

AGENDA
Board of Directors Meeting
October 6, 2021

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

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

LOCATION

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

Board of Directors

President

Curt Hagman, Supervisor
County of San Bernardino

Vice-President

Art Bishop, Council Member
Town of Apple Valley

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Paul Courtney, Mayor
City of Barstow

Rick Herrick, Mayor
City of Big Bear Lake

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Vice Mayor
City of Chino Hills

Frank Navarro, Mayor
City of Colton

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" Rigby, 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 A. 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
October 6, 2021**

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

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)--5 cases

- a. SANBAG--*Maebell Dorsey, an individual and Trustee v. Renovate America, Inc., SBCTA, et al.*
San Bernardino Superior Court Case No. CIVDS 1925774
- b. SANBAG--*Roberto Elizarraras v. Renovate America, Inc., SBCTA, et al.*
San Bernardino Superior Court Case No. CIVDS 2013260
- c. SANBAG--*Pete Espinoza v. Renovate America, Inc., SBCTA, et al.*
San Bernardino Superior Court Case No. CIVDS 2015834
- d. SBCTA--*Pulice Construction, Inc. v. SBCTA, et al.*
San Bernardino Superior Court Case No. CIVDS 2020473
- e. SBCTA--*Los Angeles County Metropolitan Transportation Authority v. Southern California Gas Company*
California Court of Appeal, Second District, Case No. B288686

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

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

CALL TO ORDER

(Meeting Chaired by Curt Hagman)

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

Pg. 15

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. 16

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. August 2021 Procurement Report

Pg. 18

Receive the August 2021 Procurement Report.

Presenter: Jeffery Hill

This item was received by the General Policy Committee on September 8, 2021.

3. General Updates to Policies No. 11000, 31602, and 10006

Pg. 26

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

A. Approve modifications to Procurement and Special Risk Assessment Policy No. 11000, formerly the Contracting and Procurement Policy No. 11000, as indicated in this report and the attached.

B. Approve modifications to the Real Property Policy No. 31602, formerly the Rail Property Policy, to clarify that this policy applies to all San Bernardino County Transportation Authority (SBCTA) Real Property and to incorporate the process for leases of the Santa Fe Depot facility which was previously reflected under Policy No. 11000.

C. Approve modifications to the Authority to Act Upon Certain Claims Policy No. 10006, formerly the Authority to Act Upon Certain Claims Against SBCTA or SANBAG, to authorize the Executive Director, the Director of Special Projects, and the Risk Manager to accept, compromise and/or settle subrogation claims.

Presenter: Beatriz Valdez

This item was reviewed and unanimously recommended for approval by the General Policy Committee on September 8, 2021. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and the proposed policy revisions.

- 4. Amendment 3 to Contract No. 17-1001615 with Crowe LLP** Pg. 75
- That the Board, acting as the San Bernardino County Transportation Authority:
- Approve Amendment No. 3 to Contract No. 17-1001615, with Crowe LLP, to increase the contract by \$8,213 for a new not-to-exceed amount of \$690,503.
- Presenter: Hilda Flores**
- This item was reviewed and unanimously recommended for approval by the General Policy Committee on September 8, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.**
- 5. Award Disclosure Bond Counsel and Bond Counsel Services Contracts** Pg. 82
- That the Board, acting as the San Bernardino County Transportation Authority:
- A. Award Contract No. 21-1002625 to Stradling Yocca Carlson & Rauth, P.C., for Disclosure Bond Counsel Services for a five (5) year contract with two (2) one-year optional extensions. The not-to-exceed amount for the original five-year term is \$250,000 and the not-to-exceed amount for each extension year is \$50,000, for a total not-to-exceed amount of \$350,000.
- B. Award Contract No. 21-1002624 to Stradling Yocca Carlson & Rauth, P.C., for Bond Counsel Services for a five (5) year contract with two (2) one-year optional extensions. The not-to-exceed amount for the original five-year term is \$750,000 and the not-to-exceed amount for each extension year is \$150,000, for a total not-to-exceed amount of \$1,050,000.
- Presenter: Hilda Flores**
- This item was reviewed and unanimously recommended for approval by the General Policy Committee on September 8, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contracts.**
- 6. Report back on reorganization of the Project Delivery and Toll Operations Department and Transit & Rail Department** Pg. 134
- That the Board, acting as the San Bernardino County Transportation Authority:
- Approve the five title changes and one salary range adjustment to enact the recommendations outlined below.
- Presenter: Colleen Franco**
- This item was reviewed and unanimously recommended for approval by the General Policy Committee on September 8, 2021.**
- 7. Fiscal Year 2021/2022 Initiatives and Action Plan - First Quarter Report** Pg. 137
- Receive the Fiscal Year 2021/2022 Initiatives and Action Plan - First Quarter Report.
- Presenter: Raymond Wolfe**
- This item was received by the General Policy Committee on September 8, 2021.**
- Consent - Regional/Subregional Planning**
- 8. 2021 Interim Update of the Countywide Transportation Plan** Pg. 148
- Receive information on the 2021 Interim Update of the Countywide Transportation Plan.
- Presenter: Steve Smith**
- This item was received by the General Policy Committee on August 11, 2021. It was also reviewed by the Transportation Technical Advisory Committee on August 30, 2021 and the City/County Managers Technical Advisory Committee on September 2, 2021.**

Consent - Transit

9. Request for Proposals for Arrow Maintenance Facility Hydrogen Fuel Upgrade Project Construction Management Consultant Services Pg. 179

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

Authorize the Executive Director, or his designee, to release Request for Proposals No. 21-1002658 for Arrow Maintenance Facility Hydrogen Fuel Upgrade Project Construction Management Consultant services for the construction of the hydrogen fueling station and the retrofit needed to support hydrogen vehicle operations.

Presenter: Carrie Schindler

This item was reviewed and unanimously recommended for approval by the Transit Committee on September 9, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and will review the Request for Proposals prior to its release.

10. Arrow Passenger Rail Service Fare Policy Alternatives Pg. 209

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

A. Receive information on fare policy alternatives for Arrow service.

B. Recommend approval of the option to implement the extension of Metrolink's existing fare policy to the Arrow service such that there are consistent fares between Arrow and the rest of the Metrolink system.

Presenter: Rebekah Soto

This item was reviewed and unanimously recommended for approval by the Transit Committee on September 9, 2021.

11. Redlands Passenger Rail Project - Update on Diesel Multiple Unit Testing Location Pg. 218

Receive and file an update on the proposed location for testing of the Arrow service diesel multiple unit vehicles, changing the location from the Perris Valley Line Subdivision back to the Redlands Passenger Rail Project Corridor and San Gabriel Subdivision.

Presenter: Victor Lopez

This item was received by the Transit Committee on September 9, 2021.

12. West Valley Connector Art-in-Transit Program Pg. 220

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

A. Authorize the release of Request for Qualifications (RFQ), soliciting submissions by artists to provide design plans for public art to be incorporated into the West Valley Connector Project, including RFQ No. 22-1002689 for artwork at station shelters and RFQ No. 22-1002688 for artwork wrapping utility boxes.

B. Authorize the Executive Director, or his designee, to execute Honorarium Agreements and Artist Design Agreements, as necessary, with selected artists for each opportunity, upon review and approval as to form by General Counsel.

C. Approve a budget of \$500,000 to implement the Art-in-Transit program for the West Valley Connector using previously authorized funds.

Presenter: Victor Lopez

This item was reviewed and unanimously recommended for approval by the Transit Committee on September 9, 2021. Additional sample agreements, for the utility boxes, were subsequently added. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreements.

13. Operators Transportation Development Act Triennial Performance Audits for Fiscal Year 2017/18 - 2019/2020 Pg. 271

Receive the Transportation Development Act Triennial Performance Audit Reports for Fiscal Years 2017/2018 through 2019/2020 for the Mountain Area Regional Transit Authority, Morongo Basin Transit Authority, City of Needles - Needles Area Transit, Omnitrans and Victor Valley Transit Authority.

Presenter: Nancy Strickert

This item was received by the Transit Committee on August 12, 2021.

14. Contract No. 22-1002676 with St. Paul the Apostle Catholic Church for a Park and Ride Lot Pg. 310

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

A. Authorize the Executive Director, or his designee, to execute Contract No. 22-1002676 between the California Department of Transportation, San Bernardino County Transportation Authority and St. Paul the Apostle Catholic Church, for a Park and Ride lot lease through December 31, 2023 in the amount of \$18,000.

B. Authorize the Executive Director, or his designee, to execute two (2) two-year contract renewals, for a not-to-exceed total contract value of \$100,000, upon initial expiration of Contract No. 22-1002676.

Presenter: Nicole Soto

This item was reviewed and unanimously recommended for approval by the Transit Committee on September 9, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the draft contract.

Consent - Transportation Programming and Fund Administration

15. 2021 Update to the 10-Year Delivery Plan - Valley Highway Programs Pg. 324

Receive a report on the 2021 Update to the 10-Year Delivery Plan for the Valley Freeway Projects Program, Freeway Interchange Projects Program, and Valley Major Streets Program.

Presenter: Andrea Zureick

This item was reviewed by the Transportation Technical Advisory Committee on August 30, 2021, and the City/County Managers Technical Advisory Committee on September 2, 2021, and received by the Board of Directors Metro Valley Study Session on September 9, 2021.

16. 2021 Update to the 10-Year Delivery Plan - Valley Transit Programs Pg. 329

Receive a report on the 2021 Update to the 10-Year Delivery Plan for the San Bernardino Valley Metrolink/Rail Service Program and San Bernardino Valley Express Bus/Bus Rapid Transit Service Program.

Presenter: Michele Fogerson

This item was reviewed by the Transportation Technical Advisory Committee on August 30, 2021, and the City/County Managers Technical Advisory Committee on September 2, 2021, and received by the Transit Committee on September 9, 2021.

- 17. Rural Mountain/Desert Subareas Major Local Highway Projects Program Project Lists** Pg. 334
Receive information on the proposed Rural Mountain/Desert Subareas Major Local Highway Projects Program Project Lists for the 2021 Update to the 10-Year Delivery Plan.
Presenter: Andrea Zureick
This item was reviewed by the Transportation Technical Advisory Committee on August 30, 2021, and the City/County Managers Technical Advisory Committee on September 2, 2021, and received by the Mountain/Desert Policy Committee on September 17, 2021.
- 18. Victor Valley Subarea Major Local Highway Projects Program Proposed Project List** Pg. 338
Receive information on the proposed Victor Valley Subarea Major Local Highway Projects Program Project List for the 2021 Update to the 10-Year Delivery Plan.
Presenter: Andrea Zureick
This item was reviewed by the Transportation Technical Advisory Committee on August 30, 2021, and the City/County Managers Technical Advisory Committee on September 2, 2021, and received by the Mountain/Desert Policy Committee on September 17, 2021.
- 19. Amendments to Policy No. 40023 Determination of Proportional Shares of State and Federal Funds between Subareas Measure I 2010-2040 Strategic Plan** Pg. 348
That the Board, acting as the San Bernardino County Transportation Authority:
Approve the amendments to Policy No. 40023 Determination of Proportional Shares of State and Federal Funds between Subareas Measure I 2010-2040 Strategic Plan, as indicated in this report and the proposed revised policy attached.
Presenter: Vanessa Schoenewald
The proposed policy was reviewed by the Transportation Technical Advisory Committee on August 30, 2021, and the City/County Managers Technical Advisory Committee on September 2, 2021, and unanimously recommended for approval by the General Policy Committee on September 9, 2021.
- 20. San Bernardino County Transportation Authority Transportation Development Act Triennial Performance Audit for Fiscal Years 2017/2018 - 2019/2020** Pg. 356
Receive the Transportation Development Act Triennial Performance Audit Report for Fiscal Years 2017/2018 through 2019/2020 for the San Bernardino County Transportation Authority. **Presenter: Michele Fogerson**
This item was received by the Transit Committee on September 9, 2021.

Consent - Legislative/Public Outreach

- 21. State Legislative Update** Pg. 419
Receive the September 2021 State Legislative Update.
Presenter: Otis Greer
This item was received by the Legislative Policy Committee on September 8, 2021.
- 22. Federal Legislative Update** Pg. 436
Receive the September 2021 Federal Legislative Update.
Presenter: Otis Greer
This item was received by the Legislative Policy Committee on September 8, 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 - Project Delivery

23. Hearings to Consider Resolutions of Necessity for Property Interest for the Mount Vernon Viaduct Project in the City of San Bernardino Pg. 437

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

A. Conduct a public hearings to consider condemnation of real property required for the Mount Vernon Viaduct Project in the City of San Bernardino.

B. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-040 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Clear Channel Outdoor, LLC, a Delaware limited liability Company. (Assessor's Parcel Number [APN] 0138-291-01). The resolution must be approved by at least a two-thirds majority; and

C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-042 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Maheshkumar V & Anup Desai dba: El Patio Hotel (APN 0138-181-25 and 0138-181-24). The Resolution must be approved by at least a two-thirds majority.

Presenter: Dennis Saylor

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on September 9, 2021. SBCTA General Counsel has reviewed this item and the draft resolutions.

24. Interstate 10 Corridor Contract 2 Project Pg. 489

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

Direct staff to explore a single express lane strategy for the next segment on the Interstate 10 Corridor to be consistent with the State's Guiding Principles for Transportation Investment.

Presenter: Paula Beauchamp

This item was reviewed and unanimously recommended for approval by the I-10 and I-15 Joint Sub-Committee on August 12, 2021.

Discussion - Administrative Matters

25. Formation of Emerging Technology Ad Hoc Committee Pg. 499

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

Approve the establishment of an Emerging Technology Ad Hoc Committee composed of up to 10 Board members appointed by the San Bernardino County Transportation Authority Board President. **Presenter: Steve Smith**

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

Discussion - Regional/Subregional Planning

26. Regional Conservation Investment Strategy Update

Pg. 500

Receive a presentation providing an update on the ongoing San Bernardino County Regional Conservation Investment Strategy planning effort and its relationship to the Western Joshua Tree.

Presenter: Josh Lee

This item has not received prior policy committee or technical advisory committee review. The San Bernardino County Environment Element Group has been the main stakeholder committee established to work on the details of the RCIS Plan. Environment Element Group meetings related to the SBC RCIS occurred in September 2016, March 2017, November 2017, December 2020, and June 2021.

Discussion - Transit

27. Update - Request for Proposals No. 21-1002450 for Tunnel to Ontario International Airport

Pg. 512

Receive and file an update on Request for Proposals No. 21-1002450 for the Tunnel to Ontario International Airport Infrastructure Developer contract issued to The Boring Company.

Presenter: Carrie Schindler

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

Discussion - Council of Governments

28. Regional Equity Study Contract No. 22-1002691 with UCR

Pg. 513

That the Board, acting as the San Bernardino Associated Governments:

Approve Contract No. 22-1002691 for \$200,000 with University of California Riverside for the completion of the Regional Equity Study.

Presenter: Monique Reza-Arellano

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

29. Outdoor Equity Program Grant

Pg. 537

That the Board, acting as the San Bernardino Associated Governments:

A. Receive a presentation on the Outdoor Equity Program and grant application.

B. Approve Resolution No. 22-006 to be submitted with the grant application; pending further information from staff.

Presenter: Monique Reza-Arellano

This item was reviewed and unanimously recommended for approval by the General Policy Committee on September 8, 2021. SBCOG General Counsel and Risk Manager have reviewed this item and the draft resolution.

30. Right Care Right Time Nurse Communication System Public Outreach

Pg. 587

Receive presentation on local agency coordination to implement the public outreach plan for the “RIGHT CARE, RIGHT TIME” Emergency Nurse Communication System.

Presenter: Monique Reza-Arellano

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

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

Executive Director's Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance

Pg. 590

Acronym List

Pg. 592

Agency Reports

Mobile Source Air Pollution Reduction Review Committee Agency Report

Pg. 595

Committee Membership

Representatives on SCAG Committees

Pg. 598

Appointments to External Agencies

Pg. 599

Committee Membership

Pg. 601

Mission Statement

Mission Statement

Pg. 606

Meeting Procedures and Rules of Conduct

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

Accessibility - The meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk can be reached by phone at (909) 884-8276 or via email at clerkoftheboard@gosbcta.com and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

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. Agendas are also posted at 1170 W. 3rd Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting.

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

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

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

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

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board’s authority. Matters raised under “Public Comment” may not be acted upon at that meeting. “Public Testimony on any Item” still applies.

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

General Practices for Conducting Meetings of Board of Directors and Policy Committees

Attendance.

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

*Adopted By SANBAG Board of Directors January 2008
Revised March 2014
Revised May 4, 2016*



Important Dates to Remember...

October 2021

SBCTA Meetings – Cancelled: Mountain/Desert Committee

SBCTA Meetings – Scheduled:

General Policy Committee	Oct 13	9:00 am	SBCTA Lobby, 1st Floor
Legislative Policy Committee	Oct 13	9:30 am	SBCTA Lobby, 1st Floor
Transit Committee	Oct 14	9:00 am	SBCTA Lobby, 1st Floor
Metro Valley Study Session	Oct 14	9:30 am	SBCTA Lobby, 1st Floor
I-10/I-15 Corridor Joint Sub-Committee	Oct 14	10:00 am	SBCTA Lobby, 1st Floor
Mountain/Desert Committee	CANCELLED	---	---

Other Meetings/Events:

3 rd Annual San Bernardino County State of Transportation	Oct 28	10:00 am	Virtual event
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SBCTA Offices will be CLOSED:

- Oct 11th, Columbus Day

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

Minute Action

AGENDA ITEM: 1

Date: *October 6, 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
4	17-1001615-03	Crowe LLP <i>Katherine V. Lai</i>	None
5	21-1002625	Stradling Yocca Carlson & Rauth, P.C. <i>Brian P. Forbath</i> <i>Cecilia Dyba</i> <i>Carol L. Lew</i> <i>Jonathan Guz</i> <i>A. Cooper Anderson</i>	None
	21-1002624	Stradling Yocca Carlson & Rauth, P.C. <i>Brian P. Forbath</i> <i>Cecilia Dyba</i> <i>Carol L. Lew</i> <i>Jonathan Guz</i> <i>A. Cooper Anderson</i>	None
14	22-1002676	St. Paul the Apostle Catholic Church <i>Bishop Alberto Rojas</i> <i>The Diocese of San Bernardino</i>	None
23	APN 0138-291-01	Clear Channel Outdoor, LLC A Delaware Limited Liability Company	None
	APN 0138-181-25 0138-181-24	Maheshkumar V & Anup Desai dba: El Patio Hotel	None

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

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28	22-1002691	University of California, Riverside <i>Beth Tamayose</i>	None
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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: October 6, 2021

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: *October 6, 2021*

Subject:

August 2021 Procurement Report

Recommendation:

Receive the August 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 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 the Board. 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 August 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 2021/2022 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 September 8, 2021.

Responsible Staff:

Jeffery Hill, Procurement Manager

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

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

Attachment A

August Contract Actions

New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount
21-1002656	Sole Source – To provide preliminary engineering services related to Vina Vista Overhead Bridge as part of the Interstate 15 (I-15) Express Lanes Corridor Contract 1.	Union Pacific Railroad Company	\$25,000.00
21-1002657	Sole Source – To provide preliminary engineering services related to East Mission Boulevard Overhead Bridge as part of the Interstate 15 (I-15) Express Lanes Corridor Contract 1.	Union Pacific Railroad Company	\$25,000.00
22-1002678	Disaster Recovery as a Service (DRAAS) cloud storage for SBCTA's backup and recovery plan in case of a disaster.	DPE Systems, Inc.	\$34,250.81

Attachment A

August 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
C13003 Amendment 4	Two (2) year extension to contract term. Project: Construction Zone Enhanced Enforcement Program	California Highway Patrol	Original \$3,000,000.00 Amendment 1 \$0.00 Amendment 2 \$0.00 Amendment 3 \$0.00	\$0.00	\$3,000,000.0
17-1001682 Amendment 1	Increase contract amount to cover the replacement of wood mulch. Establish existing plating. Project: Interstate 10 (I-10) Tippecanoe Avenue Interchange	Diversified Landscaping Company	Original \$218,400.00 Contingency release \$9,432.95	\$99,999.00	\$327,831.9

Attachment: August Procurement Report Attachment A (7996 : August 2021 Procurement Report)

Attachment A

August 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
19-1002000 CTO 22	Public outreach for San Bernardino Council of Governments (SBCOG) to support Emergency Communications Nurse System (ECNS) outreach.	Costin Public Outreach Group, LLC	\$6,000,000.00	Various CTOs not including CTO 22 Totaling \$4,751,017.00	\$73,000.00

Attachment: August Procurement Report Attachment A (7996 : August 2021 Procurement Report)

Attachment A

August Contingency Released 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: August Procurement Report Attachment A (7996 : August 2021 Procurement Report)

Attachment A

August Purchase Order Actions

Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
None				

Attachment: August Procurement Report Attachment A (7996 : August 2021 Procurement Report)

Attachment A

August 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: August Procurement Report Attachment A (7996 : August 2021 Procurement Report)

Attachment B**August 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: August Procurement Report Attachment B (7996 : August 2021 Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: *October 6, 2021*

Subject:

General Updates to Policies No. 11000, 31602, and 10006

Recommendation:

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

- A. Approve modifications to Procurement and Special Risk Assessment Policy No. 11000, formerly the Contracting and Procurement Policy No. 11000, as indicated in this report and the attached.
- B. Approve modifications to the Real Property Policy No. 31602, formerly the Rail Property Policy, to clarify that this policy applies to all San Bernardino County Transportation Authority (SBCTA) Real Property and to incorporate the process for leases of the Santa Fe Depot facility which was previously reflected under Policy No. 11000.
- C. Approve modifications to the Authority to Act Upon Certain Claims Policy No. 10006, formerly the Authority to Act Upon Certain Claims Against SBCTA or SANBAG, to authorize the Executive Director, the Director of Special Projects, and the Risk Manager to accept, compromise and/or settle subrogation claims.

Background:

Policies and procedures are reviewed on a routine basis to help identify any changes that will ensure the effective operations of the Agency. SBCTA staff is recommending your approval of the following policy updates.

The Procurement and Special Risk Assessment Policy No. 11000, formerly the Contracting and Procurement Policy No. 11000, is being reorganized and reformatted to simplify, clarify and ensure processes are consistent with each other. In addition, the following substantive changes were made to the Policy:

- Section III. Policy - the Policy statement has been replaced to clearly identify that it is the intent of SBCTA to perform procurement activities in an honest, competitive, fair, and transparent manner.
- Section IV. General – Updates the insurance provision to reflect that the Risk Manager will be responsible for reviewing the insurance terms/limits for all procurements and also for verifying the vendor's compliance with the insurance requirements.
- Section V.A.3 Amendments - the previously approved provisions regarding re-competition for Professional Services are now applied to the procurement of Goods and Non-Professional Services.
- Sections V.D.1 thru 4 Non A & E Services – this section used to address the competitive process for Non A & E Professional Services; it now also incorporates Non-Professional Services, which used to be under Sections V.A.1 thru 4.
- Section VI. EXCEPTIONS – this section has been updated with the following:
 - Purchases under \$1,000 are exempted from the provisions of this Policy.
 - Added four additional provisions justifying a non-competitive procurement:

Entity: San Bernardino County Transportation Authority

- Substantial Duplication Costs - this provision could be utilized when the service is one with which staff members who will use the deliverables have specialized training and/or expertise and retraining would incur substantial cost in time and/or money or when the costs to perform a competitive procurement exceeds the costs of the services.
 - Uniformity Exception – this provision could be used when there is a need to utilize a particular vendor in order to maintain warranties or compatibility of existing equipment, system and the like.
 - Utilities – as these services are sole source service based on the region.
 - Venues – as they should be selected based on requirements such as geographic location, amenities, and capacity.
- Section VII – Purchase Orders (PO) has been added to clarify that POs can only be used for the purchase of Goods, software licenses, and services under \$10,000. Previously, POs could be used for all types of procurements.
- Section VIII – Delegation of Authority:
 - Authorizes the General Policy Committee to approve Contract Task Orders (CTO) in excess of \$500,000 and Contract and CTO amendments due to time constraints.
 - Provisions 4b and 4c Contract Amendments and PO Amendments have been combined for consistency purposes. In addition, it clarifies that the Executive Director's authority to amend Contracts and POs is only up to 50% of the original amount (\$50,000) for those originally established under his authority and up to 50% of the original Board approved contract amount but not to exceed \$100,000.
 - Provision 4c CTOs: increases the Executive Director's authority to amend Board approved CTOs from \$100,000 to \$250,000.
 - Provision 4d Sole Source: reduces the Executive Director's authority for approving sole source procurements for goods from \$100,000 to \$50,000 to comply with the Public Utilities Code.
- Old Section VIII - Leases of Real Property has been deleted and replaced with language that will allow the Executive Director to approve leases of real property for use by SBCTA with a total cost of \$100,000. Leases of SBCTA's real property will now be incorporated into Policy No. 31602 – Real Property Policy.
- Section IX - Delegation of Authority to Act Upon Special Risks or Circumstances related To Insurance Requirements In Awarded Contracts, Purchase Orders, and License/Lease Agreements is being added to delineate the process which the Risk Manager, the Director of Special Projects, and the Executive Director will follow when a change to the insurance terms and/or limits is needed once a contract is awarded. Previously, the Contract template had a clause that allowed SBCTA to make these changes; however, it was not clear who specifically was vested with authority to authorize changes, nor did it define how changes would be approved. This section now defines both.

The Real Property Policy No. 31602, formerly the Rail Property Policy, is being updated to clarify that this policy covers all real property and not just rail property. As part of this update, the business process for establishing leases of the Santa Fe Depot facility have been incorporated into this policy.

Board of Directors Agenda Item

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The Authority to Act Upon Certain Claims Policy No. 10006 has been updated to authorize the Executive Director, the Director of Special Projects, and the Risk Manager to accept, compromise, and/or settle subrogation claims.

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 General Policy Committee on September 8, 2021. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and the proposed policy revisions.

Responsible Staff:

Beatriz Valdez, Director of Special Projects/Strategic Initiatives

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

San Bernardino County Transportation Authority	Policy	11000
Adopted by the Board of Directors January 3, 1997	Revised	6/03/2010/06/21
<u>Contracting and Procurement and Special Risk Assessment Policy</u>	Revision No.	2425

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

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I. PURPOSE

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

In addition, it provides additional authority to the Executive Director, Director of Special Projects and Strategic Initiatives, and the Risk Manager in regards to insurance provisions.

II. REFERENCES

Policy 10025, Guidelines for Agenda Materials.

California Government Code § 4525 et seq.; Public Contract Code; and Public Utilities Code §§ 130221–130239.

2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; (see Procurement Standards 2 CFR sec. 200.317 through 200.326).

2 CFR Chapter XII—Department of Transportation, Part 1201--Uniform Administrative Requirements, Cost Principles, and Audit Requirements

for Federal Awards; (see 2 CFR sec. 1201.317).

40 USC Chapter 11 (Brooks Act)), Selection of Architects and Engineers.

23 CFR part 172, Procurement, Management, and Administration of Engineering and Design related services.

California Department of Transportation Local Assistance Procedures.

Federal Transit Administration Circular 4220.1F, Third Party Contracting Guidance.

III. POLICY

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

All procurement activity on behalf of SBCTA/SANBAG is required to demonstrate that the expenditure of funds is conducted in an honest, competitive, fair, and transparent manner that achieves the best value for money and protects SBCTA's reputation.

IV. GENERAL

A. Definitions

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

Construction (Public Works) ~~means as defined by Public Contract Code (PCC) § 22002, means~~ construction, reconstruction, erection, alteration, renovation, demolition, painting, and repair work involving any publicly owned, leased or operated facility, building, structure, real property, street or highway, or other public improvement of any kind. ~~Does not include routine operation, maintenance or repair of existing facilities, buildings, structures, or real property, or recurring or usual work for the preservation or protection of publicly owned or operated facilities.~~

Contract means an agreement with a third party for acquisition of Goods, Services or Construction work.

Executive Director means the Executive Director of SBCTA and shall be deemed to include any designee specified by the Executive Director to act in his or her behalf.

Goods means supplies, materials, equipment, and other movable/tangible things.

Independent Cost Estimates (ICE) means the best 'estimate' as to the cost of the Goods, services or construction work being procured. The method and degree of analysis is dependent on the complexity of the Goods, services or construction work being procured. An ICE should be prepared in advance of the receipt of any bids or proposals, amendments or change orders. The United States Department of Transportation, Federal Highways Administration and Federal Transit Administration require recipients of federal dollars to "perform a cost or price analysis in connection with every procurement action, including contract modifications..." The starting point for cost or price analysis is the development of an ICE which should be used in the evaluation of the consultant's or contractor's price proposal.

Invitation for Bids (IFB) means a competitive procurement process that requires the award be made to the lowest responsive responsible bidder whose bid conforms to all the material terms and conditions of the IFB.

Invitation for Quotes (IFQ) means a competitive procurement process which the award of a contract or purchase order will be to the lowest responsive responsible bidder whose bid conforms to SBCTA's requirements or is most advantageous to the agency based on price and other factors considered.

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

Procurement ~~contract~~ Professional means ~~an agreement or purchase order with a third party~~ procurement staff responsible for ~~acquisition~~ overseeing the Procurement Solicitation.

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

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

Professional Services (Non A & E) means advisory, information technology, legal, financial, accounting, auditing, legislative advocacy, marketing, freeway service patrol, program management, and any other services which involve the exercise of professional discretion and independent

judgment based on advanced or specialized knowledge, expertise or training gained by formal studies or experience, but excludes Professional Services (A & E).

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

Purchase Order (PO) is a written authorization issued by a buyer committing to pay the seller for the sale of specific Goods or services to be delivered in the future.

Request for Proposal/Request for Qualifications (RFP/RFQ) means a competitive procurement process that requires evaluation of a consultant's proposal and qualifications.

B. Standard Requirements

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

~~2.1. Concurrence. All Contracts~~ Legal Counsel Review. All contracts shall be reviewed by legal counsel ~~the Procurement Manager~~ prior to ~~presentation to approval by~~ the Board or the Executive Director. The Procurement Manager's concurrence ensures the procurement process was completed in accordance with SBCTA policies and procedures, and applicable State and/or his/her designee, for approval ~~Federal contracting laws.~~

~~3.2. Consultant Selection.~~ When procuring a consulting firm for architectural and engineering services utilizing federal funds through Caltrans, SBCTA will advertise, award and administer the project in accordance with Caltrans current Local Assistance Procedures per 23 CFR part 172 unless otherwise stated in the executed Caltrans project-specific Program Supplement.

~~4.3. Contract Provisions.~~ All ~~contracts~~ Contracts shall specify a period of performance, description of the function to be performed, total contract amount, and appropriate performance standards.

~~5.4. Contract Term. The~~ Unless otherwise authorized by the Board, the maximum term for ~~procurement contracts~~ Contracts or Purchase Orders awarded in accordance with this Policy shall be five years, except for Contracts or Purchase Orders for software license agreements and related maintenance and support services, which can be up to 10 years unless otherwise authorized by the Board.

~~6.5. Federal/State Requirements.~~ When utilizing state and federal funds which require more rigorous or different procurement standards than required by ~~these policies~~ this policy, such standards will apply. SBCTA is responsible for ensuring that such standards, including those set out in 2 CFR part 200 and 2 CFR part 1201, are met and are included in appropriate ~~contracts~~ Contracts.

6. Independent Cost Estimates (ICE). Except for purchases under \$1,000, ICE are required for all procurement actions.

7. Insurance. SBCTA's Risk Manager is responsible for: 1) ensuring that all insurance requirements are reviewed and approved prior to the solicitation being released for all of the following procurements, meeting any of the following criteria: procurements, and 2) reviewing certificates of insurance and endorsements for compliance with Contract and Purchase Order requirements.

- ~~a. Anticipated value of \$500,000 or greater, regardless of the procurement type;~~
- ~~b. Construction projects;~~
- ~~c. Environmental services;~~
- ~~d. Rail projects;~~
- ~~e. FSP services.~~

8. Legal Counsel Review. All Contracts shall be reviewed by legal counsel prior to approval by the Board or the Executive Director. All Contracts will be approved as to form by legal counsel prior to execution by SBCTA.

8.9. Non-Discrimination. All Contracts shall contain a standard non-discrimination clause.

10. Written Contracts. All Contracts shall be in writing and signed by authorized representatives of all parties. ~~Independent Cost Estimates (ICE).~~ ICE are required for all procurement actions, including but not limited to all contract amendments and contract change orders.

~~The United States Department of Transportation, Federal Highways Administration and Federal Transit Administration require recipients of federal dollars to "perform a cost or price analysis in connection with every procurement action, including contract modifications..." The starting point for cost or price analysis is the development of an ICE which should be used in the evaluation of the consultant's or contractor's price proposal.~~

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

V. TYPES OF PROCUREMENTS

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

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

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

- a. Whenever possible, informal procurements should be based on the solicitation of at least three (3) bids, either written or oral ~~(telephone survey)~~, that permit prices and terms to be compared.
- b. An ~~Invitation for Quotes (IFQ)~~ or letters may be required if the ~~goods or non-professional services~~Goods being requested require more detailed bids. ~~IFQ or letters will be issued to a limited number of prospective bidders.~~
- c. Award of a ~~purchase order~~Purchase Order or ~~contract~~Contract will be to the lowest responsive responsible bidder whose bid conforms to SBCTA's requirements or is most advantageous to the agency based on price and other factors considered.
- d. SBCTA will document the results of all such informal procurement actions.

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

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

- a. An Invitation for Bids (IFB) will be distributed and a notice inviting bids will be published at least once in a newspaper of general circulation or the equivalent. The publication shall be made at least 10 days before the date for the receipt of the bids. The competitive sealed bid method will be used.
- b. A control record will be maintained as the IFB is distributed, indicating the date, time, and/or place of distribution or notice. ~~The record shall contain the names and addresses of offerors receiving the IFB and details regarding the publication of the notice of IFB. The control record shall be used as a mailing or distribution list for the issuance of notices relative to the IFB and as a verification record in the case of vendor protests.~~

- c. Award of a ~~contract~~Contract or ~~purchase order~~Purchase Order shall be made to the lowest responsive responsible bidder whose bid conforms to all the material terms and conditions of the IFB.
- d. The Board, at its discretion, may reject any and all bids and readvertise.

3. Amendments

- a. Contracts and ~~purchase orders for goods and non-professional services~~Purchase ~~may~~Orders ~~may~~ be amended to increase the not to exceed amount, quantity and/or extend the term of the contract or purchase order.
- b. Contracts and ~~purchase orders for non-professional services~~Purchase Orders may be amended to add additional scope of work and compensation for additional work that was not foreseen at the time the original ~~contract~~Contract or ~~purchase order~~Purchase Order was awarded pursuant to competitive procurement, if the Awarding Authority determines it is in the best interests of SBCTA to do so. -The Awarding Authority shall consider cost-effectiveness, timeliness, prior quality of performance of services in determining if it is in the best interests of SBCTA.
- c. Re-competition for required services serves to assess the competitive market conditions relative to expertise and pricing for such services and may be prudent on a periodic basis. However, where services relate to specific on-going projects or levels of unique qualifications, skills, and experience, it may be appropriate to extend such Contracts or Purchase Order without re-competition. Staff shall analyze each Contract or Purchase Order based upon the specific project needs and include justification for such recommendation in the report to the Board or Executive Director.
- d. It may be prudent for staff to recommend against a renewed competitive process in the following instances:
 - i. When the amendments are the result of an increase in the scope of work for the same project, wherein the qualifications and experience required to perform the new work were clearly examined as part of the prior competitive process.
 - ii. When, on the basis of a specific finding or competitive process prior to approval of the original Contract or Purchase Order, the firm was determined to be the most qualified and responsive to undertake the work addressed by the Contract or Purchase Order amendment.
 - iii. Where the firm, based upon findings presented to the Board, is found to be preeminently positioned to perform the work due to its: (1) specific qualifications, (2) unique knowledge of the project, or (3) unique knowledge of the work required.

B. Construction – Competitive Procurement

1. Informal Procurement

The following ~~policies will~~ generally ~~apply for~~applies to Construction procurements valued at \$25,000 or less:

- a. Whenever possible, informal procurements should be based on the solicitation of at least three (3) bids.
- b. An Invitation for Quotes (IFQ) will be issued to a limited number of prospective bidders.
- c. Award of a ~~contract~~Contract will be to the lowest responsive responsible bidder whose bid conforms to the SBCTA's requirements.
- d. SBCTA will document results of all such informal procurement actions.

2. Formal Procurement

The following ~~policies apply~~ applies to Construction procurements in excess of \$25,000. (PUC § 130232)

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

~~3. Amendments/Change Orders~~

- ~~a. Amendments and change orders to Construction contracts shall comply with the California Public Contract Code.~~
- ~~b. Department Directors or Designee are authorized to approve Change Orders on all Construction contracts up to the authorized contract contingency amount. Change Orders approved by the Department Directors will be presented monthly for review to the appropriate Policy Committee and/or Board.~~

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

1. Informal Procurement

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

- a. An Invitation for Quotes (IFQ) will be issued to a limited number of prospective proposers.
- b. Whenever possible, informal procurements should be based on the solicitation of at least three (3) proposals.
- c. Award of a ~~purchase order or contract~~ Contract will be made to the consultant whose proposal conforms to the requirements of the IFQ and is most advantageous to the agency based on price and other factors considered.
- d. SBCTA will document results of all such informal procurement actions.

2. Formal Procurement

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

- a. The Request for Proposal (RFP)/Request for Qualifications (RFQ) process will be used to solicit proposals.
- ~~b. The RFP/RFQ process is a competitive procurement process that requires evaluation of a consultant's proposal and qualifications.~~
- ~~c. These contracts~~ b. These Contracts shall be awarded based upon demonstrated competence, and professional qualifications and capabilities necessary to perform the services at a fair and reasonable price. This procurement process does not require award to the lowest cost proposer.

- ~~d.c.~~ Staff will maintain a control record as RFP packets are distributed indicating the date and time of distribution. The record shall contain the names and addresses of consultants receiving the RFP and attendance at pre-proposal conferences, if any.
- ~~e.d.~~ Pre-proposal conferences will be held, when appropriate, to discuss the basic requirements such as instructions to the consultants, funding, ~~contract~~Contract type, evaluation criteria, and specific points that should be addressed in each proposal.
- ~~e.~~ Special consideration is required in the instances of a formal competitive process resulting in only one response. In those instances, SBCTA staff shall evaluate factors relative to the competitive process, including adequacy of notification to qualified competitors, requirements of the RFQ/RFP, the amount of time provided to respond to the RFQ/RFP, adequacy of the one proposal received, and urgency. After such an analysis, the Executive Director shall make a recommendation to either accept or reject the proposal. Each circumstance will require consideration of facts relevant to the specific solicitation and work to be performed.

3. Amendments

- a. Amendments to increase the cost and/or period of performance of an established scope of work are approved as a matter of prudence and necessity. These result from increased difficulty or range of work effort to accomplish the defined scope. Examples requiring such amendments include actions in response to review comments, the imposition of new state or federal regulations, various design complications, and other factors generally beyond the consultant's control and not anticipated during the initial cost proposal.
- ~~b.~~ In those instances where it has been determined that professional services are required beyond the term of the existing ~~contract~~Contract, the standard practice shall be for the ~~contract~~Contract to be reviewed prior to the end of the contracted performance period and assessed relative to (1) the scope and continued need for the function performed, (2) the adequacy of performance under the ~~contract~~Contract, and (3) other terms and conditions of the ~~contract~~Contract.
- ~~b.c.~~ In certain instances, SBCTA consultants are required to work closely with other public agency partners and SBCTA member jurisdictions. When such a professional services ~~contract~~Contract is being considered for a revised scope or extension, staff will solicit input from the representatives of those public agencies on the performance, demeanor, and timely implementation of work performed by the consultant.
- ~~c.~~ —
- ~~e.d.~~ Based upon the demonstrated competence and on the professional qualifications of the consultant and upon the particular project needs, ~~professional services contracts~~Professional Services Contracts may be recommended for extension or be recommended for re-competition.
- ~~d.~~ —
- ~~d.e.~~ Re-competition for required professional services serves to assess the competitive market conditions relative to expertise and pricing for such services and may be prudent on a periodic basis. However, where professional services relate to specific on-going projects or levels of unique qualifications, skills, and experience, it may be appropriate to extend such ~~contracts~~Contracts without re-competition. Staff shall analyze each ~~contract~~Contract based upon the specific project needs and include justification for such recommendation in the report to the Board or Executive Director.
- ~~e~~
- ~~f.~~ It may be prudent for staff to recommend against a renewed competitive process in the following instances:
 - ~~i.~~ When the amendments are the result of an increase in the scope of work for the same project, wherein the qualifications and experience required to perform the new tasks were clearly examined as part of the prior competitive process. ~~It may be prudent for staff to recommend against a renewed competitive process in the following instances:~~
 - ~~i.~~ ~~When the amendments are the result of an increase in the scope of work for the same project, wherein the qualifications and experience required to perform the new~~

- ii. When, on the basis of a specific finding or competitive process prior to approval of the original ~~contract~~Contract, the consultant was determined to be the most qualified and responsive to undertake the work addressed by the ~~contract~~Contract amendment.
- iii. Where the consultant, based upon findings presented to the Board, is found to be preeminently positioned to perform the work due to its: (1) specific qualifications, (2) unique knowledge of the project, or (3) unique knowledge of the work required.

~~f. —~~

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

~~g. — Department Directors or Designee are authorized to approve Contingency Amendments up to the authorized contract contingency amount approved by Board. Contingency Amendments approved by Department Directors will be presented monthly for review to the appropriate Policy Committee and/or Board.~~

4. — Procurement Process

~~The following procedures will be used for~~

~~Professional Services (A&E) procurements to ensure that only highly qualified firms matching SBCTA's needs will be selected.~~

- ~~a. — Preparation and distribution of RFP/RFQ. Staff will prepare the scope of work and the RFP/RFQ.~~
- ~~b. — Appointment of Selection Team. The Board, Policy Committees and/or SBCTA staff shall appoint a selection team. A representative of SBCTA member jurisdictions or representatives of SBCTA counterpart agencies shall be invited to participate in the selection of consultants, when appropriate. Members of the selection team shall be appointed with reference to the discipline involved and the location of the project. When possible, SBCTA staff shall participate in the entire selection process.~~
- ~~c. — Responses to Queries. Numerous inquiries are typically received during the circulation period for any RFP/RFQ. Relevant information will be provided, and pre-proposal conferences will be held, when appropriate, to discuss the basic requirements such as instructions to offerors, funding, contract type, evaluation criteria, terms, scope, and the selection process. The names of the selection team are often requested. Relevant technical information will be provided, but names of the selection team shall not be made available prior to formal interviews.~~
- ~~d. — Short-listing. Short-listing is the most important part of the process. Narrowing the list to a small set of qualified firms greatly reduces the likelihood of making a poor selection. Ensuring an adequate short-list is therefore very important. Members of the selection team shall review and evaluate all responses to establish a short-list of the most highly qualified firms in preparation for formal interviews.~~

~~The review and evaluation will focus especially on the following points:~~

- ~~• — Understanding of the project~~
 - ~~• — Management structure of the project team~~
 - ~~• — Approach~~
- ~~e. — Interviews. The selection team shall convene to interview the short-listed firms. Procurement staff will coordinate the interview process in questioning and discussion, but shall have no vote, and will not attempt to influence the decision. This will ensure adequate technical expertise and perspective from SBCTA's program interests.~~
 - ~~f. — Debriefing. An essential part of the selection process is the debriefing of firms that were either not short-listed or not selected. Members of the selection team shall designate one member to meet with unsuccessful proposers to explain the selections that have been made~~

~~and to offer recommendations for improving future proposals. Contract staff will not participate in the debriefing.~~

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

1. Informal Procurement

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

- b. The provisions of Section V.A.1 for the Informal Procurement for Goods generally apply to Non-Professional Services procurements.

2. Formal Consultant Selection Process

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

3. Amendments

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

~~4. Procurement Process~~

~~Non A & E Professional Services shall be procured in accordance with the~~ provisions contained in Section V.A.3 or V.C.3.

VI. EXCEPTIONS

~~4, provided however A.~~ Non-Competitive Procurements

1. ~~A & E consultants' proposals may be ranked~~Competitive processes are not required for short-listing purchases of Goods and services under \$1,000, but the prices shall be reasonable. No ICE is required. Selection should be based upon both qualifications on quality and cost. To the extent practicable, purchases must be distributed equitably among qualified suppliers or vendors.

~~A.~~ 2. Services – Sole Source

- a. In those instances when it may be necessary or prudent to enter into sole source Contracts or Purchase Orders, specific approval shall be required.
- b. All sole source Contracts or Purchase Orders shall be governed by the following guidelines:
- i. Sole source Contracts or Purchase Orders may be recommended for approval upon a finding of appropriateness and that it is in the best interest of the agency to do so.
- a. Contracts or Purchase Orders may be recommended for approval on a sole source selection based upon a requirement for unique qualifications, the existence of significant time constraints, substantial duplication costs, and/or in certain instances of demonstrated experience.
- b. After solicitation of a number of sources, the competition is determined inadequate.

3. Goods – Single Source

Pursuant to Public Utilities Code § 130237, the Board may direct the purchase of any Goods

~~4. Goods—Single Source~~

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

~~2. Professional Services—Sole Source~~

~~4. Uniformity Exemption~~

~~The competitive process shall not apply to purchases of software licenses and services that are required to maintain compatibility, functionality, or conformity with existing designs, products, equipment, facilities, systems, software, technologies, standardizations, proprietary product and the like, or to maintain current warranties, “only authorized distributor” circumstances, or contractual obligations deemed to be in the Agency’s best interests in the determination of the awarding authority.~~

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

~~b. All sole source contracts shall be governed by the following guidelines:~~

~~i. Sole source contracts may be recommended for approval upon a finding of appropriateness and that it is in the best interest of the agency to do so.~~

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

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

~~iv. Any recommendation~~Contracts or Purchase Orders exceeding the Executive Director’s approval must be presented to the Board for ~~sole source procurement must be approval~~ specifically called/calling out in the agenda itemNon-Competitive finding and shall be placed on the discussion calendar.

B. Cooperative Procurements (piggybacking)

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

C. Emergency Procurements (PUC § 130234)

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

D. Remedial Measures (PUC § 130235)

Upon determining that immediate remedial measures are necessary to avert or alleviate damage to property, or to replace, repair, or restore damaged/destroyed property in order to ensure that SBCTA’s facilities are available to serve the transportation needs of the public, and upon determining

that available remedial measures are inadequate, including the procurement of ~~goods~~Goods and services or construction in accordance with Public Utilities Code §§ 130232-130234, the Executive Director may authorize the expenditure of funds for the procurement of ~~goods~~Goods and services without observance of the provisions of this policy and/or Public Utilities Code §§ 130232-130234. The Executive Director shall submit a report to the Board explaining the necessity of any such expenditure.

E. Prototype Equipment (PUC § 130236)

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

F. Specialized Equipment (PUC § 130238)

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

G. Open Market (PUC § 130233)

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

H. Design Build

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

I. Utilities Services

The provisions of this policy are not required for procuring utility services including but not limited to water, sewer, electricity, natural gas, waste disposal, and telecommunications (telephone and internet).

J. Venues

The provisions of this policy are not required for the selection of venues for SBCTA's events. Venues are selected based on location, size, and other specific needs as required depending on the event.

VII. PURCHASE ORDERS

Issuance of Purchase Orders shall follow the competitive and non-competitive processes set forth in this Policy, but do not require legal counsel approval as to form or written concurrence of the Procurement Manager. Purchase Orders are authorized for the following purposes only:

A. Purchase of Goods

B. Purchase of Services under \$10,000, when the risks to SBCTA are considered low, in the discretion of the Procurement Manager and the Risk Manager.

C. Software license and related maintenance and support agreements, unless software customization is required.

VIII. DELEGATION OF AUTHORITY

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

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

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

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

3. The Procurement Manager or Department Director, or their designee, are authorized to release and advertise Invitations for Quotes (IFQ), for proposed Contracts or Purchase Orders estimated not to exceed \$25,000.

B. Contracts, Purchase Orders, Amendments and Contingency Amendments

1. General Policy.

- a. Except as provided in VIII.B.4.c.ii, All-all contracts, purchase orders, Contracts, Purchase Orders, and amendments, and memoranda of understanding in excess of \$100,000 require approval by the Board, unless otherwise authorized by the Board.

- b. In order to prevent delays that would result in negative impacts to projects and/or programs, staff will provide sufficient time for Policy Committees and/or the Board to review and consider staff recommendations for approval of ~~contracts~~ Contracts and ~~contract~~ Contract amendments. Refer to Policy 10025.

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

3. General Policy Committee. The General Policy Committee is authorized to approve ~~contracts~~ Contracts in excess of \$100,000, CTOs in excess of \$500,000, and amendments exceeding the Executive Director's authority in the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, with notification to the Board. Notification shall be made at the next regularly scheduled meeting of the Board following such approval.

4. Executive Director. The Executive Director, ~~or his/her designee,~~ is authorized to approve and execute:

- a. All ~~contracts~~ Contracts and ~~purchase orders~~ Purchase Orders up to ~~-\$~~ \$100,000.

- i. ~~With zero dollar value.~~

- ii. ~~Amendments to exercise the optional term(s) set out in contracts approved by the Board.~~

- iii. ~~Amendments that cumulatively do not exceed 50% of the original contract value or \$100,000 individually, whichever is less.~~

- iv. ~~Amendments that do not exceed contingency amounts authorized by Board.~~

- e. b. Contract amendments and Purchase ~~order~~ Order amendments:

- i. With zero dollar value.

- ii. For ~~purchase orders~~ Contracts or Purchase Orders originally less than \$100,000, ~~increasing the purchase order amount up to \$100,000.~~
For purchase orders originally \$100,000 or more, increasing the purchase order amount up to 4050% of the original ~~purchase order~~Contract or Purchase Order value but not to exceed \$25,000.
- iii. ~~d~~For Contracts or Purchase Orders originally over \$100,000, amendments that cumulatively do not exceed 50% of the original Contract or Purchase Order value or \$100,000, whichever is less.
- iv. Amendments to extend Contract term of performance, either by exercising the optional term(s) set out in Contracts or Purchase Orders approved by the Board, or, if the Contract or Purchase Order has no such options, to extend the term up to a total five year performance period.
- v. For Contracts with Board-approved contingencies, releases of contingency up to, but that do not exceed, the authorized contingency amounts.
- c. Contract Task Orders (CTO):
 - i. All CTOs up to \$500,000, not-to-exceed the available ~~contract~~Contract balance.
 - ii. CTO amendments within available ~~contract~~Contract balance:
 - With zero dollar value.
 - For CTOs originally less than \$500,000, increasing the CTO amount up to \$500,000.
 - For CTOs originally \$500,000 or more, increasing the CTO amount by up to ~~40% of the original CTO value but not to exceed \$100,000.~~ \$250,000.
- ~~ed.~~ Sole source procurements for services up to \$100,000- per Section VI, and sole source procurement of Goods up to a maximum amount of \$50,000 (PUC § 130232(c)). Such sole source procurements shall be routinely reported to the Board.
- e. Leases of real property by SBCTA:
 - i. With a term not to exceed five (5) years.
 - ii. Total rent not to exceed \$100,000 for entire lease term.
 - iii. Lease amendments within available term limit and total rent value, as set forth in i. and ii. above.
- 5. General Counsel. In order to address the agency's legal needs, General Counsel is authorized to directly award ~~and~~ execute, and amend legal services agreements up to \$100,000 ~~in order to address the agency's legal needs.~~ All such agreements shall be routinely reported to the Board. Award of contracts exceeding \$100,000 require Board approval. The procurement requirements set forth in Section V.D are not applicable to legal services agreements awarded under this provision.
- 6. Department Director. The Department Director, or ~~his/her~~their designee, is authorized to approve and execute ~~Contingency Amendments~~contingency amendments (SBCTA Form 305) for services Contracts and change orders for construction Contracts that do not exceed contingency amounts authorized by Board
, or the Executive Director. Contingency amendments and change orders approved by the Department Directors will be presented monthly for review to the appropriate

VIII. LEASING OF REAL PROPERTY (Not Applicable to Rail Property—See Policy No. 31602)
Committee and/or Board.

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

A. ~~Leasing SBCTA Property~~

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

B. ~~Leasing Property for SBCTA Use~~

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

IX. Delegation of Authority to Act Upon Special Risks or Circumstances related To Insurance Requirements In Awarded Contracts, Purchase Orders, and License/Lease Agreements

A. Delegation of Authority

1. Risk Manager and Director of Special Projects and Strategic Initiatives. The Risk Manager and the Director of Special Projects and Strategic Initiatives are authorized to:
 - a. Make changes to the general insurance requirements, including limits of coverage, after considering the nature of the risk exposures, prior experience, insurer(s), coverage terms and conditions, or other special circumstances, as provided in b. and c., below.
 - b. Reconsider and make changes to the insurance coverage limits that do not exceed a 50% difference above or below the originally accepted limits of insurance.
 - c. Approve deductibles and self-insured retention up to \$500,000.
2. Executive Director. The Executive Director is authorized to:
 - a. Make changes to the general insurance requirements, including limits of coverage, after considering the nature of the risk exposures, prior experience, insurer(s), coverage terms and conditions, or other special circumstances, as provided in b., c., and d., below.

- b. Reconsider and make changes to the insurance coverage limits that may exceed a 50% difference above or below the originally accepted limits of insurance.
- c. Eliminate any coverage conditions, limits, other requirements, including eliminating specific coverage(s) entirely.
- d. Approve deductibles and self-insured retention up to \$5,000,000 for utility companies, up to stated insurance requirements for government agencies, and up to \$1,000,000 for all other companies.

B. Special Circumstances

1. The following are special circumstances that may be grounds for changing insurance requirements:

- a. Changes in scope of services, including, but not limited to, Contracts with multiple notice to proceed and on-call providers with multiple Contract Task Orders
- b. Insurance market-related constraints, such as type of insurers or coverage available
- c. Change in company size
- d. Change in number of vehicles owned by company
- e. Changes that may trigger or eliminate requirement of worker's compensation coverage
- f. Insurance policy required is no longer applicable or insurance policy that was not previously applicable becomes applicable and must be added
- g. Insurance levels required are too high for company size and consequently not available in the market
- h. Company-secured insurance that requires a deductible or self-insured retention

C. Assessing Risks and Identifying Mitigating Controls

1. Some of the circumstances listed above do not change SBCTA's exposure, others do. In order to ensure that SBCTA is protected, the Risk Manager will review each request and assess the associated risk, if any, and any potential mitigating controls.

- a. The review will include the following steps:
 - i. Review scope of work and reassess insurance types and limits
 - ii. Review vendor's insurance broker recommendations and consult with SBCTA insurance broker if necessary.
 - iii. When appropriate, assess vendor's financial strength by reviewing the vendor's:
 - 1. Financial statements
 - 2. Actuary reports for self-insured program
 - 3. Third Party Administrator reputation
 - 4. Number of claims in the past five years
 - iv. Review the insurers' financial strength and, when applicable, require an increase to their financial rating to mitigate additional risks.

D. Mechanism to Incorporate Approved Changes

1. The following will require amendments that will be approved by the Executive Director or the Board of Directors, as is appropriate under this Policy's provisions:

- a. Changes to insurance limits.
- b. Elimination of any coverage, limits, or other requirements.

2. The following changes can be done by preparing a memo that is provided to the vendor and a copy is filed with the Contract or Purchase Order:

- a. Financial rating of insurers (Financial rating lower than A-VII will require Board of Directors' approval).

b. Deductibles and self-insured retention.

c. Endorsements.

X. STANDARD OF ETHICS

- A. No SBCTA staff shall solicit, demand or accept from any person anything of a monetary value for or because of any action taken, or to be taken, in the performance of his or her duties. SBCTA staff failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by SBCTA, including possible dismissal.
- B. No SBCTA staff shall use confidential information for his or her actual or anticipated personal gain, or the actual or anticipated personal gain of any other person related to such SBCTA staff by blood, marriage, or by common commercial or financial interest. SBCTA staff failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by SBCTA, including possible dismissal.
- C. SBCTA procurements shall be conducted in accordance with SBCTA's Procurement Standards of Conduct and in compliance with the SBCTA Conflicts of Interest Policy and applicable federal and state law.

XXI. REVISION HISTORY

Revision No.	Revisions	Adopted
0	New Policy. Adopted by the Board of Directors	01/03/97
1	Modified Para. 11000.10	01/07/98
2	Modified Para. 11000.7.2	01/07/98
3	Deleted & replaced Para. 11000.7.3	01/07/98
4	Added Para. 11000.10 B	03/04/98
5	Modified Para. 11000.10	06/03/99
6	-Added Para. 11000.7.2.f -Modified Para. 11000.7.3.5.B -Modified Para. 11000.9.3.2	09/01/99
7	-Added new Para. 11000.5.G -Re-identified Para. 11000.5.H (was Para. 11000.5.G) and revised to add "...or the Plans and Programs Committee ..." -Re-identified Para. 11000.5.I (was Para. 11000.5.H) -Moved Para. 11000.7.5.3 to new paragraph 11000.7.5.1.d and added "...and shall be placed on the discussion calendar." -Added Para 11000.12 REVISION HISTORY	07/05/00
8	-Revised Par. 11000.2 DEFINITIONS to REFERENCES and added Policy 10025, Guidelines for Agenda Materials. -Revised Paragraphs 11000.5.H and 11000.5.I -Re-numbered original Par. 11000.5.I to 11000.5.J -Deleted Par. 11000.10 POLICY GOVERNING DISADVANTAGED BUSINESS ENTERPRISES; re-numbered original Paragraphs 11000.11 and 11000.12 to 11000.10. and 11000.11.	01/09/02
9	Par. IX.A.1: Added additional paragraph "In certain instances, SANBAG professional services contractors are required to work closely with other public agency partners...". Re-formatted paragraph numbering to match current policy format, e.g., 11000.1 PURPOSE changed to I. PURPOSE.	07/02/03
10	Eliminated the Local Preference Policy – Paragraph VII.C; subsequent paragraphs VII.D and E renumbered to VII.C and D.	11/07/07
11	Par. IV.E.2 and 3: Increased the Executive Director's authority for approving Purchase Orders from \$25,000 to \$50,000.	12/03/08
12	Revised the "Director of Freeway Construction" to "Director of Project Delivery". Par. VII.D.2: Increased the Executive Director's authority for approving sole source procurements from \$25,000 to \$50,000. All other changes in language were made for clarity.	10/06/10
13	Par. V.K: Added authorization for SANBAG General Counsel to award and execute legal services agreements up to \$50,000. Par. VII.B.1.b: Added authorization for SANBAG General Counsel to issue RFQs.	07/11/12
14	Par. IX.C: Changed 'Director of Project Delivery' to 'SANBAG Department Directors'. Par. V.F: Changed the maximum term for standard SANBAG contracts, unless otherwise authorized by the Board of Directors, to five years (was three years).	08/01/12
15	Par. V.L: Added Requirement for Independent Cost Estimates. Adopted by Board of Directors on 10/3/12, Agenda Item 6.	10/03/12

Revision No.	Revisions	Adopted
16	Par. VII.A.2: Added Insurance Requirements. Par. VII.C: Major Projects Negotiating Guidelines removed since Policy 34504, Major Projects Program, Contract Negotiation Guidelines, was repealed on 9/5/12 (Board Agenda Item 5). Par. VII.D, Sole Source Process renamed to Par. VII.C..	11/07/12
17	Par. VII.A.1.c: Deleted "Use of electronic quotation systems operating within San Bernardino County" and replaced with language on Cooperative Procurements.	12/05/12
18	Changes approved by the Board of Directors on February 6, 2013, Agenda Item 32. Approve modifications, granting the SANBAG Executive Director or designee, contracting and/or signature authority as follows: 1. To release and advertise Requests for Proposals, Request for Quotes and Invitation for Bids, for proposed contracts for which funding has been approved in SANBAG's Annual Budget, and which are estimated not to exceed \$1,000,000. 2. To approve and execute all purchase orders and contracts up to \$100,000; and 3. To approve and execute contract amendments that meet at least one of the following criteria: a. Amendments with zero dollar value; b. Amendments to exercise the option term(s) set out in contracts approved by the SANBAG Board of Directors; or c. Amendments that cumulatively do not exceed 50% of the original contract value or \$100,000 individually whichever is less. Paragraphs IV.E.3, V.B, V.H, VII.B.1.a, VII.C.2, IX, and IX.B revised to incorporate these changes. Par. V.H: Revised to incorporate Board-approved agenda items (9/5/12 Agenda Item 7 and 11/7/12 Agenda Item 28) on the renaming and deletion of policy committees.	02/06/13
19	Change approved by the Board of Directors on May 1, 2013, Agenda Item 6. VII.B.3. Removed "In this instance of SANBAG's Major Projects contracts, the selection team shall consist of 2 Caltrans representatives and 3 representatives from member counterpart agencies, or members of the Board of Directors or their designees."	05/01/13
20	Change approved by the Board of Directors on April 9, 2014, Agenda Item 7. Par. V.F: Further identified term duration and description of procurement contracts. Par. V.H.3 Approved modification, granting the SANBAG Executive Director authority to approve and execute purchase order amendments.	04/09/14
21	Change approved by the Board of Directors on January 4, 2017, Agenda Item 6. Change SANBAG to SBCTA. Revised to reorganize sections and incorporate statutory provisions of SB1305 applicable to SBCTA. Deleted requirement for Committee approval of contract awards to low bidders. Increased General Counsel contract authority to \$100,000.	01/04/17
22	Change approved by the Board of Directors on December 6, 2017, Agenda Item 4. Incorporated language regarding 2 CFR part 200 federal requirements.	12/06/17
23	Changes approved by the Board of Directors on January 8, 2020, Agenda Item 6. Added in Executive Director CTO signature limit.	01/08/20
24	Changes approved by the Board of Directors on June 3, 2020, Agenda Item 3. Added provisions re: contingency amendments.	06/03/20
25	Changes approved by the Board of Directors on [REDACTED] 2021, Agenda Item X. Expanded the Risk Management review, revised Leasing of Real Property, added exceptions for uniformity and Utilities, clarify the use of Purchase Orders, added provisions for changes to insurance requirements after contract award.	10/06/21

San Bernardino County Transportation Authority	Policy	11000
Adopted by the Board of Directors January 3, 1997	Revised	10/06/21
Procurement and Special Risk Assessment Policy	Revision No.	25

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

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I. PURPOSE

This policy establishes contracting and procurement standards to guide the selection of the most qualified firms to perform services to the best advantage of the Agency and to acquire goods at a fair and reasonable price. It provides guidance to SBCTA staff with respect to policy considerations adopted by the SBCTA Board of Directors. In addition, it provides additional authority to the Executive Director, Director of Special Projects and Strategic Initiatives, and the Risk Manager in regards to insurance provisions.

II. REFERENCES

Policy 10025, Guidelines for Agenda Materials.

California Government Code § 4525 et seq.; Public Contract Code; and Public Utilities Code §§ 130221–130239.

2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (see Procurement Standards 2 CFR sec. 200.317 through 200.326).

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

40 USC Chapter 11 (Brooks Act), Selection of Architects and Engineers.

23 CFR part 172, Procurement, Management, and Administration of Engineering and Design related services.

California Department of Transportation Local Assistance Procedures.

Federal Transit Administration Circular 4220.1F, Third Party Contracting Guidance.

III. POLICY

All procurement activity on behalf of SBCTA/SANBAG is required to demonstrate that the expenditure of funds is conducted in an honest, competitive, fair, and transparent manner that achieves the best value for money and protects SBCTA's reputation.

IV. GENERAL

A. Definitions

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

Construction (Public Works) as defined by Public Contract Code (PCC) § 22002, means construction, reconstruction, erection, alteration, renovation, demolition, painting, and repair work

involving any publicly owned, leased or operated facility, building, structure, real property, street or highway, or other public improvement of any kind.

Contract means an agreement with a third party for acquisition of Goods, Services or Construction work.

Executive Director means the Executive Director of SBCTA and shall be deemed to include any designee specified by the Executive Director to act in his or her behalf.

Goods means supplies, materials, equipment, and other movable/tangible things.

Independent Cost Estimates (ICE) means the best 'estimate' as to the cost of the Goods, services or construction work being procured. The method and degree of analysis is dependent on the complexity of the Goods, services or construction work being procured. An ICE should be prepared in advance of the receipt of any bids or proposals, amendments or change orders. The United States Department of Transportation, Federal Highways Administration and Federal Transit Administration require recipients of federal dollars to "perform a cost or price analysis in connection with every procurement action, including contract modifications..." The starting point for cost or price analysis is the development of an ICE which should be used in the evaluation of the consultant's or contractor's price proposal.

Invitation for Bids (IFB) means a competitive procurement process that requires the award be made to the lowest responsive responsible bidder whose bid conforms to all the material terms and conditions of the IFB.

Invitation for Quotes (IFQ) means a competitive procurement process which the award of a contract or purchase order will be to the lowest responsive responsible bidder whose bid conforms to SBCTA's requirements or is most advantageous to the agency based on price and other factors considered.

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

Procurement Professional means procurement staff responsible for overseeing the Procurement Solicitation.

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

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

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

Purchase Order (PO) is a written authorization issued by a buyer committing to pay the seller for the sale of specific Goods or services to be delivered in the future.

Request for Proposal/Request for Qualifications (RFP/RFQ) means a competitive procurement process that requires evaluation of a consultant's proposal and qualifications.

B. Standard Requirements

1. Concurrence. All Contracts shall be reviewed by the Procurement Manager prior to approval by the Board or the Executive Director. The Procurement Manager's concurrence ensures the procurement process was completed in accordance with SBCTA policies and procedures, and applicable State and/or Federal contracting laws.
2. Consultant Selection. When procuring a consulting firm for architectural and engineering services utilizing federal funds through Caltrans, SBCTA will advertise, award and administer the project in accordance with Caltrans current Local Assistance Procedures per 23 CFR part 172 unless otherwise stated in the executed Caltrans project-specific Program Supplement.
3. Contract Provisions. All Contracts shall specify a period of performance, description of the function to be performed, total contract amount, and appropriate performance standards.
4. Contract Term. Unless otherwise authorized by the Board, the maximum term for Contracts or Purchase Orders awarded in accordance with this Policy shall be five years, except for Contracts or Purchase Orders for software license agreements and related maintenance and support services, which can be up to 10 years.
5. Federal/State Requirements. When utilizing state and federal funds which require more rigorous or different procurement standards than required by this policy, such standards will apply. SBCTA is responsible for ensuring that such standards, including those set out in 2 CFR part 200 and 2 CFR part 1201, are met and are included in appropriate Contracts.
6. Independent Cost Estimates (ICE). Except for purchases under \$1,000, ICE are required for all procurement actions.
7. Insurance. SBCTA's Risk Manager is responsible for: 1) ensuring that all insurance requirements are reviewed and approved prior to the solicitation being released for all procurements, and 2) reviewing certificates of insurance and endorsements for compliance with Contract and Purchase Order requirements.
8. Legal Counsel Review. All Contracts shall be reviewed by legal counsel prior to approval by the Board or the Executive Director. All Contracts will be approved as to form by legal counsel prior to execution by SBCTA.
9. Non-Discrimination. All Contracts shall contain a standard non-discrimination clause.
10. Written Contracts. All Contracts shall be in writing and signed by authorized representatives of all parties.

V. TYPES OF PROCUREMENTS

A. Goods – Competitive Procurement

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

The following procedures will generally be used when each expected procurement for Goods is valued in excess of \$1,000, but not exceeding \$25,000:

- a. Whenever possible, informal procurements should be based on the solicitation of at least three (3) bids, either written or oral, that permit prices and terms to be compared.
- b. An IFQ or letters may be required if the Goods being requested require more detailed bids. IFQ or letters will be issued to a limited number of prospective bidders.
- c. Award of a Purchase Order or Contract will be to the lowest responsive responsible bidder whose bid conforms to SBCTA's requirements or is most advantageous to the agency based on price and other factors considered.

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

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

The following applies to procurements valued in excess of \$25,000:

- a. An Invitation for Bids (IFB) will be distributed and a notice inviting bids will be published at least once in a newspaper of general circulation or the equivalent. The publication shall be made at least 10 days before the date for the receipt of the bids. The competitive sealed bid method will be used.
- b. A control record will be maintained as the IFB is distributed, indicating the date, time, and/or place of distribution or notice. The record shall contain the names and addresses of offerors receiving the IFB and details regarding the publication of the notice of IFB. The control record shall be used as a mailing or distribution list for the issuance of notices relative to the IFB and as a verification record in the case of vendor protests.
- c. Award of a Contract or Purchase Order shall be made to the lowest responsive responsible bidder whose bid conforms to all the material terms and conditions of the IFB.
- d. The Board, at its discretion, may reject any and all bids and readvertise.

3. Amendments

- a. Contracts and Purchase Orders may be amended to increase the not to exceed amount, quantity and/or extend the term .
- b. Contracts and Purchase Orders may be amended to add additional scope of work and compensation for additional work that was not foreseen at the time the original Contract or Purchase Order was awarded pursuant to competitive procurement, if the Awarding Authority determines it is in the best interests of SBCTA to do so. The Awarding Authority shall consider cost-effectiveness, timeliness, prior quality of performance of services in determining if it is in the best interests of SBCTA.
- c. Re-competition for required services serves to assess the competitive market conditions relative to expertise and pricing for such services and may be prudent on a periodic basis. However, where services relate to specific on-going projects or levels of unique qualifications, skills, and experience, it may be appropriate to extend such Contracts or Purchase Order without re-competition. Staff shall analyze each Contract or Purchase Order based upon the specific project needs and include justification for such recommendation in the report to the Board or Executive Director.
- d. It may be prudent for staff to recommend against a renewed competitive process in the following instances:
 - i. When the amendments are the result of an increase in the scope of work for the same project, wherein the qualifications and experience required to perform the new work were clearly examined as part of the prior competitive process.
 - ii. When, on the basis of a specific finding or competitive process prior to approval of the original Contract or Purchase Order, the firm was determined to be the most qualified and responsive to undertake the work addressed by the Contract or Purchase Order amendment.
 - iii. Where the firm, based upon findings presented to the Board, is found to be preeminently positioned to perform the work due to its: (1) specific qualifications, (2) unique knowledge of the project, or (3) unique knowledge of the work required.

B. Construction – Competitive Procurement

1. Informal Procurement

The following generally applies to Construction procurements valued at \$25,000 or less:

- a. Whenever possible, informal procurements should be based on the solicitation of at least three (3) bids.
- b. An Invitation for Quotes (IFQ) will be issued to a limited number of prospective bidders.

- c. Award of a Contract will be to the lowest responsive responsible bidder whose bid conforms to the SBCTA's requirements.
- d. SBCTA will document results of all such informal procurement actions.

2. Formal Procurement

The following applies to Construction procurements in excess of \$25,000. (PUC § 130232)

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

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

1. Informal Procurement

The following generally applies to Professional Services (A & E) procurements valued at \$25,000 or less:

- a. An Invitation for Quotes (IFQ) will be issued to a limited number of prospective proposers.
- b. Whenever possible, informal procurements should be based on the solicitation of at least three (3) proposals.
- c. Award of a Contract will be made to the consultant whose proposal conforms to the requirements of the IFQ and is most advantageous to the agency based on price and other factors considered.
- d. SBCTA will document results of all such informal procurement actions.

2. Formal Procurement

The following applies to Professional Services (A & E) procurements valued at more than \$25,000:

- a. The Request for Proposal (RFP)/Request for Qualifications (RFQ) process will be used to solicit proposals.
- b. These Contracts shall be awarded based upon demonstrated competence and professional qualifications and capabilities necessary to perform the services at a fair and reasonable price. This procurement process does not require award to the lowest cost proposer.
- c. Staff will maintain a control record as RFP packets are distributed indicating the date and time of distribution. The record shall contain the names and addresses of consultants receiving the RFP and attendance at pre-proposal conferences, if any.
- d. Pre-proposal conferences will be held, when appropriate, to discuss the basic requirements such as instructions to the consultants, funding, Contract type, evaluation criteria, and specific points that should be addressed in each proposal.

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

3. Amendments

- a. Amendments to increase the cost and/or period of performance of an established scope of work are approved as a matter of prudence and necessity. These result from increased difficulty or range of work effort to accomplish the defined scope. Examples requiring such amendments include actions in response to review comments, the imposition of new state or federal regulations, various design complications, and other factors generally beyond the consultant's control and not anticipated during the initial cost proposal.
- b. In those instances where it has been determined that professional services are required beyond the term of the existing Contract, the standard practice shall be for the Contract to be reviewed prior to the end of the contracted performance period and assessed relative to (1) the scope and continued need for the function performed, (2) the adequacy of performance under the Contract, and (3) other terms and conditions of the Contract.
- c. In certain instances, SBCTA consultants are required to work closely with other public agency partners and SBCTA member jurisdictions. When such a professional services Contract is being considered for a revised scope or extension, staff will solicit input from the representatives of those public agencies on the performance, demeanor, and timely implementation of work performed by the consultant.
- d. Based upon the demonstrated competence and on the professional qualifications of the consultant and upon the particular project needs, Professional Services Contracts may be recommended for extension or be recommended for re-competition.
- e. Re-competition for required professional services serves to assess the competitive market conditions relative to expertise and pricing for such services and may be prudent on a periodic basis. However, where professional services relate to specific on-going projects or levels of unique qualifications, skills, and experience, it may be appropriate to extend such Contracts without re-competition. Staff shall analyze each Contract based upon the specific project needs and include justification for such recommendation in the report to the Board or Executive Director.
- f. It may be prudent for staff to recommend against a renewed competitive process in the following instances:
 - i. When the amendments are the result of an increase in the scope of work for the same project, wherein the qualifications and experience required to perform the new tasks were clearly examined as part of the prior competitive process.
 - ii. When, on the basis of a specific finding or competitive process prior to approval of the original Contract, the consultant was determined to be the most qualified and responsive to undertake the work addressed by the Contract amendment.
 - iii. Where the consultant, based upon findings presented to the Board, is found to be preeminently positioned to perform the work due to its: (1) specific qualifications, (2) unique knowledge of the project, or (3) unique knowledge of the work required.
- g. The Board or the Executive Director may periodically approve amendments to professional and technical services consulting Contracts contingent upon consultant performance and negotiation. Amendments may address all Contract components, but typically relate to increased cost, the period of performance to accomplish the project, or adjustments to the scope of work.

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

1. Informal Procurement

- a. The provisions of Section V.C.1 for the Informal Procurement for A & E Professional Services Contracts generally apply to Non A & E Professional Services procurements.
- b. The provisions of Section V.A.1 for the Informal Procurement for Goods generally apply to Non-Professional Services procurements.

2. Formal Consultant Selection Process

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

3. Amendments

Amendments to Contracts for Non A & E Services shall be processed in accordance with the provisions contained in Section V.A.3 or V.C.3.

VI. EXCEPTIONS

A. Non-Competitive Procurements

1. Competitive processes are not required for purchases of Goods and services under \$1,000, but the prices shall be reasonable. No ICE is required. Selection should be based on quality and cost. To the extent practicable, purchases must be distributed equitably among qualified suppliers or vendors.

2. Services – Sole Source

- a. In those instances when it may be necessary or prudent to enter into sole source Contracts or Purchase Orders, specific approval shall be required.
- b. All sole source Contracts or Purchase Orders shall be governed by the following guidelines:
 - i. Sole source Contracts or Purchase Orders may be recommended for approval upon a finding of appropriateness and that it is in the best interest of the agency to do so.
 - a. Contracts or Purchase Orders may be recommended for approval on a sole source selection based upon a requirement for unique qualifications, the existence of significant time constraints, substantial duplication costs, and/or in certain instances of demonstrated experience.
 - b. After solicitation of a number of sources, the competition is determined inadequate.

3. Goods – Single Source

Pursuant to Public Utilities Code § 130237, the Board may direct the purchase of any Goods without engaging in a competitive procurement process upon a finding by two-thirds (2/3) of all Board members that there is only a single source of procurement and the purchase is for the sole purpose of duplicating or replacing the supply, equipment, or material already in use.

4. Uniformity Exemption

The competitive process shall not apply to purchases of software licenses and services that are required to maintain compatibility, functionality, or conformity with existing designs, products, equipment, facilities, systems, software, technologies, standardizations, proprietary product and the like, or to maintain current warranties, “only authorized distributor” circumstances, or

contractual obligations deemed to be in the Agency's best interests in the determination of the awarding authority.

Any recommendation for approval of a Contract or Purchase Order for which a competitive process has not been completed shall contain justification for the lack of competition.

Contracts or Purchase Orders exceeding the Executive Director's approval must be presented to the Board for approval specifically calling out the Non-Competitive finding and shall be placed on the discussion calendar.

B. Cooperative Procurements (piggybacking)

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

C. Emergency Procurements (PUC § 130234)

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

D. Remedial Measures (PUC § 130235)

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

E. Prototype Equipment (PUC § 130236)

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

F. Specialized Equipment (PUC § 130238)

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

G. Open Market (PUC § 130233)

If after rejecting bids received from a formal competitive procurement process, the Board determines by a majority vote that the Goods may be purchased at a lower price in the open market, the

procurement of such Goods or services may proceed without further observance of the provisions of this policy regarding Contracts, bids, advertisement, or notice.

H. Design Build

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

I. Utilities Services

The provisions of this policy are not required for procuring utility services including but not limited to water, sewer, electricity, natural gas, waste disposal, and telecommunications (telephone and internet).

J. Venues

The provisions of this policy are not required for the selection of venues for SBCTA's events. Venues are selected based on location, size, and other specific needs as required depending on the event.

VII. PURCHASE ORDERS

Issuance of Purchase Orders shall follow the competitive and non-competitive processes set forth in this Policy, but do not require legal counsel approval as to form or written concurrence of the Procurement Manager. Purchase Orders are authorized for the following purposes only:

- A. Purchase of Goods
- B. Purchase of Services under \$10,000, when the risks to SBCTA are considered low, in the discretion of the Procurement Manager and the Risk Manager.
- C. Software license and related maintenance and support agreements, unless software customization is required.

VIII. DELEGATION OF AUTHORITY

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

1. The Executive Director is authorized to release and advertise Requests for Proposals (RFP), Requests for Qualifications (RFQ) and Invitations for Bids (IFB) for proposed Contracts/projects for which funding has been approved in SBCTA's current Annual Budget and which are estimated not to exceed \$1 Million.

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

2. General Counsel is authorized to issue RFQs for the purpose of creating and maintaining panels of qualified lawyers and law firms to provide legal services.
3. The Procurement Manager or Department Director, or their designee, are authorized to release and advertise Invitations for Quotes (IFQ) for proposed Contracts or Purchase Orders estimated not to exceed \$25,000.

B. Contracts, Purchase Orders, Amendments and Contingency Amendments

1. General Policy.

- a. Except as provided in VIII.B.4.c.ii, all Contracts, Purchase Orders, and amendments in excess of \$100,000 require approval by the Board, unless otherwise authorized by the Board.

- b. In order to prevent delays that would result in negative impacts to projects and/or programs, staff will provide sufficient time for Policy Committees and/or the Board to review and consider staff recommendations for approval of Contracts and Contract amendments. Refer to Policy 10025.
- 2. Board President. The Board President is the officer designated to sign Contracts on behalf of the organization, unless otherwise authorized by the Board. In the absence of the Board President, the Board Vice President is authorized to sign Contracts on behalf of the organization.
- 3. General Policy Committee. The General Policy Committee is authorized to approve Contracts in excess of \$100,000, CTOs in excess of \$500,000, and amendments exceeding the Executive Director's authority in the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, with notification to the Board. Notification shall be made at the next regularly scheduled meeting of the Board following such approval.
- 4. Executive Director. The Executive Director is authorized to approve and execute:
 - a. All Contracts and Purchase Orders up to \$100,000.
 - b. Contract amendments and Purchase Order amendments:
 - i. With zero dollar value.
 - ii. For Contracts or Purchase Orders originally less than \$100,000, up to 50% of the original Contract or Purchase Order value.
 - iii. For Contracts or Purchase Orders originally over \$100,000, amendments that cumulatively do not exceed 50% of the original Contract or Purchase Order value or \$100,000, whichever is less.
 - iv. Amendments to extend Contract term of performance, either by exercising the optional term(s) set out in Contracts or Purchase Orders approved by the Board, or, if the Contract or Purchase Order has no such options, to extend the term up to a total five year performance period.
 - v. For Contracts with Board-approved contingencies, releases of contingency up to, but that do not exceed, the authorized contingency amounts.
 - c. Contract Task Orders (CTO):
 - i. All CTOs up to \$500,000, not-to-exceed the available Contract balance.
 - ii. CTO amendments within available Contract balance:
 - With zero dollar value.
 - For CTOs originally less than \$500,000, increasing the CTO amount up to \$500,000.
 - For CTOs originally \$500,000 or more, increasing the CTO amount by up to \$250,000.
 - d. Sole source procurements for services up to \$100,000 per Section VI, and sole source procurement of Goods up to a maximum amount of \$50,000 (PUC § 130232(c)). Such sole source procurements shall be routinely reported to the Board.
 - e. Leases of real property by SBCTA:
 - i. With a term not to exceed five (5) years.
 - ii. Total rent not to exceed \$100,000 for entire lease term.
 - iii. Lease amendments within available term limit and total rent value, as set forth in i. and ii. above.
- 5. General Counsel. In order to address the agency's legal needs, General Counsel is authorized to directly award, execute, and amend legal services agreements up to \$100,000. All such agreements shall be routinely reported to the Board. The procurement requirements set forth in Section V.D are not applicable to legal services agreements awarded under this provision.
- 6. Department Director. The Department Director, or their designee, is authorized to approve and execute contingency amendments (SBCTA Form 305) for services Contracts and change orders

for construction Contracts that do not exceed contingency amounts authorized by Board, or the Executive Director. Contingency amendments and change orders approved by the Department Directors will be presented monthly for review to the appropriate Policy Committee and/or Board.

IX. Delegation of Authority to Act Upon Special Risks or Circumstances related To Insurance Requirements In Awarded Contracts, Purchase Orders, and License/Lease Agreements

A. Delegation of Authority

1. Risk Manager and Director of Special Projects and Strategic Initiatives. The Risk Manager and the Director of Special Projects and Strategic Initiatives are authorized to:
 - a. Make changes to the general insurance requirements, including limits of coverage, after considering the nature of the risk exposures, prior experience, insurer(s), coverage terms and conditions, or other special circumstances, as provided in b. and c., below.
 - b. Reconsider and make changes to the insurance coverage limits that do not exceed a 50% difference above or below the originally accepted limits of insurance.
 - c. Approve deductibles and self-insured retention up to \$500,000.
2. Executive Director. The Executive Director is authorized to:
 - a. Make changes to the general insurance requirements, including limits of coverage, after considering the nature of the risk exposures, prior experience, insurer(s), coverage terms and conditions, or other special circumstances, as provided in b., c., and d., below.
 - b. Reconsider and make changes to the insurance coverage limits that may exceed a 50% difference above or below the originally accepted limits of insurance.
 - c. Eliminate any coverage conditions, limits, other requirements, including eliminating specific coverage(s) entirely.
 - d. Approve deductibles and self-insured retention up to \$5,000,000 for utility companies, up to stated insurance requirements for government agencies, and up to \$1,000,000 for all other companies.

B. Special Circumstances

1. The following are special circumstances that may be grounds for changing insurance requirements:
 - a. Changes in scope of services, including, but not limited to, Contracts with multiple notice to proceed and on-call providers with multiple Contract Task Orders
 - b. Insurance market-related constraints, such as type of insurers or coverage available
 - c. Change in company size
 - d. Change in number of vehicles owned by company
 - e. Changes that may trigger or eliminate requirement of worker's compensation coverage
 - f. Insurance policy required is no longer applicable or insurance policy that was not previously applicable becomes applicable and must be added
 - g. Insurance levels required are too high for company size and consequently not available in the market
 - h. Company-secured insurance that requires a deductible or self-insured retention

C. Assessing Risks and Identifying Mitigating Controls

1. Some of the circumstances listed above do not change SBCTA's exposure, others do. In order to ensure that SBCTA is protected, the Risk Manager will review each request and assess the associated risk, if any, and any potential mitigating controls.
 - a. The review will include the following steps:

- i. Review scope of work and reassess insurance types and limits
- ii. Review vendor's insurance broker recommendations and consult with SBCTA insurance broker if necessary.
- iii. When appropriate, assess vendor's financial strength by reviewing the vendor's:
 - 1. Financial statements
 - 2. Actuary reports for self-insured program
 - 3. Third Party Administrator reputation
 - 4. Number of claims in the past five years
- iv. Review the insurers' financial strength and, when applicable, require an increase to their financial rating to mitigate additional risks.

D. Mechanism to Incorporate Approved Changes

- 1. The following will require amendments that will be approved by the Executive Director or the Board of Directors, as is appropriate under this Policy's provisions:
 - a. Changes to insurance limits.
 - b. Elimination of any coverage, limits, or other requirements.
- 2. The following changes can be done by preparing a memo that is provided to the vendor and a copy is filed with the Contract or Purchase Order:
 - a. Financial rating of insurers (Financial rating lower than A-VII will require Board of Directors' approval).
 - b. Deductibles and self-insured retention.
 - c. Endorsements.

X. STANDARD OF ETHICS

- A. No SBCTA staff shall solicit, demand or accept from any person anything of a monetary value for or because of any action taken, or to be taken, in the performance of his or her duties. SBCTA staff failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by SBCTA, including possible dismissal.
- B. No SBCTA staff shall use confidential information for his or her actual or anticipated personal gain, or the actual or anticipated personal gain of any other person related to such SBCTA staff by blood, marriage, or by common commercial or financial interest. SBCTA staff failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by SBCTA, including possible dismissal.
- C. SBCTA procurements shall be conducted in accordance with SBCTA's Procurement Standards of Conduct and in compliance with the SBCTA Conflicts of Interest Policy and applicable federal and state law.

XI. REVISION HISTORY

Revision No.	Revisions	Adopted
0	New Policy. Adopted by the Board of Directors	01/03/97
1	Modified Para. 11000.10	01/07/98
2	Modified Para. 11000.7.2	01/07/98
3	Deleted & replaced Para. 11000.7.3	01/07/98
4	Added Para. 11000.10 B	03/04/98
5	Modified Para. 11000.10	06/03/99
6	-Added Para. 11000.7.2.f -Modified Para. 11000.7.3.5.B -Modified Para. 11000.9.3.2	09/01/99

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

Revision No.	Revisions	Adopted
22	Change approved by the Board of Directors on December 6, 2017, Agenda Item 4. Incorporated language regarding 2 CFR part 200 federal requirements.	12/06/17
23	Changes approved by the Board of Directors on January 8, 2020, Agenda Item 6. Added in Executive Director CTO signature limit.	01/08/20
24	Changes approved by the Board of Directors on June 3, 2020, Agenda Item 3. Added provisions re: contingency amendments.	06/03/20
25	Changes approved by the Board of Directors on [REDACTED], 2021, Agenda Item X. Expanded the Risk Management review, revised Leasing of Real Property, added exceptions for uniformity and Utilities, clarify the use of Purchase Orders, added provisions for changes to insurance requirements after contract award.	10/06/21

Attachment: Policy 11000 Revised Clean copy (7997 : General Updates to Policies No. 11000, 31602, and 10006)

San Bernardino County Transportation Authority	Policy	31602
Adopted by the Board of Directors July 2, 2014	Revised	0310/06/1921
SBCTA RailReal Property	Revision No.	12

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

Table of Contents
Purpose References Definitions Policy Types of Grants of Right of Use Principles of Grants of Right of Use Executive Director Authority Specific Uses Fees and Charges Appeals Revision History

I. PURPOSE

~~The purpose of this Rail Property Policy is to set forth the policies, procedures~~ This policy establishes guidelines, delegations of authority, and bases for imposing fees and charges, associated with ownership, management and grants of rights of use of SBCTA Rail Property. ~~This policy shall not affect existing grants of right of use, entered into prior to the effective date of this Policy, but shall apply to amendments, extensions, terminations, assignments or other material changes to such pre-existing grants.~~ real property owned by SBCTA.

II. REFERENCES

- [California Government Code § 6066](#)
- [Policy 10006, Authority to Act Upon Certain Claims](#)
- [Policy 11000, Procurement and Special Risk Assessment](#)
- [Policy 34509, Project Development and Program Management Signatory and Approval Authority](#)

~~III The primary use for the Baldwin Park Branch right of way is for rail transit purposes. The immediate implementation of rail service is not planned, but SBCTA does not wish to permit any activity which would either preclude or make difficult the future implementation of rail service on this important and irreplaceable 20-mile corridor. Notwithstanding this, SBCTA wishes to encourage compatible uses within the right of way which further public purposes and improve the quality of life.~~

III. DEFINITIONS

- “AMTRAK” – means the National Railroad Passenger Corporation.
- “BNSF” – means Burlington Northern Santa Fe Railway, or any applicable related entity or affiliate.
- “Board of Directors” – means the legislative body of SBCTA.
- “Board” – means the Board of Directors or such committee or other body comprised of members of the Board of Directors, as the Board of Directors may designate.
- “Encroachment” – means any use of, or entry upon, any property without a written grant of right of use from SBCTA.
- “Executive Director” – means the Executive Director of SBCTA and shall be deemed to include any designee specified by the Executive Director to act in his or her place.
- “Grant of rightRight of useUse” – means any permit, license, lease, or easement duly authorized, executed and issued by SBCTA in writing, that expressly authorizes a specific use of RailSBCTA Property. A grant of right of use is valid only for that specific kind, quantity, time, duration, and quality of use, and only by the Permittee, as expressly set forth in the grant of right of use. Any use exceeding or differing from that set forth in the grant of right of use is an encroachment.
- “Longitudinal use” – means the installation of aerial or subsurface wires, pipes, conduits, fibers or other facilities or improvements that are placed lengthwise along the right-of-way, rather than transverse (i.e., across) it.
- ~~“Permittee” – means the person or entity to whom the grant of right of use is issued.~~
- ~~“Rail Property” – means any real property in which SBCTA has any right, title or interest, related to or in connection with SBCTA’s current and future railroad and/or transit functions, operations, or projects.~~
- ~~“Railroad operating envelope” – means the right-of-way area within 50 feet of the centerline of any railroad tracks used or useable for railroad operations.~~
- “Railroad Operator” – means any and all applicable persons or entities having any right to operate any railroad or transit service over or along any RailSBCTA Property, including but not limited to BNSF, UPRR, SCRRA, and AMTRAK, any successor in interest to any of them, and any other person or entity with a present right, or a right hereafter acquired or created, to operate a railroad or transit service on RailSBCTA Property.
- ~~“Permittee” – means the person or entity to whom the grant of right of use is issued.~~
- ~~“SBCTA” – means the San Bernardino County Transportation Authority.~~
- ~~“Railroad Operating Envelope” – means the right-of-way area within 20 feet of the centerline of any railroad tracks used or useable for railroad operations.~~
- ~~“SANBAG Entity(ies)” – means SBCTA’s predecessor, San Bernardino Associated Governments, and its various entities, including but not limited to, the San Bernardino County Transportation Commission.~~
- ~~“SBCTA” – means the San Bernardino County Transportation Authority.~~
- “SBCTA Authority” – means the officer, official or body possessing or delegated authority to approve or execute the respective grants of right-of-use as set forth in this policy.
- “SBCTA Property” – means any real property in which SBCTA has any right, title or interest.
- “SCRRA” – means Southern California Regional Rail Authority, also known as Metrolink.
- “Temporary Construction Easement” or “TCE” – means an easement granted in favor of an adjoining landowner for a limited duration of time for the purpose of carrying out construction of a project on adjoining property.
- “UPRR” – means Union Pacific Railroad, or any applicable related entity or affiliate.

IV. POLICY

All grants of right of use for SBCTA Property will be authorized and managed in accordance with the following provisions. This policy shall not affect existing grants of right of use entered into prior to the effective date of this Policy, but shall apply to amendments, extensions, terminations, assignments or other material changes to such pre-existing grants.

Attachment: SBCTA Rail Property Policy 31602 comparison (7997 : General Updates to Policies No. 11000, 31602, and 10006)

Any SBCTA Property subject to the terms and conditions of a cooperative agreement which provides that another agency is responsible for managing and/or operating such property is exempt from the provisions of this policy. Property acquired in connection with construction of an SBCTA project, which property SBCTA will dispose of after completion of the project, are exempt from the provisions of this policy.

V. TYPES OF GRANTS OF RIGHT OF USE

A. Easements. Easements are generally disfavored. Easements which may impact existing or future rail operations will be granted only when compelled by law or when necessary to protect SBCTA from liability. Only easements in favor of a public utility for the sole purpose of providing utility service to SBCTA property; easements needed to relocate an existing public utility easement having prior rights as against SBCTA's interest in the property, where the need for relocation was caused by a SBCTA project; and TCEs in favor of a public agency for the purpose of construction of a public project on adjoining public property and having a term of one year or less, may be approved and executed by the Executive Director. All other easements must be approved by the Board.

~~A. Leases. Title to Rail Property~~

~~B. Transfer of Title.~~

1. SBCTA Property. Leases are generally disfavored but may be considered on a case-by-case basis for station areas, buildings and other property that is not within the Railroad Operating Envelope, and will not be needed for transportation purposes within three years. Leases may be approved and executed by the Executive Director where all findings and requirements of this policy have been met, the term of the lease is not more than 5 years, and the fair market rental value of the property subject of the lease, as determined according to the provisions of Section IX of this policy, does not exceed \$5,000 per month. All other leases of SBCTA Property require Board review and approval.
2. Santa Fe Depot. Notwithstanding Subsection 1 above, leasing of space within the Santa Fe Depot shall be subject to the following:
 - a. Notices requesting offers to lease shall be posted in the SBCTA offices, mailed or emailed to any person who has filed a written request with SBCTA for such notice, and published in a newspaper of general circulation as provided in Government Code § 6066. All such notices shall be posted, mailed or emailed, and published at least 15 days prior to accepting any offers to lease. All requests to receive notices of offers to lease shall be renewed annually.
 - b. Notices requesting offers to lease shall describe the property proposed to be leased, the terms of the lease, and the location where offers to lease will be accepted.
 - c. The Executive Director is hereby authorized to take all actions approve and execute leases processed in accordance with this section, so long as the lease term is for 5 years or less.
 - d. Board approval is required for all leases exceeding 5 years, and for renewals/extensions of leases originally approved and executed by the Executive Director that extend the original lease term to longer than 5 years.

C. Licenses. Licenses are favored when the proposed use is expected to continue longer than 30 days. Licenses may be granted and executed by the Executive Director. However, where the use proposed is a longitudinal use of more than 1,000 feet in length, the license shall require Board approval.

D. Permits. Permits are favored when the proposed use is reasonably expected to continue for less than 30 days, or for a longer period if being granted to a contractor for the purpose of conducting work necessary to establish a longer-term use allowed by license agreement to another party, such as the construction of an underground pipeline or conduit crossing of the property. Permits may be approved and executed by the Executive Director. There are three kinds of permits issued by SBCTA:

1. **Right of Entry Permit.** A Right of Entry permit is issued where temporary access to property is needed for short-term activities such as, but not limited to: environmental studies; property surveys; and the construction, maintenance, or renovation of an improvement or facility, either on SBCTA Property pursuant to a license, lease, or easement, or on adjoining property belonging to another party.
- ~~4-2. Special Event Permit.~~ A Special Event Permit is issued where the applicant will be using SBCTA Property to conduct a special event, such as, but not limited to, a party, sale, show, festival, sporting event, or filming of a motion picture or television. It shall be issued in substantially the same form as a Right of Entry Permit. However, the Executive Director is authorized to condition, add to, delete from, and/or modify the Right of Entry Permit form to address the special circumstances and/or risks presented by the particular Special Event, documents necessary or desirable to transfer any Rail Property currently held or hereafter acquired in the name of any SANBAG Entity to the San Bernardino County Transportation Authority, with the approval of the including the power to lessen or waive SBCTA's protections, with the advice and approval of General Counsel.

~~B. Special Right of Entry Permit. Policy Principles And Authority To Execute Grants Of Right Of Use~~

3. A Special Right of Entry permit is issued when an adjoining property owner needs access to SBCTA Property for mutually beneficial purposes not involving significant risks and hazards, such as, but not limited to, lot-line fence repair, graffiti removal, vegetation removal, minor maintenance, etc. Where meeting the insurance requirements as stipulated by the Risk Manager or Director of Special Projects and Strategic Initiatives would be an economic hardship on the applicant and the Risk Manager and/or General Counsel determines that the level of risk involved does not require more protection for SBCTA, a Special Right-of-Entry Permit may be issued with a release of liability and indemnity agreement and the insurance requirements may be reduced or waived.

VI. PRINCIPLES AND AUTHORITY TO EXECUTE GRANTS OF RIGHT OF USE

A. Limitations on Authority. No SBCTA employee, officer or agent, or any other person, has any authority to promise, commit or bind SBCTA to any grant of right of use, or to execute or issue any written grant of right of use except as specifically set forth in this policy. Any grant of right of use promised, executed or issued without strict compliance with this policy shall be void, unless authorized by a valid action of the Board. Notwithstanding any delegation of authority in this policy, no grant of right of use involving the closure of operating rail lines, for any period of time, may be granted or issued except by a valid action of the Board.

B. Approved Forms of Documents Templates. All grants of rights of use shall be issued on the form documents templates approved as to form by the General Counsel. The Executive Director, with the approval of the General Counsel, shall have power to alter or amend the form documents of the template for a particular transaction where necessary or desirable to protect SBCTA's interests, including but not limited to the imposition of conditions as set forth in Section ~~##VII~~, subsection D below, but shall not have the power to lessen or waive SBCTA's protections, except as specifically authorized in this policy or by the Board. Any agreement to lessen or waive SBCTA's protections set forth in the form documents as previously approved by Board shall require Board approval and the payment of a fee the Appeal Fee to cover the cost of processing the request to the Board.

~~A. Easements Disfavored. Easements are generally disfavored. With respect to railroad right-of-way, easements will be granted only when compelled by law or when necessary to protect SBCTA from liability. Only easements in favor of a public utility for the sole purpose of providing utility service to SBCTA property; easements needed to relocate an existing public utility easement having prior rights as against SBCTA's interest in the property, where the need for relocation was caused by a project of SBCTA or San Bernardino Associated Governments; and TCEs in favor of a public agency for the purpose of construction of a public project on adjoining public property and having a term of one year or less, may be approved and executed by the Executive Director. All other easements may be approved only by the Board.~~

~~Leases. Leases are disfavored in operating railroad right-of-way, but may be considered on a case-by-case basis for station areas, buildings and other property that is not within the railroad operating envelope, and that will not be needed for transportation purposes within three years. Leases may be approved and executed by the Executive Director where all findings and requirements of this policy have been met, the term of the lease is not more than 5 years, and the fair market rental value of the property subject of the lease, as determined according to the provisions of Section V of this policy, does not exceed \$5,000 per month.~~

~~B.A. Licenses. Licenses are the favored document for grants of rights of use where the proposed use is expected to continue longer than 30 days. Licenses may be granted and executed by the Executive Director. However, where the use proposed is a longitudinal use of more than 4,000 feet in length, the license shall require Board approval.~~

- ~~C.A. **Permits.** Permits are the favored document for grants of rights of use where the proposed use is reasonably expected to continue for less than 30 days, or for a longer period if being granted to a contractor for the purpose of conducting work necessary to establish a longer term use allowed by license agreement to another party, such as the construction of an underground pipeline or conduit crossing of the property. Permits may be approved and executed by the Executive Director. There are three kinds of permits issued by SBCTA:~~
- ~~2. **Right of Entry Permit.** A Right of Entry permit is issued where temporary access to property is needed for short term activities such as, but not limited to: environmental studies; property surveys; and the construction, maintenance, or renovation of an improvement or facility, either on SBCTA Rail Property pursuant to a license, lease, or easement, or on adjoining property belonging to another party.~~
 - ~~3. **Special Event Permit.** A Special Event Permit is issued where the applicant will be using Rail Property to conduct a special event, such as, but not limited to, a party, sale, show, festival, sporting event, or filming of a motion picture or television. It shall be issued in substantially the same form as a Right of Entry Permit. However, the Executive Director is authorized to condition, add to, delete from, and/or modify the Right of Entry Permit form to address the special circumstances and/or risks presented by the particular Special Event, with the advice and approval of General Counsel.~~
 - ~~4. **Special Right of Entry Permit.** A Special Right of Entry permit is issued when an adjoining property owner needs access to SBCTA Rail Property for mutually beneficial purposes not involving significant risks and hazards, such as, but not limited to, lot-line fence repair, graffiti removal, vegetation removal, minor maintenance, etc. Where meeting the minimum insurance requirements would be an economic hardship on the applicant and the Risk Manager and/or General Counsel determines that the level of risk involved does not require more protection for SBCTA, a Special Right of Entry Permit may be issued with a release of liability and indemnity agreement and the insurance requirements may be reduced or waived.~~
- C. **Extensions, Renewals and Amendments.** Any Except as provided in V.B., any extension, renewal or amendment of any grant of right of use may be granted and executed by the same level of SBCTA Authority authorized to initially grant such right of use if the extension, renewal or amendment would have qualified as an initial grant of right of use under this policy, whether or not the initial grant of right of use predates the adoption of this policy.
- D. **Termination of Grant of Right of Use.** Any grant of right of use may be terminated in accordance with its terms by the same level of SBCTA Authority as is authorized to grant such right of use under this policy whether or not the grant of right of use predates the adoption of this policy.
- E. **Consent to Assignment, Assumption or Sublease.** Consent to Assignment, Assumption or Sublease of any grant of right of use may be granted by the same level of SBCTA Authority as is authorized to grant such right of use under this policy, whether or not the grant of right of use predates the adoption of this policy provided that the assignee/assumer/sublessee and its proposed use meet all requirements of this policy independently of the original Permittee and all required findings for the original approval of a grant of right of use are met.
- ~~D. **Exceptions.** Where the Board has approved or authorized exceptions to or deviations from the requirements of this policy, the Executive Director shall have authority to execute any grant of right of use document implementing such Board approval or authorization, when approved by the General Counsel.~~
- F. **Encroachment/Trespass/Nuisance.** Any encroachment is hereby declared to be a trespass and a public nuisance and the Executive Director, with the advice and approval of General Counsel, is hereby authorized to take all actions, including but not limited to the filing of court actions, necessary or appropriate to enforce SBCTA's rights and remedies, and, when, where and to the extent legally permitted, to abate or eject any and all such trespasses/nuisances. In appropriate cases, where the encroaching use would have qualified, or could be corrected to qualify, for a grant of right of use under this policy, all required findings set forth in this policy can be made, and the encroacher/ trespasser satisfactorily demonstrates trustworthiness and willingness to comply with all requirements, the encroachment/trespass may be remedied by compliance with required corrections and subsequent granting of a right of use, payment of fees and charges in accordance with and subject to all of the provisions of this policy and payment of costs incurred by SBCTA in enforcing its rights. The Executive Director is authorized to negotiate and compromise the amounts of back fees, charges owed, and costs to be collected, up to the amount of his or her ~~contract~~ authority level authorized under Policy 10006, with the advice and approval of General Counsel.
- ~~E. **Emergency Expenditures.** In the event of an emergency or discovery of a dangerous condition of Rail Property, the Executive Director is authorized to expend or authorize expenditures of funds from grant of right of use revenues or other available funds pursuant to SBCTA Policy 11000 Section VI.D.~~
- G. **Discretionary Actions.** Wherever any grant of right of use, regardless of the level of SBCTA Authority originally approving it, provides or implies that SBCTA has any discretion to take or refrain from any action or give any notice, the Executive Director, with the advice and approval of General Counsel, is hereby authorized to exercise such discretion on SBCTA's behalf.
- H. **Executive Director Approval Insurance Requirements.** In most cases, insurance will be required for all grants of right of use. All insurance requirements will be determined and approved by SBCTA's Risk Manager or Director of Special Projects and Strategic Initiatives. Modifications to the insurance requirements will be made pursuant to SBCTA Policy 11000 Section XI when applicable.
- I. **Inspections.** After the grant of right of use has been approved and is being used, SBCTA may, but shall not be required to, conduct an annual or other periodic inspection of the property to verify the Permittee's compliance with the terms and conditions of the grant of right of use and that the use has not created unforeseen safety or use compatibility issues. The cost of the periodic inspection shall be included in the Annual Administrative Fee described below. However, SBCTA may inspect as frequently as it deems necessary or desirable, in its sole discretion, where the nature of the use or the results of a prior inspection indicate that it is in SBCTA's best interests, or those of the public, to do so. The Permittee shall pay a fee, set by the Board from time to time, for each such subsequent inspection within 30 days of the applicable inspection. Failure to submit to any inspection or to pay the Inspection Fee shall result in termination of the grant of right of use.
- J. **Exceptions.** Where the Board has approved or authorized exceptions to or deviations from the requirements of this policy, the Executive Director shall have authority to execute any grant of right of use document implementing such Board approval or authorization, when approved by General Counsel.

VII. EXECUTIVE DIRECTOR AUTHORITY.

- A. **Approval of Grant of Right of Use.** The Executive Director shall not approve, grant or execute a grant of right of use without first doing all of the following:
1. Make all of the following findings concerning the proposed use and prospective user, based upon reliable, verified information and evidence:
 - a. It is in the best interest of SBCTA to issue the grant of right of use.
 - b. The prospective user is ~~credit worthy~~creditworthy, can meet the insurance requirements of SBCTA, and demonstrates sufficient financial responsibility to fulfill all obligations under the grant of right of use.
 - c. Neither the use nor any work needed to establish the use, including but not limited to grading, excavation, boring, paving, etc., will interfere with or adversely affect any present or future City, County, Caltrans, ~~Railroad~~Operator, or SBCTA transportation uses, projects or operations, or any SBCTA property or facilities, whether or not rail- or transportation-related.
 - d. Any and all required building and/or occupancy permits or other governmental authorizations have been obtained by the prospective user under the current applicable zoning regulations and code requirements.
 - e. The proposed use is not illegal, would not constitute a public or private nuisance, is not contrary to public or SBCTA policy, would not create a dangerous or unsafe condition, and is compatible with nearby property uses.
 - f. The proposed use does not create a park or recreational use of the ~~Rail~~SBCTA Property subjecting the ~~Rail~~SBCTA Property to federal Rule 4(f) requirements, as set forth in 49 U.S.C. §303, 23 U.S.C. §138, and/or Title 23 Code of Federal Regulations 774, or otherwise change the nature of the primary use of the ~~Rail~~SBCTA Property.
 - g. The proposed use conforms to SBCTA policies and requirements affecting the proposed use and the ~~Rail~~SBCTA Property, and to all applicable government permits, approvals, and regulations, and complies with any agreements affecting the ~~Rail~~SBCTA Property, including those with ~~Railroad~~ Operators or adjoining landowners.

- h. The proposed use is not intended to meet any city, county, state, federal, or other regulatory code requirements imposed on the tenants of adjoining or nearby property or public facility.
 - i. It has been found by the responsible lead agency, or otherwise proven, to be exempt from the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA), or the requirements of CEQA and NEPA have been previously fulfilled, such that SBCTA shall have no responsibility or liability for compliance with CEQA or NEPA.
 - j. It does not pose an environmental risk from hazardous materials or violate environmental laws.
 - k. The fees and charges required to be paid by the prospective user constitute a fair market return on the property or comply with the SBCTA Schedule of Fees and Charges, or that SBCTA is precluded by law from charging a higher fee.
2. Verify that the prospective user has delivered to SBCTA all of the following:
- a. Valid insurance certificates documenting compliance with all applicable SBCTA and ~~Railroad~~ Operator insurance requirements, including required additional insured endorsements.
 - b. Proof that all other applicable requirements of any ~~Railroad~~ Operator have been met, including but not limited to, roadway worker protections, safety training, flagging, permits, and indemnity.
 - c. All required fees and charges, including use fees for the initial period of use.
 - d. Documentation of CEQA/NEPA compliance, where SBCTA is not the lead agency with regards to CEQA/NEPA.
3. Verify that the form of the grant of right of use has been approved by General Counsel, and evidence of insurance has been reviewed and approved by SBCTA's Risk Manager.

B. Conditions. The Executive Director is empowered to impose conditions on any grant of right of use to assure that the necessary findings, standards, specifications, and other regulations will be met and that SBCTA's best interests and public safety are adequately protected.

C. Board Approval. Where the Executive Director believes that the facts and circumstances of the application or the use raise policy questions best decided by the Board, the application may be presented to the Board for their determination without first denying the application.

D. Title to SBCTA Property. The Executive Director is authorized to take all actions and execute all documents necessary or desirable to transfer any SBCTA Property currently held in the name of any SANBAG Entity to the San Bernardino County Transportation Authority, with the approval of General Counsel.

D. Emergency Expenditures Insurance requirements

- 1. ~~Minimum requirements.~~ Except as to waivers of insurance granted for Special Right of Entry Permits as set forth above, the insurance requirements for any grant of right of use shall not be less than the following minimum insurance coverage and limits, where applicable:
 - a. ~~Commercial General Liability (CGL)~~— Not less than \$1 million per incident, \$2 million aggregate
 - b. ~~Worker's Compensation~~— Not less than \$1 million per accident for bodily injury or disease
 - c. ~~Automobile Liability~~— Not less than \$1 million per accident for bodily injury and property damage
 - d. ~~Pollution Liability~~— If hazardous materials are or may be involved, \$1 million per occurrence or claim and \$2 million aggregate.
 - e. ~~Umbrella Insurance Policy~~— Not less than \$5 million. An excess policy may be accepted after the review and recommendation of the risk manager and approval of the Executive Director.
 - f. ~~If operational railroad right-of-way is involved or potentially affected, Railroad Protective Liability Insurance (RPLI)~~—\$2 million per incident, \$6 million aggregate. CGL that is approved by the SBCTA Risk Manager and General Counsel as including equivalent coverage to the required RPLI may be used to satisfy this requirement. This requirement may be waived by the Executive Director where he or she finds, in writing, upon advice of the Risk Manager and with the advice and consent of the General Counsel, that the allowed uses and operations on the Rail Property would present no reasonable risk of a liability that would be covered by RPLI.
- 2. ~~These coverage requirements may be increased by the Executive Director with the advice and approval of the Risk Manager and/or General Counsel where the risks associated with a particular use warrant increased coverage. The minimum requirements may also be increased from time to time by the Executive Director upon advice of the Risk Manager and/or General Counsel to reflect changing circumstances, claims history, changes in the law, and other relevant factors.~~
- 3. ~~Primary and Noncontributory~~— For any claims related to the granted right of use, the Permittee's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects SBCTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by SBCTA, its officers, officials, employees, or volunteers shall be excess of the Permittee's insurance and shall not contribute with it.
- 4. ~~Notice of Cancellation~~— Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to SBCTA.
- 5. ~~Waiver of Subrogation~~— Permittee shall grant to SBCTA a waiver of any right to subrogation which any insurer of said Permittee may acquire against SBCTA by virtue of the payment of any loss under such insurance. Permittee shall agree to obtain any endorsement that may be necessary to effect this waiver of subrogation, and this provision shall apply whether or not SBCTA has received a waiver of subrogation endorsement from the insurer.
- 6. ~~Self-Insured Retentions~~— Self-insured retentions must be declared to and approved by SBCTA. SBCTA may require the Permittee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SBCTA.
- 7. ~~Acceptability of Insurers~~— All insurance policies shall be issued by insurance carriers either admitted in California or approved by the Risk Manager, and having an A.M. Best rating of A-VII or better. All policies and insurance certificates shall be in form and content acceptable to the Risk Manager and General Counsel.
- 8. ~~Additional Insured Status~~— SBCTA, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Permittee, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Permittee's insurance (at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used).

H.A. Inspections. ~~After the grant of right of use has been approved and is being used, SBCTA may, but shall not be required to, conduct an annual or other periodic inspection of the Rail Property to verify the Permittee's compliance with the terms and conditions of the grant of right of use and that the use has not created unforeseen safety or use compatibility issues. The cost of the periodic inspection shall be included in the Annual Administrative Fee described below. However, SBCTA may inspect as frequently as it deems necessary or desirable, in its sole discretion, where the nature of the use or the results of a prior inspection indicate that it is in SBCTA's best interests, or those of the public, to do so. The Permittee shall pay a fee, set by the Board from time to time, for each such subsequent inspection within 30 days of the applicable inspection. Failure to submit to any inspection or to pay the Inspection Fee shall result in termination of the grant of right of use.~~

E. In the event of an emergency or discovery of a dangerous condition of any SBCTA Property, the Executive Director is authorized to expend or authorize expenditures of funds from grant of right of use revenues or other available funds pursuant to SBCTA Policy 11000 Section VI.D.

IV.VIII. SPECIFIC USES

~~These additional requirements apply to the following specific uses.~~

- A. **Signs.** Only the Board may approve a grant of right of use for a permanent sign structure.
- B. **Roads and Pathways.** Only the Board may approve a grant of right of use for a long-term (longer than sixty (60) days) road, driveway, bikeway, pathway or similar use. Additional insurance may be required by the Risk Manager.
- C. **Uses Open to Invitees or the Public.** Uses open to invitees of the Permittee or to the public may be subject to additional insurance requirements by the Risk Manager, special conditioning by the Executive Director, and liability review by General Counsel prior to approval.
- D. **Filming.** Permittees of grants of rights of use for purposes of filming shall not engage in or stage dangerous stunts, pyrotechnical scenes, explosions, etc. Additional insurance may be required by the Risk Manager.
- ~~D.A. **Baldwin Park Branch.** The primary use for the Baldwin Park Branch right of way is for rail transit purposes. The immediate implementation of rail service is not planned, but SBCTA does not wish to permit any activity which would either preclude or make difficult the future implementation of rail service on this important and irreplaceable 20-mile corridor. Permittees of grants of rights of use for purposes of filming shall not engage in or stage dangerous stunts, pyrotechnical scenes, explosions, etc. Additional insurance may be required by the Risk Manager.~~
- E. Notwithstanding this, SBCTA encourages compatible uses within the right of way which further public purposes and improve the quality of life.

VIX. FEES AND CHARGES – NOT APPLICABLE TO THE SANTA FE DEPOT

A. Application Fee

- 1. **Payment of Fee.** Each prospective user shall pay, at the time of filing the application, a non-refundable Application Fee in an amount set by the Board from time to time by resolution. The Application Fee shall be for the purpose of recovering the full estimated cost for all processing, reviews, and analysis of applications for, issuance of, and management of Rail Property grants of rights of use, including but not limited to the cost of employees' and contractors' time, attorney and engineering review, for the protection of SBCTA's interests over the term of the grant of right of use, and for all anticipated SBCTA administrative and overhead costs for the initial 12 month (or part thereof) period of use.
- 2. **Separate Fee for Subsequent Reviews.** If the application is rejected or withdrawn, and is resubmitted for a new review, with or without changes, after the application has been processed for submittal to the Executive Director for approval/rejection, the applicant shall separately pay the Application Fee for each such subsequent review.
- 3. **Complex Reviews/Additional Fees.** Where the nature of the proposed use, and/or other facts and circumstances relative to the application make it clear that the cost of the amount of time or level of expertise, including but not limited to legal and/or engineering expertise, needed to properly review the application will significantly exceed the estimated full cost recovery as set forth in the adopted Application Fee, the Executive Director may require the applicant to pay the full actual cost of processing and reviewing the application. The adopted Application Fee shall then be a deposit against such full actual cost, and the Executive Director may require the deposit of such additional amounts as are reasonably calculated to estimate the full actual cost prior to processing the application or at any time prior to approval or denial. Upon approval or denial of the application, an accounting shall be made, and any overpayment returned to the applicant, and any deficiency shall be paid to SBCTA prior to issuance of any grant of right of use. Failure to deposit any such amounts shall be grounds for denial of the application without further processing.
- 4. **Consent Assignment, Assumption, Subleases Fee.** -At the time of submittal of a request for Consent to an assignment or assumption of a license or lease, or a sublease, the applicant shall pay a non-refundable Application Fee.

B. Administration Fee. Each Permittee shall pay annually on or before the anniversary of the date of issuance of the grant of right of use, an Administration Fee in an amount set by the Board from time to time by resolution. The Administration Fee shall be for the purpose of full cost recovery for all staff time, consultant costs, legal services, overhead, inspection, insurance and compliance reviews, and other anticipated administrative costs of the grant of right of use for the following 12-month period of use.

C. Use Fee.

In addition to the Administration Fee, each Permittee shall pay a Use Fee upon the issuance of the grant of right of use and each year thereafter on the anniversary of the issuance date throughout the term of the grant of right of use. In the case of leases, the Use Fee may be denominated as "Rents", and the terms "Use Fee" and "fee" or "fees" as used in this Policy where including Use Fees, shall include Rents for leases. Depending upon the type of use, the Use Fee shall be either a Fixed Use Fee or a Fair Market Use Fee.

- 1. **Fixed Use Fee.** The Board may approve by resolution Fixed Use Fees for certain permitted uses where the Board determines a fair market-based fee may be reasonably calculated in advance of receipt of an application for a grant of right of use.
- 2. **Fair Market Use Fee.** The Board may designate by resolution the imposition of Fair Market Use Fees for certain uses of RailSBCTA Property, and the establishment of minimum amounts for such Fair Market Use Fees. Where the Board has by resolution approved a Fair Market Use Fee for certain uses, the Executive Director shall establish the annual Fair Market Use Fee for each specific grant of right of use based upon a consideration of each of the following information sources, to the extent available, which shall be documented in the file for the grant of right of use:
 - a. appraisal data related to the acquisition of property for SBCTA projects;
 - b. rent/use fees of other nearby and comparable SBCTA grants of rights of use;
 - c. comparable sales and/or rents of adjacent properties;
 - d. right-of-way rent/use fees charged by railroads, utilities, and other private entities and public agencies (e.g., transit agencies, cities, counties and state) that have comparable rights of way near the subject RailSBCTA Property;
 - e. relevant value and rate information and opinions gathered from qualified local real estate professionals, such as brokers, property managers and agents; and
 - f. appraised value of neighboring properties (commonly referred to as "Across the Fence" or ATF values) as determined by a periodic appraisal of SBCTA's ROW properties.
- 3. Fair Market Use Fees for Transverse or Longitudinal uses shall be based on a minimum 10' wide facility corridor.
- 4. Where insufficient information is available upon which to base a determination of Fair Market Use Fee, or where the information that is available is inconsistent or contradictory, the Executive Director may negotiate a Fair Market Use Fee value at a rate intended to maximize SBCTA's economic return on the RailSBCTA Property. The Executive Director shall document the considerations used in setting or agreeing to the value.
- 5. Where more than one potential user is or could be interested in pursuing an exclusive grant of right of use (such as, but not limited to, a commercial parking lot, a pumpkin or Christmas tree lot or other sales outlet), the Executive Director may authorize a competitive bid or proposal process to determine which party receives a grant of right of use, and the highest bid/proposal from an acceptable applicant meeting all criteria of this policy shall be considered the Fair Market Use Fee.
- 6. The principles set forth in this Subsection C shall apply to Rents charged for Lease Agreements under this policy.
- 7. Revenue Sharing. For commercial uses generating revenue on SBCTA-Rail Property, and where the Board has designated the use by resolution to be subject to a Fair Market Use Fee, the Executive Director may authorize or negotiate a use fee in the form of a percentage of the Permittee's earned revenue as part of, an offset to, in addition to, or in lieu of the applicable fee or rent when the Executive Director determines it is in SBCTA's best interests to do so and all other requirements of this Policy have been met.
- 8. Pursuant to Board Action taken October 1, 2014, the County of San Bernardino and the incorporated cities and towns located within said county are exempt from the collection of Use Fees imposed by this Policy.

D. Extension Fee. Each Permittee shall pay SBCTA, upon submittal of a request for an extension of a grant of right of use, an Extension Fee in an amount set by the Board from time to time by resolution. The Extension Fee shall be for the purpose of full cost recovery for all staff time, consultant costs, legal services, overhead, and document preparation of the extension.

- E. Appeal Fee.** The cost to appeal an Executive Director decision to the Board or to apply to the Board for a waiver or reduction of a requirement set by this policy shall be set by the Board from time-to-time by resolution at estimated full cost recovery. The appeal fee shall be paid by the Appellant at the time of submitting an Appeal to SBCTA. The appeal fee shall also be paid by the applicant whenever an application for a grant of right of use is referred to the Board for consideration at the request of the applicant. This fee shall be in addition to the applicable Application Fee.
- F. Adjustments.** Fees shall be adjusted annually to reflect the increase in the Consumer Price Index and, where applicable, shall be studied and adjusted periodically to reflect changes in fair market rates.
- G. Waivers.** The Executive Director may approve waivers or reductions of, or off-sets against, the Board-approved fees and charges to the extent that SBCTA receives value, consideration and/or benefit from the use or the Permittee, or that the Executive Director determines it is in the best interests of SBCTA to do so.
- H. Reporting.** The Executive Director shall report to the Board at a duly noticed public meeting at least once each year regarding all grants of right of use issued, amended, denied, and/or terminated, including all fees and charges for each, the bases on which all Fair Market Use Fees were established, and the amounts and bases for any reductions or waivers approved.

VI

X. APPEALS

A. Executive Director Decision.

The following decisions by the Executive Director (~~Executive Director Decision~~) are appealable by a Permittee or applicant for a grant of right of use: ~~1) to deny.~~

- ~~Denial of~~ an application for issuance, amendment, extension, or assignment of a grant of right of use; ~~2) to establish.~~ Establishment of a Fair Market Use Fee; ~~3) to terminate.~~ Termination of a grant of right of use; ~~4) to impose.~~ Imposition of a condition; or ~~5) to make any.~~ Any other discretionary decision permitted under this Policy.

B. Appeal Procedures.

An appeal of an Executive Director Decision by a Permittee or applicant shall comply with the following procedures:

- Permittee or applicant (Appellant) shall submit a written appeal to the SBCTA Board addressed to the SBCTA Board President, 1170 West Third Street, Second Floor, San Bernardino, California 92410, within five business days of the Executive Director Decision, and shall include the Appeal Fee. The appeal shall set out in specific detail the factual basis for appeal of the Executive Director Decision and include all supporting evidence and documentation, and shall be submitted under penalty of perjury.
- The Board President shall have authority to, in his or her sole discretion: act as the impartial Hearing Officer and hear the appeal; refer it to an impartial Hearing Officer who may be a SBCTA officer or employee, but may not be the Executive Director or any other employee who has participated in the review of the application or the decision being appealed; or refer it to the full Board, the Board Transit Committee, the Board General Policy Committee, or the Board Metro Valley Study Session, which shall then act as the Appeal Board. Such determination shall be made based upon the need for timely resolution of the appeal, complexity of the facts and circumstances or issues raised by the appeal, the nature of policy issues to be decided, and other relevant facts and circumstances.
 - If a Hearing Officer is used, the hearing shall be set for no more than 10 business days after receipt of the appeal, and the Appellant shall be given not less than 5 business days' notice of the time and place of the appeal hearing.
 - If an Appeal Board is used, the hearing shall be set for the next regular meeting of the body designated as the Appeal Board which will take place at least 15 business days after the filing of the appeal.
- The Hearing Officer or Appeal Board shall consider only such facts, evidence and documentation as is submitted in the form of a declaration under penalty of perjury or is provided under oath at the appeal hearing.
- The Hearing Officer or Appeal Board shall render a decision and provide notice of the decision to the Appellant within 15 business days after the conclusion of the appeal hearing. The decision of the Hearing Officer or Appeal Board shall be final.

XI. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	07/02/14
1	Part I – Reaffirm Policy 31600 Baldwin Park Branch language inadvertently omitted from Policy 31602 Part II – Update definitions reflecting a change to SBCTA from SANBAG Part III Section A – Remove Form of Title as SBCTA is a singular entity. Part III Section B Subsection 12 – Reference Executive Director Authority pursuant to Policy 11000 to ensure consistency between policies. Part III Section C Subsection 1 – Change permittee to prospective user as not all requests for a grant of right of use will result in a grant of right of use, and other clarifying clarifying language updates. Part III Section C Subsection 2 – Formally require prospective users to provide documentation of environmental compliance. Part III Section F – Update Insurance Minimum Requirements to close possible coverage gaps. Part V Section C Subsection 8 added reference to Board action waving fees for SANBAG member agencies. Changes approved by the Board on March 6, 2019, Agenda Item 16.	03/06/19
2	Part I – revised to indicate this policy applies to all Real Property and not just Rail Property. Part II – added references Part III – revised definitions to reflect the change from Rail to Real Property Part V Section B Subsection 2 – added provisions for leases for Santa Fe Depot facility which were previously under Policy 11000. Part VII Section D minimum insurance requirements were deleted as insurance language and limits will be established for each lease or license agreement. Part IX Section A minor corrections. Overall update of terms throughout the policy and reorganize some of the clauses to simplify the policy. Changes approved by the Board on October 6, 2021, Agenda Item xx.	10/06/21

San Bernardino County Transportation Authority	Policy	31602
Adopted by the Board of Directors July 2, 2014	Revised	10/06/21
SBCTA Real Property	Revision No.	2

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

Table of Contents
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I. PURPOSE

This policy establishes guidelines, delegations of authority, and bases for imposing fees and charges, associated with ownership, management and grants of rights of use of real property owned by SBCTA.

II. REFERENCES

California Government Code § 6066
Policy 10006, Authority to Act Upon Certain Claims
Policy 11000, Procurement and Special Risk Assessment
Policy 34509, Project Development and Program Management Signatory and Approval Authority

III. DEFINITIONS

- “**AMTRAK**” – means the National Railroad Passenger Corporation.
- “**BNSF**” – means Burlington Northern Santa Fe Railway, or any applicable related entity or affiliate.
- “**Board of Directors**” – means the legislative body of SBCTA.
- “**Board**” – means the Board of Directors or such committee or other body comprised of members of the Board of Directors, as the Board of Directors may designate.
- “**Encroachment**” – means any use of, or entry upon, any property without a written grant of right of use from SBCTA.
- “**Executive Director**” – means the Executive Director of SBCTA and shall be deemed to include any designee specified by the Executive Director to act in his or her place.
- “**Grant of Right of Use**” – means any permit, license, lease, or easement duly authorized, executed and issued by SBCTA in writing, that expressly authorizes a specific use of SBCTA Property. A grant of right of use is valid only for that specific kind, quantity, time, duration, and quality of use, and only by the Permittee, as expressly set forth in the grant of right of use. Any use exceeding or differing from that set forth in the grant of right of use is an encroachment.
- “**Longitudinal use**” – means the installation of aerial or subsurface wires, pipes, conduits, fibers or other facilities or improvements that are placed lengthwise along the right-of-way, rather than transverse (i.e., across) it.
- “**Operator**” – means any and all applicable persons or entities having any right to operate any railroad or transit service over or along any SBCTA Property, including but not limited to BNSF, UPRR, SCRRA, and AMTRAK, any successor in interest to any of them, and any other person or entity with a present right, or a right hereafter acquired or created, to operate a railroad or transit service on SBCTA Property.
- “**Permittee**” – means the person or entity to whom the grant of right of use is issued.
- “**Railroad Operating Envelope**” – means the right-of-way area within 20 feet of the centerline of any railroad tracks used or useable for railroad operations.
- “**SANBAG Entity(ies)**” – means SBCTA’s predecessor, San Bernardino Associated Governments, and its various entities, including but not limited to, the San Bernardino County Transportation Commission.
- “**SBCTA**” – means the San Bernardino County Transportation Authority.
- “**SBCTA Authority**” – means the officer, official or body possessing or delegated authority to approve or execute the respective grants of right-of-use as set forth in this policy.
- “**SBCTA Property**” – means any real property in which SBCTA has any right, title or interest.
- “**SCRRA**” – means Southern California Regional Rail Authority, also known as Metrolink.
- “**Temporary Construction Easement**” or “**TCE**” – means an easement granted in favor of an adjoining landowner for a limited duration of time for the purpose of carrying out construction of a project on adjoining property.
- “**UPRR**” – means Union Pacific Railroad, or any applicable related entity or affiliate.

IV. POLICY

All grants of right of use for SBCTA Property will be authorized and managed in accordance with the following provisions. This policy shall not affect existing grants of right of use entered into prior to the effective date of this Policy, but shall apply to amendments, extensions, terminations, assignments or other material changes to such pre-existing grants.

Any SBCTA Property subject to the terms and conditions of a cooperative agreement which provides that another agency is responsible for managing and/or operating such property is exempt from the provisions of this policy. Property acquired in connection with construction of an SBCTA project, which property SBCTA will dispose of after completion of the project, are exempt from the provisions of this policy.

V. TYPES OF GRANTS OF RIGHT OF USE

- A. Easements.** Easements are generally disfavored. Easements which may impact existing or future rail operations will be granted only when compelled by law or when necessary to protect SBCTA from liability. Only easements in favor of a public utility for the sole purpose of providing utility service to SBCTA property; easements needed to relocate an existing public utility easement having prior rights as against SBCTA’s interest in the property, where the need for relocation was caused by a SBCTA project; and TCEs in favor of a public agency for the purpose of construction of a public project on adjoining public property and having a term of one year or less, may be approved and executed by the Executive Director. All other easements must be approved by the Board.
- B. Leases.**
1. SBCTA Property. Leases are generally disfavored but may be considered on a case-by-case basis for station areas, buildings and other property that is not within the Railroad Operating Envelope, and will not be needed for transportation purposes within three years. Leases may be approved and executed by the Executive Director where all findings and requirements of this policy have been met, the term of the

Attachment: Revised Policy 31602 clean copy (7997 : General Updates to Policies No. 11000, 31602, and 10006)

lease is not more than 5 years, and the fair market rental value of the property subject of the lease, as determined according to the provisions of Section IX of this policy, does not exceed \$5,000 per month. All other leases of SBCTA Property require Board review and approval.

- 2. Santa Fe Depot. Notwithstanding Subsection 1 above, leasing of space within the Santa Fe Depot shall be subject to the following:
 - a. Notices requesting offers to lease shall be posted in the SBCTA offices, mailed or emailed to any person who has filed a written request with SBCTA for such notice, and published in a newspaper of general circulation as provided in Government Code § 6066. All such notices shall be posted, mailed or emailed, and published at least 15 days prior to accepting any offers to lease. All requests to receive notices of offers to lease shall be renewed annually.
 - b. Notices requesting offers to lease shall describe the property proposed to be leased, the terms of the lease, and the location where offers to lease will be accepted.
 - c. The Executive Director is authorized to approve and execute leases processed in accordance with this section, so long as the lease term is for 5 years or less.
 - d. Board approval is required for all leases exceeding 5 years, and for renewals/extensions of leases originally approved and executed by the Executive Director that extend the original lease term to longer than 5 years.

C. Licenses. Licenses are favored when the proposed use is expected to continue longer than 30 days. Licenses may be granted and executed by the Executive Director. However, where the use proposed is a longitudinal use of more than 1,000 feet in length, the license shall require Board approval.

D. Permits. Permits are favored when the proposed use is reasonably expected to continue for less than 30 days, or for a longer period if being granted to a contractor for the purpose of conducting work necessary to establish a longer-term use allowed by license agreement to another party, such as the construction of an underground pipeline or conduit crossing of the property. Permits may be approved and executed by the Executive Director. There are three kinds of permits issued by SBCTA:

- 1. **Right of Entry Permit.** A Right of Entry permit is issued where temporary access to property is needed for short-term activities such as, but not limited to: environmental studies; property surveys; and the construction, maintenance, or renovation of an improvement or facility, either on SBCTA Property pursuant to a license, lease, or easement, or on adjoining property belonging to another party.
- 2. **Special Event Permit.** A Special Event Permit is issued where the applicant will be using SBCTA Property to conduct a special event, such as, but not limited to, a party, sale, show, festival, sporting event, or filming of a motion picture or television. It shall be issued in substantially the same form as a Right of Entry Permit. However, the Executive Director is authorized to condition, add to, delete from, and/or modify the Right of Entry Permit form to address the special circumstances and/or risks presented by the particular Special Event, including the power to lessen or waive SBCTA's protections, with the advice and approval of General Counsel.
- 3. **Special Right of Entry Permit.** A Special Right of Entry permit is issued when an adjoining property owner needs access to SBCTA Property for mutually beneficial purposes not involving significant risks and hazards, such as, but not limited to, lot-line fence repair, graffiti removal, vegetation removal, minor maintenance, etc. Where meeting the insurance requirements as stipulated by the Risk Manager or Director of Special Projects and Strategic Initiatives would be an economic hardship on the applicant and the Risk Manager and/or General Counsel determines that the level of risk involved does not require more protection for SBCTA, a Special Right-of-Entry Permit may be issued with a release of liability and indemnity agreement and the insurance requirements may be reduced or waived.

VI. PRINCIPLES AND AUTHORITY TO EXECUTE GRANTS OF RIGHT OF USE

- A. Limitations on Authority.** No SBCTA employee, officer or agent, or any other person, has any authority to promise, commit or bind SBCTA to any grant of right of use, or to execute or issue any written grant of right of use except as specifically set forth in this policy. Any grant of right of use promised, executed or issued without strict compliance with this policy shall be void, unless authorized by a valid action of the Board. Notwithstanding any delegation of authority in this policy, no grant of right of use involving the closure of operating rail lines, for any period of time, may be granted or issued except by a valid action of the Board.
- B. Approved Templates.** All grants of rights of use shall be issued on the templates approved as to form by General Counsel. The Executive Director, with the approval of General Counsel, shall have power to alter or amend the form of the template for a particular transaction where necessary or desirable to protect SBCTA's interests, including but not limited to the imposition of conditions as set forth in Section VII, subsection D below, but shall not have the power to lessen or waive SBCTA's protections, except as specifically authorized in this policy or by the Board. Any agreement to lessen or waive SBCTA's protections as previously approved by Board shall require Board approval and the payment of the Appeal Fee to cover the cost of processing the request to the Board.
- C. Extensions, Renewals and Amendments.** Except as provided in V.B., any extension, renewal or amendment of any grant of right of use may be granted and executed by the same level of SBCTA Authority authorized to initially grant such right of use if the extension, renewal or amendment would have qualified as an initial grant of right of use under this policy, whether or not the initial grant of right of use predates the adoption of this policy.
- D. Termination of Grant of Right of Use.** Any grant of right of use may be terminated in accordance with its terms by the same level of SBCTA Authority as is authorized to grant such right of use under this policy whether or not the grant of right of use predates the adoption of this policy.
- E. Consent to Assignment, Assumption or Sublease.** Consent to Assignment, Assumption or Sublease of any grant of right of use may be granted by the same level of SBCTA Authority as is authorized to grant such right of use under this policy, whether or not the grant of right of use predates the adoption of this policy provided that the assignee/assumer/sublessee and its proposed use meet all requirements of this policy independently of the original Permittee and all required findings for the original approval of a grant of right of use are met.
- F. Encroachment/Trespass/Nuisance.** Any encroachment is hereby declared to be a trespass and a public nuisance and the Executive Director, with the advice and approval of General Counsel, is hereby authorized to take all actions, including but not limited to the filing of court actions, necessary or appropriate to enforce SBCTA's rights and remedies, and, when, where and to the extent legally permitted, to abate or eject any and all such trespasses/nuisances. In appropriate cases, where the encroaching use would have qualified, or could be corrected to qualify, for a grant of right of use under this policy, all required findings set forth in this policy can be made, and the encroacher/ trespasser satisfactorily demonstrates trustworthiness and willingness to comply with all requirements, the encroachment/trespass may be remedied by compliance with required corrections and subsequent granting of a right of use, payment of fees and charges in accordance with and subject to all of the provisions of this policy and payment of costs incurred by SBCTA in enforcing its rights. The Executive Director is authorized to negotiate and compromise the amounts of back fees, charges owed, and costs to be collected, up to the amount of his or her authority level authorized under Policy 10006, with the advice and approval of General Counsel.
- G. Discretionary Actions.** Wherever any grant of right of use, regardless of the level of SBCTA Authority originally approving it, provides or implies that SBCTA has any discretion to take or refrain from any action or give any notice, the Executive Director, with the advice and approval of General Counsel, is hereby authorized to exercise such discretion on SBCTA's behalf.
- H. Insurance Requirements.** In most cases, insurance will be required for all grants of right of use. All insurance requirements will be determined and approved by SBCTA's Risk Manager or Director of Special Projects and Strategic Initiatives. Modifications to the insurance requirements will be made pursuant to SBCTA Policy 11000 Section XI when applicable.
- I. Inspections.** After the grant of right of use has been approved and is being used, SBCTA may, but shall not be required to, conduct an annual or other periodic inspection of the property to verify the Permittee's compliance with the terms and conditions of the grant of right of use and that the use has not created unforeseen safety or use compatibility issues. The cost of the periodic inspection shall be included in the Annual Administrative Fee described below. However, SBCTA may inspect as frequently as it deems necessary or desirable, in its sole discretion, where the nature of the use or the results of a prior inspection indicate that it is in SBCTA's best interests, or those of the public, to do so. The Permittee shall pay a fee, set by the Board from time to time, for each such subsequent inspection within 30 days of the applicable inspection. Failure to submit to any inspection or to pay the Inspection Fee shall result in termination of the grant of right of use.
- J. Exceptions.** Where the Board has approved or authorized exceptions to or deviations from the requirements of this policy, the Executive Director shall have authority to execute any grant of right of use document implementing such Board approval or authorization, when approved by General Counsel.

VII. EXECUTIVE DIRECTOR AUTHORITY.

- A. Approval of Grant of Right of Use.** The Executive Director shall not approve, grant or execute a grant of right of use without first doing all of the following:
1. Make all of the following findings concerning the proposed use and prospective user, based upon reliable, verified information and evidence:
 - a. It is in the best interest of SBCTA to issue the grant of right of use.
 - b. The prospective user is creditworthy, can meet the insurance requirements of SBCTA, and demonstrates sufficient financial responsibility to fulfill all obligations under the grant of right of use.
 - c. Neither the use nor any work needed to establish the use, including but not limited to grading, excavation, boring, paving, etc., will interfere with or adversely affect any present or future City, County, Caltrans, Operator, or SBCTA transportation uses, projects or operations, or any SBCTA property or facilities, whether or not rail- or transportation-related.
 - d. Any and all required building and/or occupancy permits or other governmental authorizations have been obtained by the prospective user under the current applicable zoning regulations and code requirements.
 - e. The proposed use is not illegal, would not constitute a public or private nuisance, is not contrary to public or SBCTA policy, would not create a dangerous or unsafe condition, and is compatible with nearby property uses.
 - f. The proposed use does not create a park or recreational use of the SBCTA Property subjecting the SBCTA Property to federal Rule 4(f) requirements, as set forth in 49 U.S.C. §303, 23 U.S.C. §138, and/or Title 23 Code of Federal Regulations 774, or otherwise change the nature of the primary use of the SBCTA Property.
 - g. The proposed use conforms to SBCTA policies and requirements affecting the proposed use and the SBCTA Property, and to all applicable government permits, approvals, and regulations, and complies with any agreements affecting the SBCTA Property, including those with Operators or adjoining landowners.
 - h. The proposed use is not intended to meet any city, county, state, federal, or other regulatory code requirements imposed on the tenants of adjoining or nearby property or public facility.
 - i. It has been found by the responsible lead agency, or otherwise proven, to be exempt from the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA), or the requirements of CEQA and NEPA have been previously fulfilled, such that SBCTA shall have no responsibility or liability for compliance with CEQA or NEPA.
 - j. It does not pose an environmental risk from hazardous materials or violate environmental laws.
 - k. The fees and charges required to be paid by the prospective user constitute a fair market return on the property or comply with the SBCTA Schedule of Fees and Charges, or that SBCTA is precluded by law from charging a higher fee.
 2. Verify that the prospective user has delivered to SBCTA all of the following:
 - a. Valid insurance certificates documenting compliance with all applicable SBCTA and Operator insurance requirements, including required additional insured endorsements.
 - b. Proof that all other applicable requirements of any Operator have been met, including but not limited to, roadway worker protections, safety training, flagging, permits, and indemnity.
 - c. All required fees and charges, including use fees for the initial period of use.
 - d. Documentation of CEQA/NEPA compliance, where SBCTA is not the lead agency with regards to CEQA/NEPA.
 3. Verify that the form of the grant of right of use has been approved by General Counsel, and evidence of insurance has been reviewed and approved by SBCTA's Risk Manager.
- B. Conditions.** The Executive Director is empowered to impose conditions on any grant of right of use to assure that the necessary findings, standards, specifications, and other regulations will be met and that SBCTA's best interests and public safety are adequately protected.
- C. Board Approval.** Where the Executive Director believes that the facts and circumstances of the application or the use raise policy questions best decided by the Board, the application may be presented to the Board for their determination without first denying the application.
- D. Title to SBCTA Property.** The Executive Director is authorized to take all actions and execute all documents necessary or desirable to transfer any SBCTA Property currently held in the name of any SANBAG Entity to the San Bernardino County Transportation Authority, with the approval of General Counsel.
- E. Emergency Expenditures.** In the event of an emergency or discovery of a dangerous condition of any SBCTA Property, the Executive Director is authorized to expend or authorize expenditures of funds from grant of right of use revenues or other available funds pursuant to SBCTA Policy 11000 Section VI.D.

VIII. SPECIFIC USES

- A. Signs.** Only the Board may approve a grant of right of use for a permanent sign structure.
- B. Roads and Pathways.** Only the Board may approve a grant of right of use for a long-term (longer than sixty (60) days) road, driveway, bikeway, pathway or similar use. Additional insurance may be required by the Risk Manager.
- C. Uses Open to Invitees or the Public.** Uses open to invitees of the Permittee or to the public may be subject to additional insurance requirements by the Risk Manager, special conditioning by the Executive Director, and liability review by General Counsel prior to approval.
- D. Filming.** Permittees of grants of rights of use for purposes of filming shall not engage in or stage dangerous stunts, pyrotechnical scenes, explosions, etc. Additional insurance may be required by the Risk Manager.
- E. Baldwin Park Branch.** The primary use for the Baldwin Park Branch right of way is for rail transit purposes. The immediate implementation of rail service is not planned, but SBCTA does not wish to permit any activity which would either preclude or make difficult the future implementation of rail service on this important and irreplaceable 20-mile corridor. Notwithstanding this, SBCTA encourages compatible uses within the right of way which further public purposes and improve the quality of life.

IX. FEES AND CHARGES – NOT APPLICABLE TO THE SANTA FE DEPOT

A. Application Fee

1. **Payment of Fee.** Each prospective user shall pay, at the time of filing the application, a non-refundable Application Fee in an amount set by the Board from time to time by resolution. The Application Fee shall be for the purpose of recovering the full estimated cost for all processing, reviews, and analysis of applications for, issuance of, and management of grants of rights of use, including but not limited to the cost of employees' and contractors' time, attorney and engineering review, for the protection of SBCTA's interests over the term of the grant of right of use, and for all anticipated SBCTA administrative and overhead costs for the initial 12 month (or part thereof) period of use.
2. **Separate Fee for Subsequent Reviews.** If the application is rejected or withdrawn, and is resubmitted for a new review, with or without changes, after the application has been processed for submittal to the Executive Director for approval/rejection, the applicant shall separately pay the Application Fee for each such subsequent review.
3. **Complex Reviews/Additional Fees.** Where the nature of the proposed use, and/or other facts and circumstances relative to the application make it clear that the cost of the amount of time or level of expertise, including but not limited to legal and/or engineering expertise, needed to properly review the application will significantly exceed the estimated full cost recovery as set forth in the adopted Application Fee, the Executive Director may require the applicant to pay the full actual cost of processing and reviewing the application. The adopted Application

Fee shall then be a deposit against such full actual cost, and the Executive Director may require the deposit of such additional amounts as are reasonably calculated to estimate the full actual cost prior to processing the application or at any time prior to approval or denial. Upon approval or denial of the application, an accounting shall be made, and any overpayment returned to the applicant, and any deficiency shall be paid to SBCTA prior to issuance of any grant of right of use. Failure to deposit any such amounts shall be grounds for denial of the application without further processing.

- 4. **Consent Assignment, Assumption, Subleases Fee.** At the time of submittal of a request for Consent to an assignment or assumption of a license or lease, or a sublease, the applicant shall pay a non-refundable Application Fee.

B. Administration Fee. Each Permittee shall pay annually on or before the anniversary of the date of issuance of the grant of right of use, an Administration Fee in an amount set by the Board from time to time by resolution. The Administration Fee shall be for the purpose of full cost recovery for all staff time, consultant costs, legal services, overhead, inspection, insurance and compliance reviews, and other anticipated administrative costs of the grant of right of use for the following 12-month period of use.

C. Use Fee.

In addition to the Administration Fee, each Permittee shall pay a Use Fee upon the issuance of the grant of right of use and each year thereafter on the anniversary of the issuance date throughout the term of the grant of right of use. In the case of leases, the Use Fee may be denominated as “Rents”, and the terms “Use Fee” and “fee” or “fees” as used in this Policy where including Use Fees, shall include Rents for leases. Depending upon the type of use, the Use Fee shall be either a Fixed Use Fee or a Fair Market Use Fee.

- 1. **Fixed Use Fee.** The Board may approve by resolution Fixed Use Fees for certain permitted uses where the Board determines a fair market-based fee may be reasonably calculated in advance of receipt of an application for a grant of right of use.
- 2. **Fair Market Use Fee.** The Board may designate by resolution the imposition of Fair Market Use Fees for certain uses of SBCTA Property, and the establishment of minimum amounts for such Fair Market Use Fees. Where the Board has by resolution approved a Fair Market Use Fee for certain uses, the Executive Director shall establish the annual Fair Market Use Fee for each specific grant of right of use based upon a consideration of each of the following information sources, to the extent available, which shall be documented in the file for the grant of right of use:
 - a. appraisal data related to the acquisition of property for SBCTA projects;
 - b. rent/use fees of other nearby and comparable SBCTA grants of rights of use;
 - c. comparable sales and/or rents of adjacent properties;
 - d. right-of-way rent/use fees charged by railroads, utilities, and other private entities and public agencies (e.g., transit agencies, cities, counties and state) that have comparable rights of way near the subject SBCTA Property;
 - e. relevant value and rate information and opinions gathered from qualified local real estate professionals, such as brokers, property managers and agents; and
 - f. appraised value of neighboring properties (commonly referred to as “Across the Fence” or ATF values) as determined by a periodic appraisal of SBCTA’s ROW properties.
- 3. Fair Market Use Fees for Transverse or Longitudinal uses shall be based on a minimum 10’ wide facility corridor.
- 4. Where insufficient information is available upon which to base a determination of Fair Market Use Fee, or where the information that is available is inconsistent or contradictory, the Executive Director may negotiate a Fair Market Use Fee value at a rate intended to maximize SBCTA’s economic return on the SBCTA Property. The Executive Director shall document the considerations used in setting or agreeing to the value.
- 5. Where more than one potential user is or could be interested in pursuing an exclusive grant of right of use (such as, but not limited to, a commercial parking lot, a pumpkin or Christmas tree lot or other sales outlet), the Executive Director may authorize a competitive bid or proposal process to determine which party receives a grant of right of use, and the highest bid/proposal from an acceptable applicant meeting all criteria of this policy shall be considered the Fair Market Use Fee.
- 6. The principles set forth in this Subsection C shall apply to Rents charged for Lease Agreements under this policy.
- 7. Revenue Sharing. For commercial uses generating revenue on SBCTA Property, and where the Board has designated the use by resolution to be subject to a Fair Market Use Fee, the Executive Director may authorize or negotiate a use fee in the form of a percentage of the Permittee’s earned revenue as part of, an offset to, in addition to, or in lieu of the applicable fee or rent when the Executive Director determines it is in SBCTA’s best interests to do so and all other requirements of this Policy have been met.
- 8. Pursuant to Board Action taken October 1, 2014, the County of San Bernardino and the incorporated cities and towns located within said county are exempt from the collection of Use Fees imposed by this Policy.

D. Extension Fee. Each Permittee shall pay SBCTA, upon submittal of a request for an extension of a grant of right of use, an Extension Fee in an amount set by the Board from time to time by resolution. The Extension Fee shall be for the purpose of full cost recovery for all staff time, consultant costs, legal services, overhead, and document preparation of the extension.

E. Appeal Fee. The cost to appeal an Executive Director decision to the Board or to apply to the Board for a waiver or reduction of a requirement set by this policy shall be set by the Board from time-to-time by resolution at estimated full cost recovery. The appeal fee shall be paid by the Appellant at the time of submitting an Appeal to SBCTA. The appeal fee shall also be paid by the applicant whenever an application for a grant of right of use is referred to the Board for consideration at the request of the applicant. This fee shall be in addition to the applicable Application Fee.

F. Adjustments. Fees shall be adjusted annually to reflect the increase in the Consumer Price Index and, where applicable, shall be studied and adjusted periodically to reflect changes in fair market rates.

G. Waivers. The Executive Director may approve waivers or reductions of, or off-sets against, the Board-approved fees and charges to the extent that SBCTA receives value, consideration and/or benefit from the use or the Permittee, or that the Executive Director determines it is in the best interests of SBCTA to do so.

H. Reporting. The Executive Director shall report to the Board at a duly noticed public meeting at least once each year regarding all grants of right of use issued, amended, denied, and/or terminated, including all fees and charges for each, the bases on which all Fair Market Use Fees were established, and the amounts and bases for any reductions or waivers approved.

X. APPEALS

A. Executive Director Decision.

The following decisions by the Executive Director are appealable by a Permittee or applicant for a grant of right of use:

- 1. Denial of an application for issuance, amendment, extension, or assignment of a grant of right of use;
- 2. Establishment of a Fair Market Use Fee;
- 3. Termination of a grant of right of use;
- 4. Imposition of a condition; or
- 5. Any other discretionary decision permitted under this Policy.

B. Appeal Procedures.

An appeal of an Executive Director Decision by a Permittee or applicant shall comply with the following procedures:

- 1. Permittee or applicant (Appellant) shall submit a written appeal to the SBCTA Board addressed to the SBCTA Board President, 1170 West Third Street, Second Floor, San Bernardino, California 92410, within five business days of the Executive Director Decision, and shall include

the Appeal Fee. The appeal shall set out in specific detail the factual basis for appeal of the Executive Director Decision and include all supporting evidence and documentation, and shall be submitted under penalty of perjury.

2. The Board President shall have authority to, in his or her sole discretion: act as the impartial Hearing Officer and hear the appeal; refer it to an impartial Hearing Officer who may be a SBCTA officer or employee, but may not be the Executive Director or any other employee who has participated in the review of the application or the decision being appealed; or refer it to the full Board, the Board Transit Committee, the Board General Policy Committee, or the Board Metro Valley Study Session, which shall then act as the Appeal Board. Such determination shall be made based upon the need for timely resolution of the appeal, complexity of the facts and circumstances or issues raised by the appeal, the nature of policy issues to be decided, and other relevant facts and circumstances.
- a. If a Hearing Officer is used, the hearing shall be set for no more than 10 business days after receipt of the appeal, and the Appellant shall be given not less than 5 business days’ notice of the time and place of the appeal hearing.

b. If an Appeal Board is used, the hearing shall be set for the next regular meeting of the body designated as the Appeal Board which will take place at least 15 business days after the filing of the appeal.
3. The Hearing Officer or Appeal Board shall consider only such facts, evidence and documentation as is submitted in the form of a declaration under penalty of perjury or is provided under oath at the appeal hearing.
4. The Hearing Officer or Appeal Board shall render a decision and provide notice of the decision to the Appellant within 15 business days after the conclusion of the appeal hearing. The decision of the Hearing Officer or Appeal Board shall be final.

XI. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	07/02/14
1	Part I – Reaffirm Policy 31600 Baldwin Park Branch language inadvertently omitted from Policy 31602 Part II – Update definitions reflecting a change to SBCTA from SANBAG Part III Section A – Remove Form of Title as SBCTA is a singular entity. Part III Section B Subsection 12 – Reference Executive Director Authority pursuant to Policy 11000 to ensure consistency between policies. Part III Section C Subsection 1 – Change permittee to prospective user as not all requests for a grant of right of use will result in a grant of right of use, and other clarifying language updates. Part III Section C Subsection 2 – Formally require prospective users to provide documentation of environmental compliance. Part III Section F – Update Insurance Minimum Requirements to close possible coverage gaps. Part V Section C Subsection 8 added reference to Board action waving fees for SANBAG member agencies. Changes approved by the Board on March 6, 2019, Agenda Item 16.	03/06/19
2	Part I – revised to indicate this policy applies to all Real Property and not just Rail Property. Part II – added references Part III – revised definitions to reflect the change from Rail to Real Property Part V Section B Subsection 2 – added provisions for leases for Santa Fe Depot facility which were previously under Policy 11000. Part VII Section D minimum insurance requirements were deleted as insurance language and limits will be established for each lease or license agreement. Part IX Section A minor corrections. Overall update of terms throughout the policy and reorganize some of the clauses to simplify the policy. Changes approved by the Board on October 6, 2021, Agenda Item xx.	10/06/21

San Bernardino County Transportation Authority and San Bernardino Associated Governments	Policy	10006
Adopted by the Board of Directors June 3, 2009	Revised	03/04/2010/06/21
Authority to Act Upon Certain Claims Against SBCTA or SANBAG	Revision No.	12

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I. PURPOSE

The purpose of this policy is to authorize the Risk Manager, Director of Special Projects and Strategic Initiatives and Executive Director to act upon certain claims presented to SBCTA and/or SANBAG pursuant to the Government Claims Act (Government Code sections 900 et seq.) and to authorize the Risk Manager, Director of Special Projects and Strategic Initiatives, and Executive Director to approve settlement agreements related to subrogation claims, whether made by SBCTA/SANBAG or against SBCTA/SANBAG.

II. DEFINITIONS

~~None~~

Subrogation - the process that allows a party to collect money from a responsible party or their insurer for expenses paid after a loss.

III. POLICY

All claims presented to SBCTA and/or SANBAG pursuant to the Government Claims Act and subrogation claims/settlements shall be handled according to this Policy, unless otherwise authorized by the Board.

IV. DELEGATION OF AUTHORITY

A. SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA)

1. Risk Manager and Director of Special Projects and Strategic Initiatives. The Risk Manager and the Director of Special Projects and Strategic Initiatives are authorized to:
 - a. Reject claims.
 - b. Accept, compromise and/or settle any claim not exceeding \$10,000.
 - c. Issue written order to the Chief Financial Officer to cause payment to be made in the amount for which a claim has been accepted, compromised and/or settled.
 - d. Accept, compromise and/or settle subrogation claims up to \$10,000.
2. Executive Director. The Executive Director is authorized to:
 - a. Reject claims.

- b. Accept, compromise and/or settle any claim not exceeding the agency's Self-Insured Retention or \$50,000, whichever is less.
- c. Issue written order to the Chief Financial Officer to cause payment to be made in the amount for which a claim has been accepted, compromised, and/or settled.

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Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	06/03/09
1	Updated agency name to SBCTA. Authorized the Risk Manager, Director of Special Projects and Strategic Initiatives and the Executive Director to reject claims, and added dollar value limits for accepting, compromising, and settling claims. (Agenda Item 6)	03/04/20
<u>2</u>	<u>Grant authority to Risk Manager, Director of Special Projects and Strategic Initiatives and the Executive Director to accept or settle subrogation claims (Agenda Item XX).</u>	<u>10/06/21</u>

San Bernardino County Transportation Authority and San Bernardino Associated Governments	Policy	10006
Adopted by the Board of Directors June 3, 2009	Revised	10/06/21
Authority to Act Upon Certain Claims	Revision No.	2

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Minute Action

AGENDA ITEM: 4

Date: *October 6, 2021*

Subject:

Amendment 3 to Contract No. 17-1001615 with Crowe LLP

Recommendation:

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

Approve Amendment No. 3 to Contract No. 17-1001615, with Crowe LLP, to increase the contract by \$8,213 for a new not-to-exceed amount of \$690,503.

Background:

On April 5, 2017, the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved Contract No. 17-1001615 with Crowe Horwath, LLP, via a competitive process, in an amount not-to-exceed \$585,000 for a five-year term with two (2) one-year options, to perform auditing services for SBCTA. These services include the annual audit of the Annual Comprehensive Financial Report (ACFR) and several agreed-upon procedures required for compliance purposes including Single Audit, Local Transportation Fund, State Transit Assistance Fund, GANN Limit and State Transportation Improvement Program.

On May 31, 2018, the Executive Director approved Amendment No. 1, which incorporated additional costs associated with the review of construction in-progress for prior years and also incorporated additional scope to perform separate compliance reports for the Public Transportation Modernization, Improvement, and Service Enhancement Account and the Low Carbon Transit Operations Program funds and to add a report for the Planning, Programming and Monitoring funds. Amendment No. 1 added \$72,000 to the contract.

On December 16, 2019, the Executive Director approved Amendment No. 2, which addressed the auditing firm's name change, from Crowe Horwath, LLP to Crowe LLP, and incorporated two additional agreed-upon procedure reports. These reports are necessary to comply with Federal Transit Administration requirements over the Vanpool Program. Amendment No. 2 increased the not-to-exceed amount by \$25,290.

The current amendment is to increase the overall contract amount by \$8,213, for review of new Government Accounting Standards Board (GASB) pronouncement implementations that include implementation guide 2019-1 *Revenue Recognition* and GASB 84 *Fiduciary Activities*. This will increase the overall contract in an amount not-to-exceed \$690,503. Staff recommends approval to increase the contract amount with Crowe LLP, to comply with the required GASB pronouncement implementation and compliance reports.

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 General Policy Committee on September 8, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

October 6, 2021

Page 2

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

San Bernardino County Transportation Authority

Contract Summary Sheet

4.a

General Contract Information

Contract No: 17-1001615 Amendment No.: 3Contract Class: Payable Department: FinanceVendor No.: 03291 Vendor Name: Crowe LLPDescription: Professional Auditing Services for SBCTA

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	585,000.00	Original Contingency		\$	-
Prior Amendments		\$	97,290.00	Prior Amendments		\$	-
Current Amendment		\$	8,213.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	690,503.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	690,503.00

Contract Authorization

Board of Directors Date: 10/06/2021 Board Item # 7988

Contract Management (Internal Purposes Only)

Other Contracts	Sole Source?	N/A	N/A
Local	Services	N/A	N/A

Accounts Payable

Estimated Start Date:		04/05/2017		Expiration Date:		04/30/2022		Revised Expiration Date:			
NHS:		N/A		QMP/QAP:		N/A		Prevailing Wage:		No	
								Total Contract Funding:		Total Contingency:	
Fund		Prog		Task		Sub-Task		Object		Revenue	
								PA Level		Revenue Code Name	
										\$ 690,503.00	
										\$ -	
GL: 7001		01		0400		0000		52100		43001000	
										Indirect	
GL: 1030		01		0400		0000		52100		43001000	
										LTF Admin	
GL: 2122		15		0383		0000		52100		42107020	
										FTA 5307 CMAQ	
										25,290.00	
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Lisa Lazzar

Hilda Flores

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: 17-1001615-03 CSS (7988 : Amendment No. 3 to Contract No. 17-1001615 with Crowe LLP)

AMENDMENT NO. 3 TO CONTRACT NO. 17-1001615

FOR

PROFESSIONAL FINANCIAL AUDITING SERVICES

(CROWE LLP)

This AMENDMENT No. 3 to Contract No. 17-1001615 (“Amendment”) is made by and between Crowe LLP (“CONSULTANT”) and the San Bernardino County Transportation Authority (“SBCTA”). SBCTA and CONSULTANT are each a “Party” and collectively “Parties” herein.

RECITALS:

- A. SBCTA, under Contract No. 17-1001615, engaged CONSULTANT to provide professional financial auditing services (“Contract”); and
- B. On May 7, 2018, the Parties amended the Contract increasing the Contract amount by \$72,000 and expanding the scope of work for additional auditing services; and
- C. On December 16, 2019, the Parties amended the Contract to increase the Contract amount by \$25,290 for additional auditing services requested by SBCTA, and to update CONSULTANT’s name, which had changed.
- D. SBCTA and CONSULTANT desire to amend the Contract to augment the scope of work and increase the Contract amount for additional auditing services.

NOW THEREFORE, the Parties mutually agree to amend Contract No. 17-1001615 as follows:

1. Paragraph 3.2 of Article 3 “COMPENSATION” is deleted in its entirety and replaced with the following:

“3.2 The total Contract Not-To-Exceed Amount is Six Hundred Ninety Thousand Five Hundred Three Dollars (\$690,503). All Work provided under this Contract is to be performed as set forth in Exhibits A, A.1, A.2 and A.3 “Scope of Work”, and shall be reimbursed pursuant to Exhibits B, B.1, B.2 and B.3 “Price Form” or “Fees”. The hourly labor rates identified in Exhibit B 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, B.1, B.2 and B.3. 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, B.1, B.2 and B.3 or agreed to and approved by SBCTA as required under this Contract.”
2. The Scope of Work as contained in Exhibit A, A.1 and A.2 is hereby amended to include the services described in Exhibit A.3, attached to this Amendment and incorporated herein by this reference. Except as to the scope specifically added in A.3, the Scope of Work shall remain in force and effect.

3. The Price Form as contained in Exhibit B, B.1 and B.2 to the Contract is hereby amended to include the fee described in B.3, attached to this Amendment and incorporated herein by this reference. Except as to the amounts specifically added in B.3, the current Price Form shall remain in force and effect.
4. Except as amended by this Amendment No. 3, all other provisions of Contract No. 17-1001615, as previously amended, shall remain in full force and effect.
5. The Recitals set forth above are incorporated herein by this reference.
6. This Amendment No. 3 shall be effective upon execution by both Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 3 below.

CROWE LLP

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Brad Schelle
Partner

By: _____
Curt Hagman
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment: 17-1001615-03 (7988 : Amendment No. 3 to Contract No. 17-1001615 with Crowe LLP)

Exhibit A.3

Scope of Work

Additional Professional Auditing Services for San Bernardino County Transportation Authority

Consultant will perform procedures to ensure the proper implementation of Governmental Accounting Standards Board (GASB) 84 Fiduciary Activities, 2019-1 Implementation Revenue Adjustments, GASB 87 Leases, I-10 Express Lanes Revenue Recognition Policy, and additional major program (in excess of two major programs per year) for the Transportation Infrastructure Finance and Innovation Act loan.

Attachment: 17-1001615 Amendment 3 - Scope of Work (7988 : Amendment No. 3 to Contract No. 17-1001615 with Crowe LLP)

Price Form
Exhibit B.3

	2016/17	2017/18	2018/19	2019/20	2020/21
Original Agreement	117,000	117,000	117,000	117,000	117,000
Amendment 1	18,000	13,500	13,500	13,500	13,500
Amendment 2			17,400	7,890	
Amendment 3					8,213
Total Per Year	135,000	130,500	147,900	138,390	138,713
Total Not-to-exceed amount					690,503

Minute Action

AGENDA ITEM: 5

Date: *October 6, 2021*

Subject:

Award Disclosure Bond Counsel and Bond Counsel Services Contracts

Recommendation:

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

A. Award Contract No. 21-1002625 to Stradling Yocca Carlson & Rauth, P.C., for Disclosure Bond Counsel Services for a five (5) year contract with two (2) one-year optional extensions. The not-to-exceed amount for the original five-year term is \$250,000 and the not-to-exceed amount for each extension year is \$50,000, for a total not-to-exceed amount of \$350,000.

B. Award Contract No. 21-1002624 to Stradling Yocca Carlson & Rauth, P.C., for Bond Counsel Services for a five (5) year contract with two (2) one-year optional extensions. The not-to-exceed amount for the original five-year term is \$750,000 and the not-to-exceed amount for each extension year is \$150,000, for a total not-to-exceed amount of \$1,050,000.

Background:

The San Bernardino County Transportation Authority (SBCTA) requires the services of Bond Counsel and Disclosure Bond Counsel. The Bond Counsel will provide their knowledge, expertise and recommendation to SBCTA with respect to the timing, terms and legal structure of issuance of debt such as sales tax revenue bonds, toll revenue bonds and commercial paper. The firm will also be responsible for preparing all necessary documents to be adopted or entered into by SBCTA that are required for the authorization, sale and issuance of debt, including preparation of the resolution, Indenture and Supplemental Indenture, among other required legal documents. The firm will also review investment agreements entered into at or prior to closing in each case, including review for compliance with federal tax laws related to tax-exemption of interest on bonds and issuance of bond opinion letters.

Disclosure Bond Counsel will be responsible for performing the requisite "due diligence" in connection with state and federal securities laws applicable to the Issuance of the Indebtedness, preparation of the official statement or offering memorandum and any other disclosure documents relating to the Issuance of the Indebtedness required by law or regulation, and delivery of its opinion to SBCTA. The firm will draft the dealer agreements or bond purchase agreement between SBCTA and the investment bank/underwriter acting as dealers or bond purchasers.

The Requests for Proposal (RFP) Nos. 21-1002624 and 21-1002625 were released on July 1, 2021, and were sent electronically to approximately 59 consultants registered on PlanetBids. The solicitation was downloaded by 11 firms. The solicitation was issued in accordance with current SBCTA policies and procedures.

The RFP was posted on SBCTA's website in response to a request from SBCTA Chief Financial Officer to engage a firm to provide Bond Counsel and Disclosure Bond Counsel Services.

Entity: San Bernardino County Transportation Authority

Three (3) proposals for each RFP were received by the date and time specified in the RFPs. The following is a summary of the events that transpired in the evaluation and selection process. A responsiveness review was conducted by the Procurement Professional and found all firms responsive.

July 30, 2021 - The proposals were disseminated to the Evaluation Committee. A copy of the Score Sheets and the Declaration of Impartiality and Confidentiality form, Standards of Conduct, RFPs, and Addendums were also distributed to the Committee members. The Evaluation Committee was comprised of the following individuals: two (2) SBCTA staff members and one (1) consultant from PFM Financial Advisors, LLC.

Evaluation Committee Meeting:

Evaluators concluded their individual review of the proposals and convened on August 11, 2021, to review, discuss and score the proposals according to the evaluation criteria, including the proposal strengths and weaknesses. The Procurement Professional provided information regarding the reference checks of the firms. At the completion of discussions, the Committee members individually scored the proposals based on the evaluation criteria listed in the RFP.

Because of the scoring, the firms were ranked in order of technical merit, and a short-list was developed where all three firms were invited to interview.

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

On August 19, 2021, interviews were conducted, through Zoom, with the short-listed firms. Interviews were 60 minutes in length, which consisted of a 5 minute 'Log-On' time, followed by 20 minutes of Introductions and Presentations by the firms, 30 minutes for questions and answers, and 5 minutes for closing statements. At the completion of the interviews, the Evaluation Committee separately scored the interviews. The assigned weighting was 40% technical and 60% interviews.

The Evaluation Committee considered all three (3) Offerors qualified to perform the work specified in the RFP. The highest ranked firm, Stradling Yocca Carlson & Rauth, P.C., is being selected because it demonstrated excellent qualifications and experience in working as Bond Counsel for transportation sales tax revenue bonds and other financings, in structuring financings in the best interests of the client that are federal tax law-compliant, and in fostering effective and efficient working relationship amongst financing team members. The firm also showed proven qualifications and experience as Disclosure Bond Counsel for numerous transportation sales tax revenue bond and other complex transportation financings. The firm exhibited a high level of attention to detail and sensitivity to the needs of their clients by providing thorough work product to the client.

As a result of the scoring, the Evaluation Committee respectfully recommends that the contracts to perform the scope of work as outlined in the RFPs be awarded to Stradling Yocca Carlson & Rauth, P.C. The firm ranked first in technical score and overall score for both Bond Counsel and Disclosure Bond Counsel Services. The firm clearly demonstrated a thorough understanding of

Board of Directors Agenda Item

October 6, 2021

Page 3

the scope of work and proposed an overall solid team. Evaluation forms and reference checks are located in the Contract Audit File.

The contracts will be for a five (5) year term with two (2) one-year optional extensions to Stradling Yocca Carlson & Rauth, P.C., for Bond Counsel and Disclosure Bond Counsel 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 General Policy Committee on September 8, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contracts.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

San Bernardino County Transportation Authority

Contract No:	<u>21-1002625</u>	Amendment No.:	<u></u>
Contract Class:	<u>Payable</u>	Department:	<u>Finance</u>
Vendor No.:	<u>03721</u>	Vendor Name:	<u>Stradling Yocca Carlson & Rauth, P.C.</u>
Description:	<u>Disclosure bond counsel</u>		
List Any Related Contract Nos.:	<u></u>		

Dollar Amount			
Original Contract	\$	250,000.00	Original Contingency
Prior Amendments	\$	-	Prior Amendments \$ -
Current Amendment	\$	-	Current Amendment \$ -
Total/Revised Contract Value	\$	250,000.00	Total Contingency Value \$ -
	Total Dollar Authority (Contract Value and Contingency)		\$ 250,000.00

Board of Directors	Date: 10/06/2021	Board	Item # 7989
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Other Contracts	Sole Source?	N/A	N/A
Local	Services		N/A

[illegible]

Hilda Flores

Task Manager (Print Name)

Additional Notes: Allocation of costs is based on % of bond proceeds distributed to the programs in 2012. Contract includes two one-year options.

CONTRACT NO. 21-1002625**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****STRADLING YOCCA CARLSON & RAUTH, P.C.****FOR****DISCLOSURE BOND COUNSEL**

This contract ("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 Stradling Yocca Carlson & Rauth, P.C. ("ATTORNEY") whose address is: 660 Newport Center Drive, Suite 1600, Newport Beach, CA 92660-6422. 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", ("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 September 30, 2026.

SBCTA at its sole discretion may extend the original term of the Contract for Two (2) One (1) Year option terms. The maximum term of this Contract, including the Option Terms, if exercised, will not exceed September 30, 2028.

ARTICLE 3. COMPENSATION

- 3.1 The total Not-To-Exceed Amount is Two Hundred Fifty Thousand Dollars (\$250,000.00) for Work to be provided under this Contract. 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. 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. However, if the total cost of services 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 Total compensation to ATTORNEY for full and complete performance of Work, in compliance with all the terms and conditions of this Contract shall not exceed the amount set forth in 3.1 above, and shall be inclusive of all obligations incurred by ATTORNEY in performance of the Work, including all personnel, facilities, equipment, materials, supplies, and services furnished by ATTORNEY (except as may be explicitly set forth in this Contract as furnished by SBCTA).
- 3.3 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 subconsultant 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 subconsultants.

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 subconsultants 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 or 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 ATTORNEY and all subconsultants 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 ATTORNEY and all subconsultants 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 SBCTA, in writing, 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 impact 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 subconsultants 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; 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 subconsultants, 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.

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 subconsultants 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 subconsultants 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 subconsultants 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 subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the authority to stop any Work of ATTORNEY or its subconsultants 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 and at all times during the performance of the Work and for such additional periods as required herein, ATTORNEY and all subconsultants of every tier performing any Work under this contract shall, at ATTORNEY's and subconsultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

1. Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$4,000,000
- 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, or any person for whose acts, errors, mistakes or omissions the ATTORNEY may be legally liable.
- 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 five (5) years after Contract completion.

19.2 Workers' Compensation/Employer's Liability. 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 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.

19.3 Commercial General Liability. The policy must include the following:

- 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 **\$2,000,000 each occurrence**. If the contract value is equal to or in excess of \$25,000,000, then the combined limit of liability shall be no less than **\$25,000,000 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 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.

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.

19.4 **Umbrella/Excess CGL.** The policy must include the following:

- 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 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$1,000,000** 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 4 (Umbrella/Excess CGL) of Section A 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 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

Qualifications of Insurance Carriers.

If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better. If policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

1. 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.
2. 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.

3. Deductibles and Self-Insured Retention. "Regardless of the allowance of exclusions or deductibles by SBCTA, ATTORNEY shall be responsible for any deductible or self-insured retention (SIR) 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 subconsultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. At the option of SBCTA, if the deductible or SIR is greater than \$50,000 or five (5) percent of the amount of coverage required under this Contract, whichever is less, the ATTORNEY shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to SBCTA, its directors, officials, officers, employees and agents; or, (2) the ATTORNEY shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible or SIR 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 to ATTORNEY. The Attorney's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Attorney's deductible or SIR.
4. 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.
5. 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.
6. 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, CONSULTANT 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.
 7. 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 responsibilities 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.
 8. 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.
 9. 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.
 10. Higher limits. If ATTORNEY maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by ATTORNEY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

11. 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

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.

ARTICLE 23. SUBCONTRACTS

- 23.1 ATTORNEY shall not subcontract performance of all or any portion of Work under this Contract, except those subconsultants 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 subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 23.2 ATTORNEY agrees that any and all subconsultants 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 subconsultant 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 subconsultants 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 subconsultant(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

Intentionally omitted.

ARTICLE 27. DEBARMENT AND SUSPENSION CERTIFICATION

Intentionally omitted.

ARTICLE 28. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Intentionally omitted.

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 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, (b) on the fourth business day after deposit is made into the United States Mail if delivery is by postage paid certified mail (return receipt requested), (c) upon delivery if by private courier including overnight delivery services, or if by fax or email during regular business hours (Monday – Friday, 8:00 am – 5:00 pm Pacific time), or (d) if by fax or email outside regular business hours, the next business day. 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 with the Executive Director of SBCTA. If the Executive Director fails to resolve the dispute in a manner acceptable to ATTORNEY, then such dispute may 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 capabilities 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, including Exhibits and documents referenced in Article 34, constitutes 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

Intentionally omitted.

ARTICLE 52. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.
IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

**ATTORNEY
STRADLING YOCCA CARLSON &
RAUTH A PROFESSIONAL
CORPORATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Brian P. Forbath
President

Date: _____

By: _____
Curt Hagman
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Blas Alvarez
Chief Financial Officer

Date: _____

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

DRAFT

EXHIBIT A – “SCOPE OF WORK”**Disclosure Bond Counsel**

ATTORNEY shall be responsible for performing the requisite "due diligence" in connection with the Issuance of the Indebtedness; will prepare the official statement or offering memorandum relating to the Issuance of the Indebtedness; will deliver its standard "10b-5" opinion to San Bernardino County Transportation Authority (SBCTA) that no facts have come to the attention of ATTORNEY which cause it to believe that the official statement or offering memorandum contains any material representations or omits to state a fact necessary to make the statements in the official statement or offering memorandum not misleading; and will draft or negotiate the dealer agreements or bond purchase agreements between SBCTA and the investment banks acting as dealers or bond purchasers; and perform such other services as are **customary** for Disclosure Counsel.

The Work under this Contract shall be performed in association with SBCTA's bond issuances and financings ("Bond Work") or with disclosure compliance training and advice ("Compliance Work").

DRAFT

Attachment: 21-1002625 - Disclosure Bond Counsel (7989 : Award Disclosure Bond Counsel and Bond Counsel Services Contracts)

EXHIBIT B – “ATTORNEYS’ FEES AND CHARGES”

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
Brian Forbath	Partner/Shareholder	Project Manager	\$	600
Cecilia Dyba	Partner/Shareholder	Special Projects	\$	600
Jonathan Guz	Senior Associate		\$	400
Cooper Anderson	Senior Associate		\$	355
Ashley Bakonis	Paralegal		\$	145
Judie Krawiec	Paralegal		\$	145
Karsin Caston	Paralegal		\$	145
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

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	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

Stradling Yocca Carlson & Rauth, P.C.

Proposer

Signature of Authorized Person

July 29, 2021

Date



EXHIBIT C – “KEY PERSONNEL”

Brian Forbath	President, Lead Attorney
Carol Lew	Head of the Public Finance Tax Department
Cecilia Dyba	Shareholder
Jonathan Guz	Senior Associate
A. Cooper Anderson	Senior Associate

DRAFT

EXHIBIT D – “NOTICE”

To ATTORNEY	To SBCTA
Stradling Yocca Carlson & Rauth	San Bernardino County Transportation Authority
A Professional Corporation	1170 W. 3 rd Street, 2 nd Floor
660 Newport Center Drive, Suite 1600	San Bernardino, CA 92410-1715
Newport Beach, CA 92660-6422	Attn: Hilda Flores
Attn: Brian P. Forbath	Email: hflores@gosbcta.com
Email: bforbath@stradlinglaw.com	Phone: (909) 884-8276
Phone: (949) 725 4193	Copy: Procurement Manager
	Email: procurement@gosbcta.com

DRAFT

Contract No:	<u>21-1002624</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Finance</u>
Vendor No.:	<u>03721</u>	Vendor Name:	<u>Stradling Yocca Carlson & Rauth, P.C.</u>
Description:	<u>Bond counsel</u>		
List Any Related Contract Nos.:	<u> </u>		

Dollar Amount			
Original Contract	\$	750,000.00	Original Contingency
Prior Amendments	\$	-	Prior Amendments \$ -
Current Amendment	\$	-	Current Amendment \$ -
Total/Revised Contract Value	\$	750,000.00	Total Contingency Value \$ -
	Total Dollar Authority (Contract Value and Contingency)		\$ 750,000.00

Board of Directors	Date: 10/06/2021	Board	Item # 7989
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Other Contracts	Sole Source?	N/A	N/A
Local	Services		N/A

[illegible]

Task Manager (Print Name)

Additional Notes: Allocation of costs is based on % of bond proceeds distributed to the programs in 2012. Contract include two one-year options.

CONTRACT NO. 21-1002624

BY AND BETWEEN

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

AND

STRADLING YOCCA CARLSON & RAUTH, P.C.

FOR

BOND COUNSEL SERVICES

This contract ("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 Stradling Yocca Carlson & Rauth, P.C. ("ATTORNEY") whose address is: 660 Newport Center Drive, Suite 1600, Newport Beach, CA 92660-6422. 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", ("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 September 30, 2026.

SBCTA at its sole discretion may extend the original term of the Contract for Two (2) One (1) Year option terms. The maximum term of this Contract, including the Option Terms, if exercised, will not exceed September 30, 2028.

ARTICLE 3. COMPENSATION

- 3.1 The total Not-To-Exceed Amount is Seven Hundred Fifty Thousand Dollars (\$750,000) for Work to be provided under this Contract. 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. 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. If the total cost of services 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 Total compensation to ATTORNEY for full and complete performance of Work, in compliance with all the terms and conditions of this Contract, shall not exceed the amount set forth in 3.1 above., and shall be inclusive of all obligations incurred by ATTORNEY in performance of Work, including all personnel, facilities, equipment, materials, supplies, and services furnished by ATTORNEY (except as may be explicitly set forth in this Contract as furnished by SBCTA).
- 3.3 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 subconsultant 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 subconsultants.

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 subconsultants 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, gender expression, sexual orientation, age, or military or 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 ATTORNEY and any subconsultants 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, ATTORNEY and all subconsultants 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 SBCTA, in writing, 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 impact 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 subconsultants 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; 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 subconsultants, 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.

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 subconsultants 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 subconsultants 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 subconsultants 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 subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the authority to stop any Work of ATTORNEY or its subconsultants 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 and at all times during the performance of the Work and for such additional periods as required herein, ATTORNEY and all subconsultants of every

tier performing any Work under this contract shall, at ATTORNEY's and subconsultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

1. Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$4,000,000
- 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, or any person for whose acts, errors, mistakes or omissions the ATTORNEY may be legally liable.
- 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.

19.2 Worker's Compensation/Employer's Liability. 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 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 sub consultant of any tier. All sub consultants 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.

19.3 Commercial General Liability. 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 **\$2,000,000 each occurrence**. If the contract value is equal to or in excess of

\$25,000,000, then the combined limit of liability shall be no less than **\$25,000,000 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 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.

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.

19.4 **Umbrella/Excess CGL.** The policy must include the following:

- 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 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$1,000,000** 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 4 (Umbrella/Excess CGL) of Section A 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 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.

Qualifications of Insurance Carriers.

If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better. If policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

1. 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.
2. 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.
3. Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, ATTORNEY shall be responsible for any deductible or self-insured retention (SIR) 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 subconsultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. At the option of SBCTA, if the deductible or SIR is greater than \$50,000 or five (5) percent of the amount of coverage required under this Contract, whichever is less, the ATTORNEY shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the ATTORNEY shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible or SIR 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 to ATTORNEY. The ATTORNEY's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any ATTORNEY's deductible or SIR.
 4. 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.
 5. 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 sub consultants 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.
 6. 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, CONSULTANT 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.

7. 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 responsibilities under the Contract, including but not limited to obligations 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.
8. 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.
9. 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 sub consultant.
10. Higher limits. If ATTORNEY maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by ATTORNEY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
11. 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

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.

ARTICLE 23. SUBCONTRACTS

- 23.1 ATTORNEY shall not subcontract performance of all or any portion of Work under this Contract, except those subconsultants 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 subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 23.2 ATTORNEY agrees that any and all subconsultants 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 subconsultant 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 subconsultants 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 subconsultant(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

Intentionally omitted

ARTICLE 27. DEBARMENT AND SUSPENSION CERTIFICATION

Intentionally omitted

ARTICLE 28. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Intentionally omitted

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 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, (b) on the fourth business day after deposit is made into the United States Mail if delivery is by postage paid certified mail (return receipt requested), (c) upon delivery if by private courier, including overnight delivery services, or if by fax or email during regular business hours (Monday - Friday, 8:00 am – 5:00 pm Pacific time), or (d) if by fax or email outside regular business hours, the next business day. 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 dispute may 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 capabilities 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 is 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, including Exhibits and documents referenced in Article 34, constitutes 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

Intentionally omitted

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-----

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

**ATTORNEY
STRADLING YOCCA CARLSON &
RAUTH A PROFESSIONAL
CORPORATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Brian P. Forbath
President

Date: _____

By: _____
Curt Hagman
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Blas Alvarez
Chief Financial Officer

Date: _____

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

EXHIBIT A – “SCOPE OF WORK”

Bond Counsel Services

A. Customary Bond Counsel Services

With respect to Bond issues, those services will generally consist of the following:

Consultation with representatives of San Bernardino County Transportation Authority (SBCTA), including General Counsel, the financial advisor, the disclosure counsel, the lead underwriter, underwriters' counsel, and others, with respect to the timing, terms and legal structure of the proposed Bonds.

1. Preparation of documents to be adopted or entered into by SBCTA required for the authorization, sale, and issuance of the Bonds, including preparation of the Bond resolution, Indenture, and Supplemental Indenture (the "Major Legal Documents").
2. Preparation of the Continuing Disclosure Agreement/Certificate (provided that, as Rule 15c2-12 applies only to underwriters, compliance with such rule will be the responsibility of underwriters' counsel; and if, as a result, the Continuing Disclosure Certificate/Agreement is prepared by underwriters' counsel or disclosure counsel, all references to that document contained in the Agreement shall be deemed deleted).
3. Preparation of summaries of the Major Legal Documents and the Continuing Disclosure Agreement/Certificate included in the Official Statement.
4. Review of any swap or investment agreement entered into at or prior to closing, and the procedures by which bids are solicited, in each case for compliance with federal tax laws related to tax-exemption of interest on the Bonds.
5. Attendance at such meetings or hearings of SBCTA and working group meetings or conference calls as SBCTA may request, and assistance to SBCTA staff in preparation of such explanations or presentations to the Commission as they may request.
6. Preparation of final closing papers to be executed by SBCTA required to effect delivery of the Bonds (including the Tax Agreement) and coordination of the Bond closing.
7. Rendering of Bond Counsel's customary form of final legal opinion to the Issuer on the validity of the Bonds and the tax-exempt status of interest thereon and customary form of supplemental opinion to the underwriters on the accuracy of summaries contained in the official statement of the Major Legal Documents and of the tax portion of said final legal opinion and certain other matters.

B. Additional Services

1. In connection with swaps or investment products, if requested, the ATTORNEY will provide the following services (in addition to or separate from customary bond counsel services):

Review of the bid package to confirm compliance with certain tax-related requirements, to clarify SBCTA's position on specific points, and to reduce unnecessary negotiation with providers (which may include preparation of a form of swap or investment contract to accompany the bond specifications).

- a) Review the bids received for tax compliance and conformity to the bid specifications.
 - b) Negotiate the terms of the swap or investment contract with the provider or providers.
 - c) Unless provided by SBCTA General Counsel, render a legal opinion concerning the validity of the swap or investment contract against SBCTA.
2. In connection with public-private partnerships transactions:
 - a) Assist in structuring the transaction, including considerations of relationship among the parties, state law limitations, preparation of legislation if necessary, tax issues, and the like.
 - b) Assistance in preparation of the tender/request for proposals.
 - c) Negotiation of the terms of the arrangements with the various parties.
 - d) Rendering appropriate opinions on the validity of the Major Legal Documents entered into by SBCTA.

Additionally, Bond Counsel services do not include any responsibility for the preparation or content or dissemination of any Official Statement (other than the preparation of summaries of the Major Legal Documents, the Continuing Disclosure Agreement/Certificate, and the portion of the opinion to be rendered by Bond Counsel concerning certain tax matters) or the preparation or content of the Bond Purchase Agreement. Bond Counsel services also do not include any responsibility for compliance with federal or state securities laws, environmental, land use, real estate, insurance or similar laws or matters, any tax laws (except as required for tax exemption of the Bonds), or for title to, recording, filing or perfection of security interests in real or personal property.

EXHIBIT B – “ATTORNEYS’ FEES AND CHARGES”

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
Brian Forbath	Partner/Shareholder	Project Manager	\$	600
Carol Lew	Tax Partner	Tax Projects	\$	600
Cecilia Dyba	Partner/Shareholder	Special Projects	\$	600
Jonathan Guz	Senior Associate		\$	400
Cooper Anderson	Senior Associate		\$	355
Ashley Bakonis	Paralegal		\$	145
Judie Krawiec	Paralegal		\$	145
Karsin Caston	Paralegal		\$	145
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

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	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

Stradling Yocca Carlson & Rauth, P.C.

Proposer

Signature of Authorized Person

August 5, 2021

Date

EXHIBIT C – “KEY PERSONNEL”

Brian Forbath	President, Lead Attorney
Carol Lew	Head of the Public Finance Tax Department
Cecilia Dyba	Shareholder
Jonathan Guz	Senior Associate
A. Cooper Anderson	Senior Associate

DRAFT

EXHIBIT D – “NOTICE”

To ATTORNEY	To SBCTA
Stradling Yocca Carlson & Rauth	San Bernardino County Transportation Authority
A Professional Corporation	1170 W. 3 rd Street, 2 nd Floor
660 Newport Center Drive, Suite 1600	San Bernardino, CA 92410-1715
Newport Beach, CA 92660-6422	Attn: Hilda Flores
Attn: Brian P. Forbath	Email: hflores@gosbcta.com
Email: bforbath@stradlinglaw.com	Phone: (909) 884-8276
Phone: (949) 725 4193	Copy: Procurement Manager
	Email: procurement@gosbcta.com

DRAFT

Minute Action

AGENDA ITEM: 6

Date: *October 6, 2021*

Subject:

Report back on reorganization of the Project Delivery and Toll Operations Department and Transit & Rail Department

Recommendation:

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

Approve the five title changes and one salary range adjustment to enact the recommendations outlined below.

Background:

On January 6, 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved a reorganization of the Project Delivery and Toll Operations Department and the Transit & Rail Department. The reorganization approved the addition of eleven positions, the reclassification of four positions and technical title changes for two positions.

While reasonable assumptions were made by staff to identify the new class titles and assign appropriate salary ranges at the time of Board action, the Board approved a formal classification and compensation analysis to be conducted by a consultant to assist staff in evaluating each position more closely, to create detailed job descriptions, and to conduct a salary analysis to support placement of the positions into SBCTA's salary plan. The title and salary range assignments for these positions were noted in the annual budget as being preliminary pending the results of the analysis and that the recommendations of the consultant would be returned to the Board.

In February 2021, SBCTA retained the services of consultant Koff & Associates, Inc., to conduct the analysis. The results of the consultant's analysis and staff's final recommendations are detailed below.

Classification Analysis

The consultant completed the classification part of the analysis by having the work groups complete position description questionnaires. From this information, new position descriptions were drafted and recommendations were made for title changes to establish more internal consistency, to better reflect the scope of tasks performed, and to better align with industry standards.

Based on the consultant's analysis and through deeper discussions with the work groups, staff recommends title changes for five position classifications noted in bold in the table below.

Proposed & Budgeted Classifications	Final Classification Recommendations
Assistant Project Manager I	Management Analyst I
Assistant Project Manager II	Management Analyst II
Construction Manager	No change, leave as originally proposed
Chief of Project Controls	No change, leave as originally proposed
Director of Capital Delivery	Deputy Director of Transit and Rail Programs - Capital Delivery
Director of Project Delivery	No change, leave as originally proposed
Director of Toll Operations	No change, leave as originally proposed
Mobility Analyst (2 pos.)	Multimodal Mobility Programs Administrator (2 pos.)
Project and Programs Controls Manager	Project Controls Manager
Project Controls Analyst II (3 pos.)	No change, leave as originally proposed
Project Controls Analyst III (2 pos.)	No change, leave as originally proposed
Project Manager	Eliminate this classification entirely and add one additional Project Controls Analyst III position.
Right-of-Way Manager	No change, leave as originally proposed
Right-of-Way Specialist	No change, leave as originally proposed

Salary Analysis

The salary analysis compared select job classifications with comparable positions from the following agencies:

County of San Bernardino	County of Riverside
California Department of Transportation (Caltrans) District 8	Orange County Transportation Authority (OCTA)
Riverside County Transportation Commission (RCTC)	Southern California Regional Rail Authority (SCRRA)
Los Angeles County Metropolitan Transportation Authority (LACMTA)	Southern California Association of Governments (SCAG)
San Diego Association of Governments (SANDAG)	Western Riverside Council of Governments (WRCOG)

These agencies were selected because they provide similar services to SBCTA, were part of our labor market, or served a similar population and had similar staff and budget.

The consultant collected salary data only for the comparator agencies. The consultant then used the median of the salaries to compare with SBCTA's figures. The median was used for comparison purposes because it will not be skewed by extremely high or extremely low values.

Based on the analysis, staff's original proposal for the placement of the positions within SBCTA's compensation plan was well aligned. Staff is recommending only one modification for change in salary range assignment for the Right of Way Manager classification as noted below. Because there is overlap between the existing salary range and the proposed range there will be no change to the adopted budget.

	Preliminary Range	Recommended Range
Right-of-Way Manager	31: \$77,596 - \$116,394	33: \$85,551 - \$128,326

Board of Directors Agenda Item

October 6, 2021

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The consultant's findings and recommendations are consistent with what was included in the Fiscal Year 2021/2022 Budget and will have no impact to the current fiscal year budget.

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 General Policy Committee on September 8, 2021.

Responsible Staff:

Colleen Franco, Chief of Management Services

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 7

Date: *October 6, 2021*

Subject:

Fiscal Year 2021/2022 Initiatives and Action Plan - First Quarter Report

Recommendation:

Receive the Fiscal Year 2021/2022 Initiatives and Action Plan - First Quarter Report.

Background:

The San Bernardino County Transportation Authority's (SBCTA) Fiscal Year 2021/2022 Initiatives and Action Plan establish the Board of Directors' priorities for the year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SBCTA's progress in achieving the Board's priorities.

Financial Impact:

This item is consistent with the Adopted Fiscal Year 2021/2022 Budget.

Reviewed By:

This item was received by the General Policy Committee on September 8, 2021.

Responsible Staff:

Raymond Wolfe, Executive Director

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

Entity: San Bernardino County Transportation Authority

San Bernardino County Transportation Authority
Fiscal Year 2021/2022 Initiatives and Action Plan

7.a

Initiative #1: Transparent and Accountable Allocation Strategies				
Division Strategy: Complete timely audits of Measure I and Transportation Development Act recipients				
1A	Action Plan	Milestones	Milestone Status	Responsibility
	Manage and communicate with Audit firm to plan and complete annual audits.	Manage and complete audits - Q2	Distributed annual audit letter to all cities, county, and transit operators on 5/11/2021.	Finance
	Monitor progress of audits.	Monitor audit until complete - Q2	Met with Auditor and transit operators on 7/29/2021.	
	Inform Committees and Board of status of audits.	Committee and Board - Q3		
	Manage Transportation Development Act (TDA) triennial performance audits of SBCTA and transit operators.	Board presentation of audits and submittal to Caltrans - Q2	The Triennial Performance Audit of SBCTA and each of the operators are scheduled to be presented to the Board in October.	Fund Administration, Transit
	Notes			
Division Strategy: Update construction in progress and conduct annual inventory of capital assets				
1B	Action Plan	Milestones	Milestone Status	Responsibility
	Conduct biannual inventory of capital and inventorial assets, including updates to construction in progress (CIP).	Updates to CIP and capital assets - Q2	In progress.	Finance
	Notes			
Division Strategy: Use strategic programming to ensure that no funds are lost				
1C	Action Plan	Milestones	Milestone Status	Responsibility
	Manage projects closely with California Department of Transportation (Caltrans) to ensure adequate resources are available when projects are ready.	May 1 is Caltrans’ deadline for guaranteed access to federal Obligation Authority (OA) – Q4	On schedule	Fund Administration, Project Delivery, Transit
		June 30 is California Transportation Commission (CTC) deadline for project allocation or extension requests – Q4	On schedule	
	Manage projects to ensure funds are not lost.	Request allocation of Planning, Programming and Monitoring funds for Fiscal Year 2022/2023 - Q4	On schedule	Fund Administration
		Request allocation or extension of competitive funding awards and State Transportation Improvement Program (STIP) for West Valley Connector, I-10 Truck Climbing Lanes and the Zero Emission Multi-Unit (ZEMU) Vehicle projects - Q4	On schedule. The allocation for construction funding for the ZEMU project is scheduled for the October 2021 California Transportation Commission meeting.	
	Work with SBCTA staff, local agencies, and Caltrans to prepare project submittals for inclusion in the 2023 Federal Transportation Improvement Program ensuring consistency with the Regional Transportation Plan and financial constraint requirements.	Coordinate to collect and submit necessary information to SCAG for modeled projects - Q1	Eight modeled projects that needed modeling changes in the 2023 FTIP were submitted to SCAG on July 6, 2021.	
		Coordinate to collect and submit necessary information to SCAG for non-modeled projects - Q3	On schedule	
	Monitor approval of 2022 State Transportation Improvement Program (STIP) and possible impacts of reduced programming capacity from COVID-19 impacts on gas tax revenue.	Participate in development of the 2022 STIP Guidelines to seek to align STIP programming with the 2021 Update to the 10-Year Delivery Plan and ensure San Bernardino County receives its equitable share in 2022 STIP – Q3	Staff has been participating in scheduled workshops for guidelines review and does not anticipate changes to the guidelines that impact project selection.	
	Notes			

Attachment: Fiscal Year 2021-2022 Initiatives and Action Plan - Q1 final (8008 : Receive the Fiscal Year

San Bernardino County Transportation Authority
Fiscal Year 2021/2022 Initiatives and Action Plan

Division Strategy: Protect San Bernardino County’s equitable share of available state and federal funds				
1D	Action Plan	Milestones	Milestone Status	Responsibility
	Develop funding strategies that maximize resources available and result in opportunities to seize additional state and federal funds.	Ensure Obligation Authority (OA) and apportionment are available as new projects are ready while planning for implementation of the zero emission bus mandate - Q4	On schedule	Fund Administration, Project Delivery, Transit
	Notes			
Division Strategy: Develop long-term bonding needs to help leverage other funds and deliver projects				
1E	Action Plan	Milestones	Milestone Status	Responsibility
	Establish plan for 2022 sales tax revenue bond program through development of the 2021 Update to the 10-Year Delivery Plan.	Present current status of Measure I Programs and proposed projects for inclusion in 2021 Update to the 10-Year Delivery Plan to Policy Committees - Q1	Current status and proposed projects will be submitted to Policy Committees in September 2021.	Fund Administration (Finance, Project Delivery, Transit, Planning)
		Present final 2021 Update to the 10-Year Delivery Plan to the Board for approval - Q2	On schedule	
		Monitor implementation of the 2021 Update to the 10-Year Delivery Plan and Measure I revenue receipts to identify need for short-term borrowing ahead of the planned 2023 sales tax revenue bond program – Q4	Monitoring will begin upon approval by the Board in December.	
	Notes			
Division Strategy: Manage geographic equity in fund distribution across the County				
1F	Action Plan	Milestones	Milestone Status	Responsibility
	Manage long-term strategy for ensuring geographic equity in fund distribution over the life of the Measure.	Present proposed Mountain/Desert subarea projects to be included in the 2021 Update to the 10-Year Delivery Plan and the outlook for future priority projects to the Mountain/Desert Policy Committee – Q2	Proposed project lists are scheduled for September Committee.	Fund Administration
	Notes			
Division Strategy: Manage SBCTA railroad right-of-way in an efficient and comprehensive fashion				
1G	Action Plan	Milestones	Milestone Status	Responsibility
	Manage SBCTA railroad right of way in an efficient and comprehensive fashion.	Ongoing	Ongoing	Transit
	Notes			
Initiative #2: Engender Public Trust				
Division Strategy: Secure an unmodified opinion of Comprehensive Annual Financial Report (CAFR)				
2A	Action Plan	Milestones	Milestone Status	Responsibility
	Plan meeting at interim field work with Executive Board officers and Certified Public Accountant (CPA) firm.	Meet with Executive Board - Q2	Executive Board met with Auditor on 5/10/2021.	Finance
	Notes			

Attachment: Fiscal Year 2021-2022 Initiatives and Action Plan - Q1 final (8008 : Receive the Fiscal Year

San Bernardino County Transportation Authority
Fiscal Year 2021/2022 Initiatives and Action Plan

7.a

Division Strategy: Obtain Certificate of Achievement for Excellence in Financial Reporting				
2B	Action Plan	Milestones	Milestone Status	Responsibility
	Apply for Government Finance Officers Association (GFOA) award for the Annual Financial Report (Annual Report).	GFOA Award submittal - Q3		Finance
	Notes			
Division Strategy: Complete Measure I Biennial Agreed Upon Procedures				
2C	Action Plan	Milestones	Milestone Status	Responsibility
	Complete agreed upon procedures (AUP) for Measure I programs.	AUP complete - Q3		Finance
	Notes			
Division Strategy: Obtain Distinguished Budget Presentation Award				
2D	Action Plan	Milestones	Milestone Status	Responsibility
	Apply for GFOA award for annual budget.	GFOA Award submittal - Q1	Submitted application for budget award to GFOA on 8/11/2021.	Finance
	Notes			
Division Strategy: Complete internal control self-assessment to identify areas of improvement.				
2E	Action Plan	Milestones	Milestone Status	Responsibility
	Complete review of annual internal control self-assessment (AICA).	Review of AICA - Q3	In progress	Finance
	Notes			
Division Strategy: Deploy an Enterprise Resource Planning System				
2F	Action Plan	Milestones	Milestone Status	Responsibility
	Procure consultant to perform business process analysis.	Release Request for Proposal to select consultant - Q4	On schedule	Special Projects and Strategic Initiatives
	Notes			
Division Strategy: Implement the Records Retention Schedule				
2G	Action Plan	Milestones	Milestone Status	Responsibility
	Solicit new offsite storage facility for paper records and procure consultant to assist with implementing a records retention process for electronic documents.	Release Request for Proposal to select offsite storage facility and award contract - Q1 & Q2	On schedule. Request for proposal to be released at the beginning of September.	Special Projects and Strategic Initiatives and Executive Administration and Support
		Release RFP for consultant to assist with implementation of the records retention process for electronic documents and award contract - Q2 & Q3	Planning, not yet started.	
	Notes			

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San Bernardino County Transportation Authority
Fiscal Year 2021/2022 Initiatives and Action Plan

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Initiative #3: Focus on Creating and Strengthening Collaborative Partnerships with Governmental and Business Entities				
Division Strategy: Work with other governments and business groups to leverage resources for our region's benefit				
3A	Action Plan	Milestones	Milestone Status	Responsibility
	Prepare tools to assist local agencies with changes to statewide housing policies and environmental regulations.	Incorporate housing as part of 2022 City/County Conference with tools and strategies.	On schedule	COG
	Work with Equity Ad Hoc Committee to develop tools that can be used by our communities to better understand how issues of equity impact the built environment.	Finalize agreement with UCR and other partners in Q2 to conduct work to create map based tool for our agencies to be available Q1 Fiscal Year 2022/2023	On schedule	
	Work with Countywide Emergency Medical Care Committee to implement a plan, based on policy direction, for optimizing emergency medical services.	Develop information tools to be used by our member agencies to explain how ECNS works to help set public expectations - Q1	Discussed plans with City PIOs and local agencies to receive toolkit and collateral following update to the Board of Directors in October.	
	Continue close coordination with Brightline West, including development of the three party lease agreement for Rancho Cucamonga Metrolink Station, updated station agreement, and the lease for the San Gabriel Subdivision.	Present the various agreements to the Board - Q3	On schedule	Transit
	Notes			
Division Strategy: Enhance COG role				
3B	Action Plan	Milestones	Milestone Status	Responsibility
	Develop COG work plan and funding plan for Board consideration.	Present a COG work plan and funding recommendations to Board - Q2	On schedule	COG
	Organize annual City/County Conference.	In person conference set for April 2022.	On schedule	
	Collaborate with Member Agencies through the COG Advisory Group during the decision-making process on items related to the COG work plan and any items related to the Countywide Vision.	Ongoing quarterly meetings with COG Advisory Group and periodic updates to City Managers.	Ongoing	
	Notes			
Division Strategy: Enhance SBCOG's and the region's ability to compete for grant funding				
3C	Action Plan	Milestones	Milestone Status	Responsibility
	Host grant writing workshop for our members and other local government partners.	Host a workshop - Q3	Planning not yet started, but on schedule.	COG
	Better communicate grant opportunities to member agencies.	Provide monthly updates to member agencies on new grant opportunities.	Ongoing	
	Notes			

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Division Strategy: Assist local governments with environmental and efficiency initiatives

3D	Action Plan	Milestones	Milestone Status	Responsibility
	Work with local agencies with Zero Emission Vehicle (ZEV) readiness plan and assist in identifying grant opportunities for charging infrastructure.	Include EV charging infrastructure grants in monthly grant updates.	EV charging infrastructure information/updates is being included in the monthly grant updates - when there is an opportunity that local agencies may be able to respond to.	Air Quality/Mobility
	Assist local agencies with reducing energy consumption and achieving savings through formation of a Regional Energy Network.	Waiting for CPUC to respond to our REN business plan submittal. Expect response in Q2 or Q3. Report to the Board by Q4.	Anticipating response from CPUC in Q2 or Q3 of Fiscal Year 2022. Staff working on report to present to Board by Q4.	
	Notes			

Initiative #4: Accelerate Delivery of Capital Projects

Division Strategy: Deliver the Redlands Passenger Rail Project & Implement Arrow Service

4A	Action Plan	Milestones	Milestone Status	Responsibility
	Final completion of the Redlands Passenger Rail Project.	Issue Certificate of Completion - Q2	On schedule	Transit
	Coordinate pre-revenue testing and commissioning activities with Metrolink and the Federal Railroad Administration (FRA) to start revenue service.	Start revenue service - Q4	On schedule	
	Notes			
	Construction of maintenance facility base contract work is scheduled to be completed Q2. Additional retrofit work on the facility needs to be completed and currently estimated to be completed at end of Q2. Delivery of all DMUs to California is anticipated in Q2 but depends on approval of revised fuel tank design.			

Division Strategy: Support Delivery of Gold Line Phase 2B

4B	Action Plan	Milestones	Milestone Status	Responsibility
	Close the funding shortfall in San Bernardino County if Foothill Gold Line Construction Authority commits to building to the county line.	To be determined, depends on GLA securing funding	Ongoing	Transit
	Notes			
The Gold Line Construction Authority must secure additional funding before October 2021 in order to execute the current contract option to build from Pomona to Montclair.				

Division Strategy: Support Delivery the West Valley Connector Phase I

4C	Action Plan	Milestones	Milestone Status	Responsibility
	Complete final design for mainline corridor.	Approve PS&E - Q1	100% PS&E for corridor improvements is complete	Transit
	Execute full funding grant agreement with the Federal Transit Administration (FTA) for the Small Starts funding and supplemental American Recovery Plan funding.	Execute grant agreement - Q3	On schedule	
	Make substantial progress on right of way acquisitions.	Acquire over 75% of the needed parcels - Q4	On schedule	
	Notes			
	The 100% mainline design is complete. The request to release Invitation for Bids (IFB) is scheduled for Q1 FY23 pending right of way acquisitions. The Engineer's Estimate will be updated prior to release of the IFB. PS&E for the maintenance facility improvements to commence Q3 once EIR addendum is complete.			

Division Strategy: Produce Zero or Low Emission Multiple Unit

4D	Action Plan	Milestones	Milestone Status	Responsibility
	Complete final design of the Zero Emission Multi-Unit Vehicle (ZEMU) in close consultation with the FRA and Southern California Regional Rail Authority (SCRRA), and begin vehicle assembly.	Approve final design - Q2	On schedule	Transit
	Notes			

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Division Strategy: Delivery of Capital Projects - Project Approval and Environmental Document (PA/ED) Milestones:				
4E	Action Plan	Milestones	Milestone Status	Responsibility
	I-10 Mt. Vernon Interchange	PA/ED approval - Q2	On schedule	Project Delivery
	Notes			
Division Strategy: Delivery of Capital Projects - Plans, Specifications and Estimate (PS&E); Engineering Reports Milestones:				
4F	Action Plan	Milestones	Milestone Status	Responsibility
	I-10 Cedar Interchange	PS&E approval - Q2	On schedule	Project Delivery
	North First Avenue Bridge over BNSF	PS&E approval - Q2	On schedule	
	ATP Metrolink Phase II	PS&E approval - Q3	On schedule	
	Mt. Vernon Avenue Viaduct	PS&E approval - Q3	Changing from Q3 to Q4. Final field data won't be available until later than anticipated, but that delayed completion of the PS&E doesn't change the new bridge construction date.	
	I-10 Eastbound Truck Climbing Lane	PS&E approval - Q4	On schedule	
	Notes			
Division Strategy: Delivery of Capital Projects - Construction Milestones:				
4G	Action Plan	Milestones	Milestone Status	Responsibility
	I-10 Alabama Interchange	Start construction - Q2	On schedule	Project Delivery
	I-10 University Interchange	Complete for Beneficial Use - Q2	Anticipated Q3. The delay is due to a combination of changes to the contract plans that are taking time to resolve, delay in procuring State Furnished Materials such as signal controllers and cabinets, and contractor delays in procuring construction materials (such as lumber and steel) due to shortages in supply chain due to the COVID-19 pandemic.	
	I-10 Cedar Interchange	Start construction - Q4	On schedule, however potential deferment to 22/23 - Q1 to qualify for Section 190 funds (must award after July 1, 2022 to qualify for funds)	
	North First Avenue Bridge over BNSF	Start construction - Q3	On schedule	
	Notes			
Initiative #5: Maximize Funding Opportunities and Cost-Effectiveness of Investments				
Division Strategy: Conduct regional forums to discuss issues of importance across our region				
5A	Action Plan	Milestones	Milestone Status	Responsibility
	Advocate for policies and funding formulas at the state and federal levels that are favorable for SBCTA to construct and deliver transportation projects.	Advocate for AB 1260 (Chin) , Advocate for Brown Act revisions providing for remote participation.	AB 1260 will not be voted on in the Senate this legislative cycle, but may be taken up again next year.	Legislative/Public Affairs
	Notes			

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Initiative #6: Awareness of SBCTA Programs, Services, and Transit Options+A199:F207				
Division Strategy: Build awareness of SBCTA programs and services				
6A	Action Plan	Milestones	Milestone Status	Responsibility
	Highlight Measure I’s contributions to the region’s transportation system.	Virtual Transportation Summit (10/20). In-person event pending.		Legislative/Public Affairs, Fund Administration
	Market SBCTA identity, promote awareness of programs and services.	Ongoing	Presentations to US Senator Alex Padilla's staff, pending tours for Senator Padilla and for David Price US Congressman and Chair of the Subcommittee and Transportation and Housing. Work with County to highlight SBCTA transportation programs during the annual State of the County.	Legislative/Public Affairs
	Notes			
Division Strategy: Leverage and grow public outreach and communication services				
6B	Action Plan	Milestones	Milestone Status	Responsibility
	Continue to enhance traditional and social media presence.	Ongoing: providing project updates, alerts, and information.		Legislative/Public Affairs
	Utilize On-Call Public Outreach Contracts, On-Call Graphic Design Services Contracts, Marketing & Branding Services Contract, and Redlands Passenger Rail Project Outreach Contract to utilize new tools and capitalize on communication opportunities throughout the region.	Ongoing: providing services for Mt. Vernon Viaduct, I-10 Express Lanes, 210 freeway, Redlands Passenger Rail Project.		
	Utilize On-Call Graphic Design Services Contracts & Marketing and Branding Services Contract to support each department in their efforts to communicate internally and externally.	Ongoing: provide assistance with presentations, graphics (i.e. Budget Book), and collateral materials.		Legislative/Public Affairs, Fund Administration
	Notes			
Division Strategy: Highlight transit options in San Bernardino County				
6C	Action Plan	Milestones	Milestone Status	Responsibility
	In partnership with transit operators, highlight transit connectivity options in the region.	Ongoing: provide legislative information and updates, advocate at the state and federal levels for transit maintenance and operations funding.		Legislative/Public Affairs, Transit
	Continue leading the Multimodal Interconnectivity Working Group consisting of SBCTA program staff and transit operators throughout San Bernardino County, to implement countywide transit efforts.	Implement marketing strategies showing regional commitments to health and safety and analyze feasibility of a countywide fare policy - Q4	Completed Phase I & 2 of "Welcome Back Campaign" and Phase III will be completed at the end of Q1.	Transit
	Notes			

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Initiative #7: Long Range Strategic Planning				
Division Strategy: Analyze long range transportation strategy in a financially constrained framework				
7A	Action Plan	Milestones	Milestone Status	Responsibility
	Prepare a Long Range Multimodal Transit Plan (LRMTP).	Initiate LRMTP - Q3		Planning, Transit, Fund Administration
	Provide initial San Bernardino County input on growth and projects to the Southern California Association of Governments (SCAG) Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS).	Provide initial growth distribution for SCAG - Q4		Planning, Fund Administration
	Notes			
Division Strategy: Conduct strategic planning of Measure I projects and update policies to be consistent with practice				
7B	Action Plan	Milestones	Milestone Status	Responsibility
	Update Development Mitigation Nexus Study.	Complete update - Q3		Planning, Fund Administration
	Maintain Measure I Strategic Plan Parts 1 and 2.	Ongoing	No updates for Q1.	Planning
	Notes			
Division Strategy: Provide current, quality planning data				
7C	Action Plan	Milestones	Milestone Status	Responsibility
	Support other departments with data analysis and mapping/Geographic Information System (GIS).	Ongoing	Provided mapping to support transit, project delivery, and Countywide Transportation Plan	Planning
	Incrementally implement an SBCTA agency-wide data and analytics dashboard.	Implement Geocortex - Q3		
	Notes			
Division Strategy: Conduct subarea and modal studies				
7D	Action Plan	Milestones	Milestone Status	Responsibility
	Update Comprehensive Multimodal Corridor Plans with RCTC and Caltrans, to address SB 1 Solutions for Congested Corridors requirements.	Complete update - Q3		Planning
	Conduct SR-18/138 Corridor Study with Metro and Caltrans.	Prepare alternatives evaluation - Q3 Draft Preliminary Environmental Analysis Report - Q4		
	Notes			
Initiative #8: Environmental Stewardship, Sustainability, and Grant Applications				
Division Strategy: Monitor and Provide Input to State, Federal, and Regional Plans and Guidelines				
8A	Action Plan	Milestones	Milestone Status	Responsibility
	Provide technical comments on draft reports, plans, and guidelines from Caltrans, CTC, OPR, CARB, CalSTA, and other state agencies.	Ongoing	Provided comments on: Interregional Transportation Strategic Plan, SB 1 competitive program guidelines, TCEP share methodology, and Coachella Valley Rail.	Planning, COG
	Prepare Grant Applications for SB1 and other funding.	Senate Bill 1 (SB1) Anticipated - Q4		Planning, Fund Administration
	Notes			

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Division Strategy: Assist jurisdictions, developers, and other stakeholders with area-wide sustainability studies				
8B	Action Plan	Milestones	Milestone Status	Responsibility
	Develop approaches to VMT mitigation under SB 743.	Draft implementation plan - Q2		Planning
	Complete updated draft of the Regional Conservation Investment Strategy (RCIS).	Updated draft - Q3		
	Assist local agencies with housing initiatives under Regional Early Action Planning (REAP).	Assist jurisdictions with draft Housing Elements - Q3		
	Notes			
Division Strategy: Prepare effective active transportation plans				
8C	Action Plan	Milestones	Milestone Status	Responsibility
	Prepare Active Transportation Plans: Safe Routes to School Program (with County).	Restart plan development following COVID - Q3		Planning
	Conduct TDA Article 3 Call-for-Projects and manage project invoicing.	Award Article 3 funding - Q2		
	Conduct Countywide Sidewalk Inventory, Phase 2.	Specify additional data elements - Q3		
	Notes			
Division Strategy: Implement components of ATP Metrolink Station Accessibility Grant				
8D	Action Plan	Milestones	Milestone Status	Responsibility
	Implementation of Phase 2 of the Bicycle and Pedestrian improvements around the Metrolink Stations on the San Bernardino and Riverside Lines.	Complete final design - Q4	PD: Changing from Q4 to Q3	Planning, Project Delivery
	Notes			
Division Strategy: Develop and administer programs to improve the efficient use of our existing freeway network				
8E	Action Plan	Milestones	Milestone Status	Responsibility
	Implement a mobile call box program.	Release RFP for call handling for program - Q3; target for program implementation - Q2 Fiscal Year 2022/2023	Delaying by one quarter to allow coordination with SoCal 511 merger. Release RFP in Q4 and target implementation in Q3 of FY 2022/2023.	Air Quality/Mobility
	Administer Freeway Service Patrol (FSP) and call box system to improve traffic safety, reduce congestion and traffic delays.	Ongoing. Present annual report on programs to Board - Q4	On schedule	
	Merge IE 511 with a regional SoCal 511.	Merger expected - Q2	Agreement to merge the SoCal 511 regional system was approved and is currently being executed by SBCTA, RCTC and LA SAFE. Once agreement is fully executed, coordination between the three agencies will continue for the implementation of the merger. Project anticipated to be completed by Q2 of Fiscal Year 2022.	
	Offer a Telework Employer Assistance program.	Implement Phase II of the program and gather telework data through an incentive offering - Q4	On Schedule	Transit, Planning
	Manage the IE Commuter rideshare program and SB Loop Vanpool Subsidy Program, merge the regional rideshare database with OCTA, LA Metro, RCTC, and VCTC enhancing ride matching functionality and customer experience.	Implement post-pandemic reset efforts for both programs, re-engaging riders and employers; and merge rideshare database with regional partners – Q2	On Schedule	Transit
	Notes			

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Division Strategy: Support access to jobs, healthcare, and education while reducing roadway congestion.				
8F	Action Plan	Milestones	Milestone Status	Responsibility
	Administer multi-modal programs to reduce congestion and improve quality of life including coordination with transit providers and Consolidated Transportation Service Agencies (CTSA) serving San Bernardino County.	Work with the transit providers and CTSAs, to identify key activities for inclusion in the SBCTA LRMTF, and proposed Fiscal Year 2022/2023 budget based on the approved Public Transit-Human Services Transportation Coordination Plan – Q3	Ongoing	Transit, Planning, Fund Administration, Legislative/Public Affairs
	Notes			
Division Strategy: Advance transit connectivity to Ontario International Airport				
8G	Action Plan	Milestones	Milestone Status	Responsibility
	Present the ONT Loop Design, Build, Operate, and Maintenance Contract to the Board for consideration of approval, and progress with the environmental review.	Present contract to Board - Q1/Q2	On schedule	Transit
	Notes			

Attachment: Fiscal Year 2021-2022 Initiatives and Action Plan - Q1 final (8008) : Receive the Fiscal Year

Minute Action

AGENDA ITEM: 8

Date: *October 6, 2021*

Subject:

2021 Interim Update of the Countywide Transportation Plan

Recommendation:

Receive information on the 2021 Interim Update of the Countywide Transportation Plan.

Background:

The first formal San Bernardino Countywide Transportation Plan (CTP) was completed in September 2015, establishing an approximate 25-year transportation vision for the county. While San Bernardino County Transportation Authority (SBCTA) works closely with the Southern California Association of Governments (SCAG) on a Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) every four years, SCAG does not conduct the level of analysis required for the necessary decision making on projects from a San Bernardino County perspective, nor does it adequately cover transportation and sustainability initiatives that are specific to the county. The CTP allows SBCTA and our partner agencies to better position themselves to define what is best for San Bernardino County in subsequent RTP/SCSs. The CTP allows SBCTA to better define and defend the county's positions on a range of issues, such as:

- The quantity and distribution of growth
- Nature and sequencing of highway projects
- Financial constraints to infrastructure investment and strategies to overcome these constraints
- Long-term funding options necessary to support the county's infrastructure and sustain its economic future
- Defining and implementing sustainability initiatives that are best tailored to San Bernardino County

The CTP is a comprehensive, multimodal plan that addresses the entire geography of San Bernardino County. The CTP, together with individual project development efforts, the SBCTA 10-Year Delivery Plan, and the Measure I Strategic Plan, helps guide policy, financial and legislative strategies that promote the delivery of transportation projects. The 10-Year Delivery Plan is considered the near-term strategy for setting schedules and establishing financial commitments for individual SBCTA projects and local transportation commitments. The CTP is more long-term and builds on the 10-Year Delivery Plan, based on conditions projected to occur beyond the next decade.

It should be noted that the 2021 version of the CTP is considered an "interim update." Much has occurred over the last six years in terms of projects, State of California legislation and policy direction, and project priorities. The CTP highlights some of the changes that have occurred over the last six years that have implications for SBCTA project decisions and opportunities, while still being focused on the commitments made to the voters under Measure I 2010-2040. The changes are significant and include such things as:

Entity: San Bernardino County Transportation Authority

- Enactment of Senate Bill (SB) 1, the Road Repair and Accountability Act, in 2017. SB 1 substantially increased state funding for transportation and creative new, competitive funding programs.
- SB 743, which changed the definition of impacts under the California Environmental Policy Act (CEQA), from a focus on vehicle delay to a focus on vehicle miles traveled. This has substantial implications for both transportation and land development projects.
- SB 32, which mandates more stringent reduction of greenhouse gases (GHG) under a new 2030 GHG reduction target.
- Adoption by the California State Transportation Agency (CalSTA) of the Climate Action Plan for Transportation Infrastructure (CAPTI), in response to climate-based Executive Orders. A primary purpose of CAPTI is to use state funds to direct investments away from reliance on single occupancy auto travel and more toward transit, shared-ride, active transportation, and other multimodal and clean transportation investments.

Substantial progress has also been made on the development, planning, and funding of transit projects since the 2015 CTP, some of which include:

- The Redlands Passenger Rail Project (branded “Arrow”), which is currently under construction and will become operational in 2022, and will have a first-in-the-nation zero-emission trainset operational in 2024.
- West Valley Connector Bus Rapid Transit (WVC BRT) Project, Phase 1 and Zero-Emission Bus Initiative, connecting the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Ontario International Airport.
- An autonomous vehicle, on-demand tunnel connection from the Rancho Cucamonga Metrolink station to Ontario International Airport (in development).
- The privately funded Brightline High-Speed Rail System connecting Las Vegas, the Victor Valley, and the Rancho Cucamonga Metrolink station.
- A bus electrification initiative for all the transit operators in San Bernardino County, pursuant to the California Air Resources Board’s (CARB) Innovative Clean Transit (ICT) regulation.
- Significant progress in development and construction of the Interstate 10 (I-10) and I-15 Express Lane/Auxiliary Lane projects and freeway interchanges on SBCTA’s “top ten” list in the Measure I Strategic Plan.

The Introduction and Executive Summary document is attached for SBCTA Board of Director (Board) review of the basic themes, objectives, and projects incorporated into the CTP update. This update makes the 2021 CTP more consistent with the 2020 SCAG RTP/SCS (branded “Connect SoCal”) that was approved by the SCAG Regional Council in September 2020. Approval of the CTP is not required, but the SBCTA Board should be aware that this update has occurred.

A major update of the CTP will be initiated later in Fiscal Year 2021/2022. This is likely to occur with or without supplemental grant funding, and will set the stage for SBCTA’s input into the 2024 SCAG RTP/SCS. The next version will provide much more of an emphasis on transit, shared-ride, and non-motorized travel, even though the 2021 update is a significant upgrade in that regard. A significant update of the San Bernardino Transportation Analysis Model (SBTAM) will occur in parallel, using grant funding recently awarded from

Board of Directors Agenda Item

October 6, 2021

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California Department of Transportation (Caltrans), and this will support the CTP effort. The name of the next CTP will also likely be modified to reflect more of the multimodal emphasis.

A presentation on the CTP was made to the City/County Managers Technical Advisory Committee (CCMTAC) on September 2, 2021. One comment from the CCMTAC meeting was that future “quiet zones” should be incorporated into the Metrolink lines within San Bernardino County. This concept has been incorporated into the CTP under the “aggressive” scenario, which refers to the scenario under which additional funding resources would be required for implementation, beyond traditionally available sources.

Financial Impact:

This item has no impact on the Fiscal Year 2021/2022 Budget

Reviewed By:

This item was received by the General Policy Committee on August 11, 2021. It was also reviewed by the Transportation Technical Advisory Committee on August 30, 2021 and the City/County Managers Technical Advisory Committee on September 2, 2021.

Responsible Staff:

Steve Smith, Director of Planning

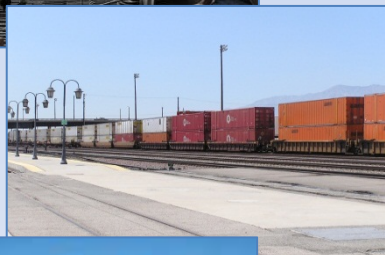
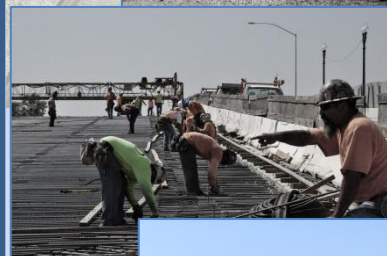
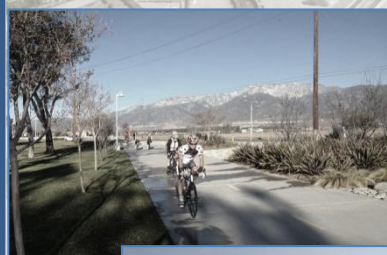
Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

San Bernardino County Transportation Authority

San Bernardino Countywide Transportation Plan: Interim 2021 Update (Draft)

Introduction and Executive Summary



Prepared by:



San Bernardino County Transportation Authority
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410-1715

SBCTA 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.

SBCTA Member Jurisdictions

- | | |
|-------------------------|----------------------------|
| • City of Adelanto | • City of Needles |
| • Town of Apple Valley | • City of Ontario |
| • City of Barstow | • City of Rancho Cucamonga |
| • City of Big Bear Lake | • City of Redlands |
| • City of Chino | • City of Rialto |
| • City of Chino Hills | • City of San Bernardino |
| • City of Colton | • County of San Bernardino |
| • City of Fontana | • City of Twentynine Palms |
| • City of Grand Terrace | • City of Upland |
| • City of Hesperia | • City of Victorville |
| • City of Highland | • City of Yucaipa |
| • City of Loma Linda | • Town of Yucca Valley |
| • City of Montclair | |

Introduction and Executive Summary **2021**

Introduction and Executive Summary

The transportation landscape is changing. As we look back over the trends and accomplishments of the last 30 years, we see a gradual shift at the state and regional level from a principal focus on mobility and congestion relief to a principal focus on sustainability. Sustainability has certainly not been ignored in prior decades, and the need for congestion relief remains in the decades to come, but clearly the emphasis has shifted.

This shift is a significant consideration in how San Bernardino County plans its transportation system going forward. The purpose of this 2021 update of the Countywide Transportation Plan (CTP) is to lay out a strategy for long term investment in and management of San Bernardino County's regional transportation assets. It is an "interim update," to be followed with a major update in 2022. Before describing the strategy, however, it is important to understand some of the history of multimodal travel in San Bernardino County and how these changes in emphasis set the stage for a number of challenging issues that need to be addressed in the CTP. This combined Introduction and Executive Summary, tells a three-part story of San Bernardino County transportation: where we have been, where we are now, and where we are going.

Where We Have Been – A Brief Transportation History of San Bernardino County

The land we call San Bernardino County has served as an important gateway to America for almost 200 years. The Cajon Pass from the north and the San Geronio Pass (also known as the Banning Pass) from the east were logical locations for the establishment of transnational routes into and out of the Southern California region in the 1800s.

"This Introduction and Executive Summary tells a three-part story of San Bernardino County Transportation: where we have been, where we are now, and where we are going."

In 1829, traders opened a route between Los Angeles and Santa Fe via the Cajon Pass, providing a vital economic link between the two Mexican cities of that day. The trade route was later used by the American adventurer John C. Frémont and his guide, Kit Carson, who named the corridor the Old Spanish Trail and advertised it as a link between the coast and the interior of the new American West. This later became known as part of the National Old Trails Road, which was designated Route 66 in 1926. After coming down Cajon Pass, Route 66 generally followed the alignment of today's Interstate 215 to downtown San Bernardino and then turned due west toward Los Angeles and Santa Monica. Route 66 and U.S. 395 at one time merged in Hesperia and diverged in San Bernardino as U.S. 395 headed south toward San Diego. Interstate 15 (the Mojave Freeway) was built over the Cajon Summit in 1969 and together with Interstate 40 is now one of the primary freight corridors to and from the Midwest.

The California Southern Railroad, a subsidiary of the Atchison, Topeka and Santa Fe Railway (ATSF), built the first rail line to use the Cajon Pass as a route through the mountains. The line was built in the early 1880s as part of a connection between the present day cities of Barstow and San Diego. The Southern Pacific Railroad Company built its own track, known as the Palmdale-Colton Cutoff, through the pass in 1966/1967. The merger of Burlington Northern and ATSF in 1996 has come to be known today as BNSF. In terms of the eastern gateway, the first stagecoach line came through the Banning Pass in 1862. The pass is named for Phineas Banning, stagecoach line owner, founder of Wilmington, and known as the

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"Father of Los Angeles Harbor." The east-west U.S. Route 99 was built in 1923, generally following the path of today's Interstate 10. A four-mile section of I-10 was built in Los Angeles in 1935, with construction extending easterly over the next 20 years, ultimately being designated as part of the Federal Interstate System in the late 1950s. The junction of the I-10 and I-15 freeways, located immediately north and east of Ontario International Airport, is now estimated to carry over 50% of the interstate trucking coming into and out of Southern California.

The Southern Pacific railroad was built through the Banning pass in the late 1870s, eventually purchased by the Union Pacific Corporation (UP) in 1998. The intersection of these two "Class 1" railroads (BNSF and UP) came to be affectionately known as "Colton Crossing," originally constructed in 1883 and grade separated through a public-private initiative in 2013.



These two crossroads of truck and rail traffic flows (I-10/I-15 junction and Colton Crossing) are among the busiest in the nation, continuing San Bernardino County's legacy as a gateway to America, even to this day. And together with our proximity to the Ports of Los Angeles and Long Beach, the largest port complex in the United States, this explains why transportation has been such a factor in San Bernardino County's population growth and business success.

Transit has been a part of this history as well. Electric trolleys first appeared in Los Angeles in 1887. In 1895 the Pasadena & Pacific Railway was created from a merger of the Pasadena and Los Angeles Railway and the Los Angeles Pacific Railway (to Santa Monica.) The Pasadena & Pacific Railway boosted Southern California tourism, living up to its motto "from the mountains to the sea."

The Pacific Electric Railway was created in 1901 by railroad executive Henry E. Huntington and banker Isaías W. Hellman. In May 1901, Hellman wrote Huntington that "the time is at hand when we should commence building suburban railroads out of the city." On June 6, 1903, Huntington created the Los Angeles Inter-Urban Railway, with plans to extend lines to Santa Ana, Newport Beach, the San Fernando Valley, Redlands, and Riverside, with branches to Colton and San Bernardino. In what was called the "Great Merger" of September 1, 1911, the Southern Pacific created a new Pacific Electric Railway Company, with all



electrical operations under the Pacific Electric (PE) name. The constituent railroads were:

- The original "old" PE owned by Huntington
- The Los Angeles Inter-Urban Railway
- The Los Angeles Pacific Railway
- The Los Angeles and Redondo Railway
- The San Bernardino Valley Traction Company
- The San Bernardino Interurban
- The Redlands Central
- The Riverside and Arlington



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Following these acquisitions, PE operated what were called “the Red Cars,” and was the largest operator of interurban electric railway passenger service in the world, with 2,160 daily trains and over 1,000 miles of track. PE operated frequent freight trains under electric power throughout its service area (as far as 65 miles) to Redlands, including operating electrically powered Railway Post Office routes, one of the few U.S. interurbans to do so. The PE was also responsible for an innovation in grade crossing safety: the automatic electromechanical grade crossing signal, nicknamed “the wigwag.” This device was quickly adopted by other railroads. A few wigwags continued in operation until 2006.

The nation's last interurban Railroad Post Office (RPO) service was operated by PE on its San Bernardino Line. This was inaugurated comparatively late, on September 2, 1947. It left LA's new Union Station interurban yard on the west side of the terminal, turned north onto Alameda Street at 12:45 pm and reached San Bernardino at 4:40 pm, taking three hours for the trip while making postal stops en route as required. This last RPO ceased operation on May 6, 1950. The Pacific Electric Trail, one of the premier Class I bicycle and pedestrian trails in southern California, implemented in segments over the last 20 years, now serves inland residents where the Red Cars once flowed. (Note: most of the Pacific Electric transit history was distilled from a Wikipedia article, which can be referenced at: [Pacific Electric - Wikipedia](#).)

While AMTRAK has provided inter-regional passenger rail service since its formation in 1971, it was not until October, 1992 that urban passenger rail service was re-introduced in southern California. The San Bernardino Metrolink Line, from the Santa Fe Depot in San Bernardino to Union Station, was one of the first three lines to begin operation. Metrolink now boasts over 500 miles of passenger rail service throughout southern California.

Where We Are Now

Demographics and Travel Behavior

San Bernardino County is a large and diverse county, both geographically and demographically. It is the largest county by land area within the continental United States, and at 20,000 square miles, as large as the other five counties in the Southern California Association of Governments (SCAG) region combined (Imperial, Los Angeles, Orange, Riverside, and Ventura). See Figure ES-1. Some 2.2 million people live here, about 78 percent of whom reside in the San Bernardino Valley, immediately east of Los Angeles County and north of Riverside County. The San Gabriel and San Bernardino Mountains lie immediately north of the Valley, boasting ample recreational opportunities and active mountain communities. The Victor Valley and Morongo Valley are immediately north and east of the mountains, with their own unique living, business, and recreational opportunities. Employment in the county has grown steadily, from 540,000 jobs in 2000 to over 800,000 today. Although San Bernardino County is generally considered to be a mix of suburban and rural, the Valley is steadily densifying. And although the unfamiliar observer may see warehouses and logistics facilities dominating some of the landscape, significant activity centers and transit corridors have also emerged.

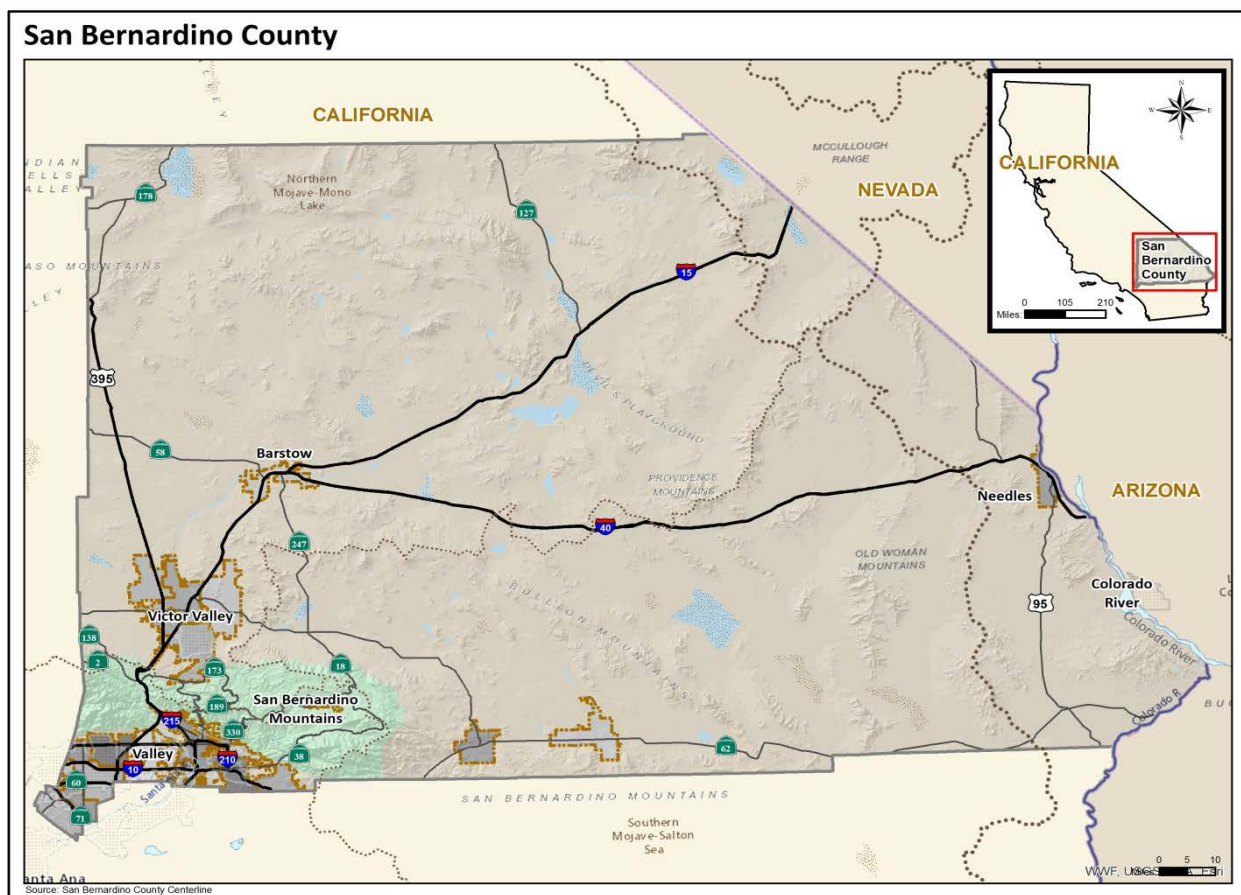
In terms of commuting characteristics, 20.4 percent of residents take a mode other than single occupant vehicle (SOV) to work. Data from the American Community Survey (ACS – 2015-2019 five-year sample) show the following commuting statistics for all of San Bernardino County:

- Drove alone – 79.6%
- Carpooled – 11.0%

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- Public transportation (excluding taxi) – 1.4%
- Walked – 1.5%
- Other means – 1.3%
- Worked at home – 5.2%

Figure ES-1. Map of San Bernardino County



Most of the commute trips by San Bernardino County residents are internal to the county, but almost 16 percent are to LA County, as shown below (place of work for SB County residents):

- Los Angeles County – 15.8%
- Orange County – 4.4%
- Riverside County – 8.1%
- San Bernardino County – 71.1%
- San Diego County – 0.3%
- Ventura County – 0.1%

Almost 78 percent of the jobs in San Bernardino County are filled by San Bernardino County residents, but 12 percent are filled by Riverside County residents, as shown below (County of residence for SB County jobs):

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- Los Angeles County – 7.8%
- Orange County – 1.7%
- Riverside County – 12.3%
- San Bernardino County – 77.8%
- San Diego County – 0.2%
- Ventura County – 0.1%

The Transit System

A well-known telecommunications company had as its tag line “it’s the network.” The same is true in the transportation world, and “building the network” is a cornerstone of our multimodal vision. While transit service is provided in all the incorporated areas of San Bernardino County, the primary concentration of transit activity is in the most densely populated area: the San Bernardino Valley, served by Omnitrans. The Victor Valley Transit Authority (VVTA) provides fixed-route and demand-responsive bus service for that area plus Barstow, and also has one of the most robust vanpool operations in the state. Other services include the Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit Authority (Mountain Transit), and Needles Area Transit (NAT). Each of these agencies is being creative in how they approach serving the respective needs of their communities, often with limited resources.

In the Valley subregion of San Bernardino County, multimodal transportation initiatives are coming together in an unprecedented way. SBCTA has been collaborating with our state and local partners on various aspects of this multimodal vision for several years. But progress has recently accelerated, even during the COVID-19 pandemic, and SBCTA envisions all of these initiatives being operational within the next 2-5 years, ready to serve industry and the traveling public as we emerge from the pandemic. While the focus of these activities is primarily in the West Valley, this overview explains how the initiatives also include the East Valley and connect to the Victor Valley as well, and describes how they will benefit the Southern California region as a whole. It is a multimodal vision in the sense that it incorporates strategies for increasing transit, shared-rides, and active transportation, as well as promoting the efficient movement of goods. This summary highlights some foundational transit improvements that have been at the planning and project development stage in recent years, as well as two ground-breaking advanced technology transit ventures that have been initiated just in 2020. While most of the data presented in the CTP are pre-pandemic, the significant impacts of the pandemic on transit ridership is acknowledged, and the next major update to the CTP will incorporate more analysis of those impacts and an assessment of what that means for transit services going forward.

“Multimodal transportation initiatives are coming together in the Valley subregion of San Bernardino County in an unprecedented way.”

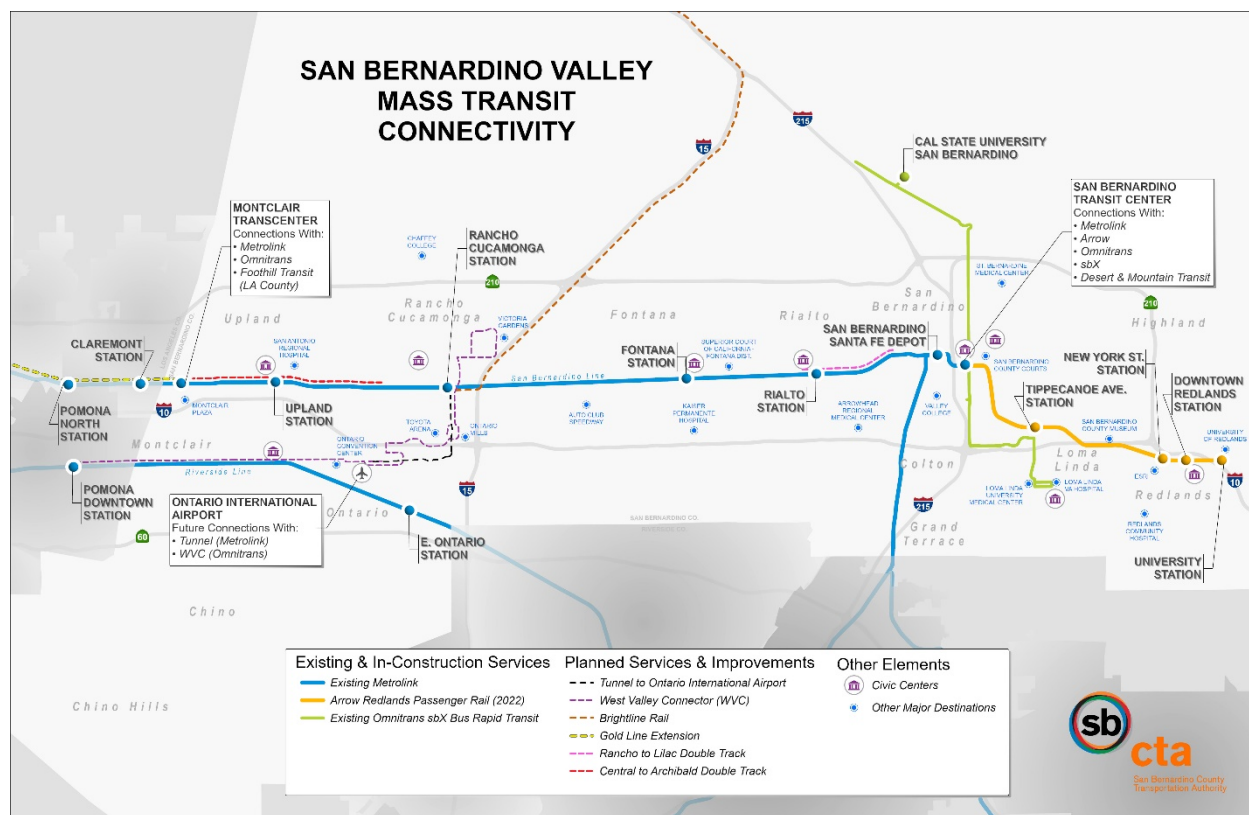
These advances in transit are accompanied by progress in building a system of multimodal managed lanes and auxiliary lanes on Interstates 10 and 15 as part of a planned region-wide managed lane system launched in 2012 with the adoption of the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) by SCAG. From the standpoint of the travelers, these are understood as “express lanes,” but from the standpoint of the agencies, they represent a strategy of transportation facility

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management that was not possible before. Highlights of these initiatives are provided in the bullet points below, followed by a section on the overall vision. Projects can be identified in Figure ES-2.

- **New “Arrow” Passenger Rail from Redlands to San Bernardino** - The Redlands Passenger Rail Project is an innovative nine-mile, 5-station, regional rail project that provides additional transportation choices through the introduction of a new rail service, known as The Arrow. This system uses self-powered, low-emission trainsets, with revenue service beginning in 2022. Then by 2024, a first-in-the-nation hydrogen-powered trainset will come on-line.
- The 19-mile **Zero-Emission West Valley Connector Bus Rapid Transit (BRT) project** is fully funded and will be operational by 2024. It connects four cities (Pomona, Montclair, Ontario, and Rancho Cucamonga), Ontario International Airport (ONT), and two different Metrolink lines (Riverside and San Bernardino lines), with dedicated lanes for BRT on Holt Boulevard in Ontario.
- **Upgrades in Metrolink Service on the San Bernardino Line** - Metrolink is evaluating scenarios to add significant train service on the Metrolink San Bernardino Line (SBL) within four to seven years, as part of a regional expansion plan. Not only would this facilitate improved access to ONT, but it will allow cities along the line in the San Bernardino and San Gabriel Valleys to better encourage transit-oriented development. This is an investment in the future of all these cities. This increase in Metrolink service will then match the frequencies of Arrow service from downtown San Bernardino to Redlands. All new Metrolink locomotives are also upgrading to a low-emission Tier 4 standard.

Figure ES-2. Overview Map of the Emerging Transit Connectivity “Vision” in the San Bernardino Valley



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- **Tunnel for Autonomous Vehicles Connecting Metrolink to ONT** - A tunnel connection for zero-emission self-driving vehicles is in the project development stage, linking the Rancho Cucamonga Metrolink station and Ontario International Airport. This will open up new transit accessibility to ONT from LA and San Bernardino County by 2025. This innovative tunnel approach, similar to one initiating operation in Las Vegas, will allow the ONT connection to occur years in advance of and at a dramatically lower cost than would have been possible with conventional rail technology. A phase-in period using human drivers will likely be considered.
- **Brightline West from Rancho Cucamonga to Las Vegas** – A 100% privately-funded zero-emission high speed train service to and from Las Vegas is proceeding toward implementation. Brightline West (which currently runs passenger rail service between Fort Lauderdale and Miami) is planning to fund this multi-billion dollar project to initiate service between the Victor Valley and Las Vegas, and is negotiating with Caltrans and SBCTA to extend the line down the Cajon Pass to the Metrolink station in Rancho Cucamonga. This will reduce congestion on I-15 and open up a new opportunity for zero-emission transit travel to/from the LA Basin from/to Las Vegas.
- **San Bernardino County Components of the SCAG Regional Managed Lane System and Targeted Improvements to Freight Bottlenecks**
 - The first segment of SBCTA's **I-10 Multimodal Corridor** is under construction between the LA County Line and I-15. It includes new high-occupancy toll (HOT) lanes that will also give priority to transit, 3+ carpools, and clean air vehicles. New auxiliary lanes will improve truck and auto flows and enhance safety for merging and weaving movements. It is part of the emerging regional managed lane system that, enabled by advanced technology, also includes express lanes in Los Angeles, Orange, and Riverside Counties. It is part of what is becoming a truly managed system for both people and goods, with priority for transit and shared-ride modes.
 - **I-15 Freight Improvement Project (Auxiliary Lanes and Express Lanes) from SR-60 to Foothill Boulevard** – This project is now fully funded and will be operational by 2026. It adds auxiliary lanes in three strategic locations and extends the I-15 express lanes now being completed in Riverside County. Like I-10, this will improve flows for both trucks and cars, and give priority to HOVs in this highly congested segment. It will greatly improve merging to and from the I-10/I-15 interchange, now designated as the 10th most critical truck bottleneck in the U.S. by the American Transportation Research Institute.
- **Transportation Demand Management (TDM), Active Transportation, and First/Last Mile Initiatives** – An important part of the multimodal system SBCTA is building involves shared-ride options promoting carpool formation and vanpooling. Some 11 percent of San Bernardino County residents take shared rides to work. SBCTA is also making it easier to get to/from transit stations and stops through first/last mile solutions. Transit cannot be provided for every origin and destination combination, so it becomes important to provide easy access to transit lines as a way to extend transit's reach as well as to provide safer routes to neighborhood schools. SBCTA and our local partners are investing over \$60 million over a five-year period to upgrade bicycle and pedestrian linkages to Metrolink stations, bus stops, schools, work centers, and other points of interest in the San Bernardino Valley.

"It is part of what is becoming a truly managed system for both people and goods, with priority for transit and shared-ride modes."

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These are unprecedented investments in multimodal transportation for our area. That these advances are occurring in San Bernardino County might seem surprising to some, but when one considers San Bernardino County's history, it should not be surprising at all. Our county has long served as a gateway to the nation from Southern California, driven by our geography as well as the pioneering spirit of our residents and businesses. It is also important to note that these investments are connected to the extensive regional Southern California transit network, as illustrated in Exhibit 3.1 of the SCAG 2020 RTP/SCS (access Connect SoCal at: [Read the Plan Adopted Final Plan - Southern California Association of Governments](#)).

The Highway System

The highway and rail network originally formed the backbone of San Bernardino County's transportation system and has accommodated the County's growth and development. Figure ES-1 illustrated the layout of the highway system. Due to geographic features – the county line with Riverside on the south and the San Bernardino Mountains to the north - much of the highway network in the San Bernardino Valley is oriented east-west, with some key north-south connectors (I-15, I-215, and SR-71). Interstates 10, 15, and 40 are the primary highway-related gateways to the nation, as previously discussed, passing through the critical Cajon Pass segment, through the Victor Valley, and North Desert subareas.

SBCTA is responsible for the programming of state and federal funds for the urbanized portions of San Bernardino County, with the state being responsible for programming outside those areas. The Measure I half-cent sales tax, approved by over 80% of the voters in 2004, is a primary source of transportation revenue for freeways, interchanges, and arterials throughout the County. The SBCTA 10-Year Delivery Plan highlights the primary projects moving forward in the near term (see <http://www.gosbcta.com/plans-projects/funding/MeasureI/2019-10-year-All-final.pdf>).

Even with significant emphasis on alternate modes of travel, continuing improvements to the highway network are needed for both local circulation and accommodating the major flows of commerce within and through San Bernardino County. Investments in environmental protection and improvements in quality of life are enabled by a thriving economy, and highway improvements are key to allowing business to thrive and create the jobs to give San Bernardino County individuals and families the opportunities they desire. This multimodal approach is a “win-win” for San Bernardino County residents and employers, as well as for the natural environment that both residents and visitors have come to enjoy.

Shared-Ride Systems

While SBCTA is building the transit network, it is recognized that origins and destinations in San Bernardino County are highly dispersed and that the default choice for the large majority of commuters is the single occupant auto. Shared-ride systems (carpools and vanpools) represent an ideal Transportation Demand Management (TDM) strategy for this type of environment – commuters organizing together to get themselves to specific geographic destinations on defined schedules. With the right strategy, carpools and vanpools can be fast, efficient, and cost-effective alternatives to single occupant vehicles (SOVs), particularly in areas where transit service is not available to make those connections.

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While SBCTA has had a robust ridesharing program over the years, via the IE Commuter partnership with RCTC, much more is now possible in terms of ride-matching technology and shared-ride support systems. In addition, SBCTA and the Victor Valley Transit Authority operate vanpool programs, providing monthly incentives for almost 250 active vanpools each day. Shared-ride strategies have allowed San Bernardino County to have one of the highest carpooling rates in the region, at 11 percent for commute trips to work, and there is significant upside potential. While there are limits to the percentage of commuters that may have the flexibility to carpool or vanpool, aggressively pursuing this potential market is key to the county's multimodal future. SBCTA is looking at how technology and innovation might be leveraged to capture more of this market.

Work At Home and Virtual Travel Services

As indicated earlier, over 5% of working county residents were able to work at home, pre-pandemic. This has no doubt increased as a result of COVID-19 and the much more widespread use of virtual meeting technology. While working at home is not possible in substantial numbers for many jobs (e.g. logistics, agricultural, retail/food industry, construction, and medical), it represents a potential that cannot be ignored. Added to this is the possibility of remote services, with broad potential in many fields: banking, virtual service desks for public agencies, virtual doctor visits, etc. These could be some of the most powerful VMT reduction strategies in our transportation tool box. SBCTA and RCTC launched a new telework initiative in July 2020 as part of IE Commuter as a way to capitalize on the changing views on telework and the new technology tools. One might say that telework is the ultimate in working close to home, whether on a part-time or full-time basis, and in a sense it has improved the job/housing balance of the Inland Empire almost overnight. While the pandemic has been a tragic event, it has spurred more innovations in transportation that are directly germane and beneficial to San Bernardino County. And it has opened up new opportunities for outlying mountain/desert communities to attract additional workers who are able to invest in their local areas.

Active Transportation and “Other Modes”

While the walking and cycling percentage of work trips hovers in the 2 percent range, active transportation can be an important first/last mile linkage for both transit and shared-ride systems. The market for walk/bike-to-work as a primary mode may be limited, but in effect, every transit trip has a walk or bike connection at one or both ends. This is why active transportation facilities near transit stations and stops are an important part of building “the network.” That said, SBCTA and our partner agencies have secured over \$60 million in State Active Transportation Program (ATP) grants to continue building core bicycle/pedestrian and Safe-Routes-to-School (SRTS) facilities. These serve not only commuters and students, but utilitarian and recreational cyclists as well. “Other modes” could include taxis and Transportation Network Companies (TNCs, such as Uber/Lyft) or electric scooters. All of these options can serve as an overall strategy for encouraging the use of transit (through first/last mile connections) or for making short trips.

Where We Are Going – A Summary of the Transportation Vision

The combination of geographic location, relationship to the ports, and world-class transportation infrastructure continue to provide San Bernardino County with economic opportunities into the future. But these opportunities must be managed well and transportation challenges must be addressed if the county is to continue to benefit from its ongoing strategic locational advantages. SBCTA's vision for the

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future is multimodal in nature, and integrated with the development opportunities and sustainability initiatives of the 25 jurisdictions we serve. We envision an increasingly connected system for both people and goods, recognizing our role as a regional player in a large Southern California economy.

This vision and the strategies behind it are consistent with the goals of the SCAG 2020 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS – branded “Connect SoCal”) as well as the goals of the California Transportation Plan 2050, which include:

- **SAFETY:** Provide a safe and secure transportation system
- **CLIMATE:** Achieve statewide GHG emission reduction targets and increase resilience to climate change
- **EQUITY:** Eliminate transportation burdens for low-income communities, communities of color, people with disabilities, and other disadvantaged groups
- **ACCESSIBILITY:** Improve multimodal mobility and access to destinations for all users
- **QUALITY OF LIFE & PUBLIC HEALTH:** Enable vibrant, healthy communities
- **ENVIRONMENT:** Enhance environmental health and reduce negative transportation impacts
- **ECONOMY:** Support a vibrant, resilient economy
- **INFRASTRUCTURE:** Maintain a high-quality, resilient transportation system
- **PARTNERSHIPS:** Support partnerships with and connections to small businesses and non-profit organizations

As we move forward, we are incorporating sustainability into virtually every aspect of our transportation programs. We will describe our sustainability initiatives in greater detail later, but they include specific approaches to reducing greenhouse gases, criteria pollutants, and vehicle miles travelled (VMT). Our initiatives cover climate resilience, air quality, health, habitat conservation, land use, the transit network, and transportation demand management.

“As we move forward, we are incorporating sustainability into virtually every aspect of our transportation program.”

The purpose of this 2021 Countywide Transportation Plan is to lay out a strategy for long term investment in and management of San Bernardino County’s regional transportation assets, integrated with our county’s sustainability initiatives that respond to federal, state, and regional goals. Although our focus is on San Bernardino County, we do not operate in a vacuum, and are committed to working with all levels of government to implement an efficient and cost-effective transportation system in an environmentally and socially responsible manner.

The vision not only addresses multimodal mobility, but in so doing, also addresses the overall state goals of trip and VMT reduction, emissions and GHG reduction, and moving toward more transit-oriented land use, directly supporting the goals of the AB 32 Scoping Plan, SB 32 GHG reduction goals, SB 743 VMT reduction goals, and Caltrans’ Climate Action Plan for Transportation Infrastructure (CAPTI). “The network” that SBCTA and its partners are building is not an isolated one, but one that is connected to the greater regional network and sister counties of Los Angeles, Orange, and Riverside. In so doing, these investments will benefit the region, not just San Bernardino County.

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The strategies, services and programs in which SBCTA and our local and state partners are already heavily investing are representative of an overall vision for where we are going, together with our transit agency and local partners. Core elements of this vision can be summarized in the following bullet points:

- **Build on “the network.”** Continue building and improving “the network,” focusing on origin-to-destination connectivity with efficient first/last mile connections. This is the core of a customer-focused and technology enabled vision for the future.
- **Focus on the traveling customer.** Tailor the modes, support strategies, and marketing to the needs of the customers being served. Where investments have been made in passenger rail and high-capacity bus transit, focus marketing and operational improvements on those corridors, avoiding competing services where possible. The local bus and first/last mile investments should feed these core transit lines, where practical.
- **Encourage transit-oriented development (TOD).** Work with local agencies and the private sector to encourage transit-oriented development in transit station areas, and incentivize TOD development where practical, in partnership with local governments. To the extent that TOD can be stimulated, this will be a win-win for the locality, in terms of trip reduction, and for the transit provider in terms of maximizing the return on the transit investment.
- **Invest in technology.** Invest thoughtfully and carefully in technology, with an ultimate goal of a fully integrated system in which customers can assess trip options for transit, shared-ride, and active transportation modes, including first/last mile connections. This would include customer-focused information on mode, schedule, fare, and origin-destination connectivity, as well as options for “virtual travel,” as discussed earlier. Progress on this may come in stages, but should be guided by a master plan for San Bernardino County that is compatible with or interfaces with technology being adopted at the regional level.
- **Coordinate and collaborate.** Coordinate activities and initiatives across SBCTA departments and with transit and mobility partners to achieve this vision. A Mobility Manager has been appointed within SBCTA to encourage progress along all these fronts, both internally and with our transit and mobility partners. The Mobility Manager will serve as a clearinghouse for information, coordinate activities, and monitor progress toward our goals, recognizing the autonomy of each agency to implement its own vision, consistent with its mission and with the overall multimodal vision for San Bernardino County. Project planning, grant applications, project development, capital project implementation, marketing, evaluation, and operational actions will be coordinated across agencies to take advantage of economies of scale and to encourage the agencies to speak with consistent voices as we seek to serve our customers and acquire resources for implementation and operations. The traveling customer is not so concerned with who provides the service as they are with how the service addresses their needs.
- **Support quality of life, health, sustainability, and equity.** Work with San Bernardino County residents and businesses to ensure that the transportation investments are paying dividends in terms of quality of life, air quality, health, environmental sustainability, and equitable access to services. Though the County is very different from Los Angeles in terms of the market for TOD and the potential for transit use, a transportation strategy that is tailored to the characteristics and needs of San Bernardino County can contribute to achieving statewide goals in proportion to our ability. This includes investments in zero and near-zero emission vehicle and fuels technology, which is likely to represent the most direct and cost-effective path to the county’s contribution toward the reduction of GHGs and NOx emissions. Future quiet zones along Metrolink corridors are envisioned, but are not fundable with existing revenue sources.

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- **Evaluate programs and services** – Some programs and services may prove to be effective, while others may not. Periodic evaluation and re-thinking of transit and shared-ride investments is warranted to find out what is working, what should be improved or expanded, and what should possibly be eliminated. The Short Range Transit Plans are opportunities to do this for transit modes, but the assessment must go beyond that, to cover shared-ride, active transportation, and virtual travel options.

But before we get too carried away on the vision, let's do a reality check. Our customers are smart and pragmatic – making a trip using something other than the car must provide them with a tangible benefit, and the automobile remains the convenient mode of choice for most trips. They will not ride a train or bus just because we announce that new service has arrived.

As with any customer in the commercial market, small things matter, and loyalty must be earned. Competing with the auto in the marketplace of trip-making will require strategic and customer-focused thinking for how to get them from specific origins to specific destinations, not merely how to ride a route. This might require diverging from the strategies of the past. On top of that, the resources available for transit and shared-ride services are limited, and must be invested carefully and wisely to compete effectively in this market.

Transportation Legislation and Funding in the Last 30 Years – A Brief History

The emphasis on mobility and congestion relief in California can be seen in legislation dating back to the mid-1980s, when the state legislature began authorizing sales taxes for transportation projects in individual counties. Under this legislation, counties and cities could cooperatively establish new “transportation authorities” to administer the tax proceeds in keeping with voter-approved expenditure programs. In 1984, voters in Santa Clara County approved the first such sales tax in California. The legislature soon gave all counties the power to adopt these taxes, prompting 17 counties, including San Bernardino County, to adopt these voter-approved taxes by 1990.

The voter-approved San Bernardino County half-cent sales tax began generating funds in April, 1990. Some of the cornerstone projects in the first Measure I Expenditure Plan included construction of the SR-71 and SR-210 freeways and initiation of service for the regional Metrolink commuter rail system in 1992. The SR-60 and I-10 freeways underwent major upgrades to 4 mixed flow lanes plus 1 High-Occupancy Vehicle (HOV) lane in the West Valley, and a truck climbing lane was added on eastbound I-10 through Redlands.

At the regional level, the sales tax measures have enabled Southern California to go from virtually no passenger rail service in 1990 to over 500 miles of commuter rail and over 100 miles of heavy rail and light rail today. This has been an important element in transforming downtown Los Angeles into a much more vibrant center of activity than it was 20 years ago, with greatly increased transit connectivity region wide.

Mobility needs were further highlighted in Proposition 111, titled The Traffic Congestion Relief and Spending Limitation Act Of 1990, passed by the voters of California in June 1990. The official proposition summary stated, in part:

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“This measure would enact a statewide traffic congestion relief program and update the spending limit on state and local government to better reflect the needs of a growing California population. It would provide new revenues to be used to reduce traffic congestion by building state highways, local streets and roads, and public mass transit facilities. This measure would enact a 55% increase in truck weight fees and a five-cent-per-gallon increase in the fuel tax on August 1, 1990, and an additional one cent on January 1 of each of the next four years.”

Senate Bill 45 (Kopp - 1997) made major changes to the process by which state and federal funds are allocated to individual projects statewide, with a greater focus on local control. County Transportation Commissions such as SBCTA were given the ability to program 75 percent of these funds, with the state programming the remainder for inter-regional projects and for state highway operations and maintenance. The programming is managed regionally through the Federal Transportation Improvement Program (FTIP), maintained by SCAG through its legal designation as the Metropolitan Planning Organization (MPO).

A 30-year extension of Measure I was passed by the voters in 2004 with an unprecedented 80 percent of the vote in favor. Much of the success of that Measure could be attributed to the continued focus on congestion relief and safety, but with a greater emphasis on fixing more localized problems, such as freeway interchanges and arterial streets. The Measure also increased the county’s emphasis on transit, with commitments to initiating passenger rail service to Redlands, extension of the Gold Line to Montclair, and improvements to Metrolink service. It also set in motion the approval of a development mitigation program that all the cities in the Valley and Victor Valley implemented through development impact fees (DIFs) for partial funding of interchanges, arterials, and rail/highway grade separations.

Assembly Bill 32 (AB 32), passed in 2006, introduced a new focus on growing California in a sustainable way. As indicated on the California Air Resources Board website, *“The passage of AB 32, the California Global Warming Solutions Act of 2006, marked a watershed moment in California’s history. By requiring in law a sharp reduction of greenhouse gas (GHG) emissions, California set the stage for its transition to a sustainable, low-carbon future.”* AB 32 required California to reduce its GHG emissions to 1990 levels by 2020 — a reduction of approximately 15 percent below emissions expected under a ‘business as usual’ scenario.” Subsequently, via SB 32, the legislature required that CARB ensure that statewide greenhouse gas emissions are reduced to 40% below the 1990 level by 2030.

Senate Bill 375, which became effective in January, 2009, further increased the focus on sustainability for regions as they grow, requiring that each region, including SCAG, prepare a Sustainable Communities Strategy. As part of the six-county SCAG region, SBCTA and its local jurisdictions were partners with SCAG in crafting the first SCS, incorporated into the 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy or RTP/SCS. Two updates of the SCAG RTP/SCS have been produced since that time, the 2016 and 2020 RTP/SCSs.

The passage of California’s Senate Bill 1 (SB 1) created a significant source of ongoing state transportation funding. SB 1 increased the gas excise tax from 18 cents per gallon to 47.3 cents per gallon (as of July 1, 2019), and further indexed the gas tax to inflation going forward. Prior to passage of SB 1, the effective state gas excise tax rate of 18 cents per gallon remained unadjusted for more than 20 years. SB 1 additionally instituted per vehicle fees pegged to vehicle value to raise revenue for various transportation system improvements. It also enacted an annual fee on zero-emission vehicles (ZEVs). Most of these fees are indexed to the CPI. However, these fees do not completely address the erosion of purchasing power as construction costs are rising faster than the general inflation rate. Gas tax revenues

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remain the primary source of funding for the State Highway Operation and Protection Program (SHOPP), which funds projects to maintain the state highway system. SB 1 includes several discretionary funding programs that can be used for multimodal transportation infrastructure, among which include the Solutions for Congested Corridors Program (SCCP), the Trade Corridor Enhancement Program (TCEP), and the Local Partnership Program (LPP).

More recently, on March 10, 2021, the California State Transportation Agency (CalSTA) unveiled the draft Climate Action Plan for Transportation Infrastructure (CAPTI). The plan details how the state recommends investing billions of discretionary transportation dollars annually to aggressively combat and adapt to climate change while supporting public health, safety and equity. CAPTI builds on executive orders signed by Governor Gavin Newsom in 2019 and 2020 targeted at reducing greenhouse gas (GHG) emissions in transportation, which account for more than 40 percent of all emissions, to reach the state's ambitious climate goals. A particular focus of CAPTI is to reduce vehicle miles traveled (VMT) as part of the overall strategy to reduce GHGs. CalSTA adopted CAPTI in July, 2021.

SBCTA is also a partner with two Air Quality Management Districts (South Coast and Mojave Desert) to attain air quality standards set by the Environmental Protection Agency. Both air basins are designated as non-attainment and the South Coast air basin is designated an “extreme” non-attainment area. Although tremendous progress has been made in cleaning the air over the last several decades, the South Coast air basin is still well short of what is needed to attain federal ozone standards by 2023 and a subsequent stricter attainment goal by 2032. This is of concern to San Bernardino County, because the path to attainment falls heavily on the transportation sector.

The County of San Bernardino and SBCTA adopted the Countywide Vision in 2011, setting in motion initiatives spanning across 10 Vision elements as described later in the CTP: Education, Environment, Housing, Image, Infrastructure, Jobs/Economy, Public Safety, Quality of Life, Water, and Wellness. An Equity Element was added in 2020. This has established San Bernardino County as a sustainability leader in the region and helps guide county and city agencies in establishing and attaining sustainability goals.

Framing the Issues and Opportunities

With the above as context, what types of issues will SBCTA and our partner agencies face over the horizon of this Countywide Transportation Plan, through 2040? This section highlights several of the core transportation-related issues that will need to be addressed as we move forward. These are not the only ones, but represent key areas where SBCTA should consider taking action or advocating positions.

1. **Transit, TDM, Technology, and Traffic Management (the “Four T’s” of multimodal transportation)** – The transit network is growing, both regionally and in the Inland Empire. Improved coordination is needed across transit (rail, fixed route bus, demand responsive, and first/last mile), TDM modes (shared-ride, vanpool, active transportation, etc.), technology (virtual travel, telework, electronic payment, etc.) and management of all traffic flows), focusing on system efficiency in a way that provides a high level of customer service at an affordable cost. The telecommunications industry reminds us that successful communications is all about the network. The same is true in building the transit, share-ride, and management systems: we need to think in terms of interconnectivity and system integration, not independent systems. We are in a new era of managing the movement of people and goods, not just building infrastructure.

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2. **Importance of funding for transit operations -**

Transportation agencies across the state are having to adapt to multiple changes and challenges. Transit funding and farebox recovery have been particularly hard hit during the COVID-19 pandemic, but there were also transit funding and operational issues prior to COVID. Paramount among them was the challenge of adequate funding for transit operations. Most of the new funding from SB 1, discussed earlier, is focused on capital projects, and there is a particular emphasis on transit and other multimodal projects. While great strides are being made in building the transit network, we do not want to be building systems that we cannot also operate. San Bernardino County is at its limit for what state and federal sources of transit operating funds enable us to provide for transit services. We even have 5% of our local sales tax funding in our Valley subarea that we can use for express bus/bus rapid transit services (capital and operating) and 8% of our Metrolink/rail program, but we are maxed out on those commitments through 2040. This will be the primary limiting factor in keeping the momentum going on building a robust multimodal network into the future for not only San Bernardino County, but the region as well.

We are in a new era of managing the movement of people and goods, not just building infrastructure.

3. **Congestion relief and economic competitiveness –**

Although the statewide emphasis has shifted to sustainability, the need for congestion relief cannot be ignored. We live in a globally competitive environment, in which the speed and cost of doing business still matters a great deal. It is essential that San Bernardino County maintain the transportation advantages that we currently enjoy with our robust freeway and interchange network to support the logistics industry. About one third of our jobs are now related to logistics in one way or another, and logistics hubs will continue to play a major role in bringing business, employment, and tax revenue to our area. A robust economy is needed to make progress on multiple fronts: sustainability, air quality, health, equity, and quality of life issues among them. And because several of our major highway facilities are also nationally significant freight corridors (e.g. I-10, I-15, and SR-60), with significant existing freight bottlenecks, state and federal funding participation is particularly warranted for those corridors.



4. **System preservation and operations –** The tens of billions of dollars in street and highway infrastructure investment must be preserved. Although Caltrans and local jurisdictions are the owners and operators of our freeways and arterial streets, SBCTA can be a partner with them to ensure that these roadways and freeways are maintained and that the operations are optimized. The arterial system is dependent upon the freeway system and vice versa, therefore, routine maintenance of the entire transportation system can avoid the much larger expenditures that will be incurred from neglect. Real-time information and technology both play a key role in maximizing system operations and efficiency.

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5. **Land use** – SBCTA and local jurisdictions are aggressively promoting transit oriented development as part of a strategy for economic growth and for achieving the regional SB 375 targets. An example is the study for the ARRIVE Corridor along the San Bernardino Metrolink line, which explored achievable strategies for TOD for each of the six stations along this line in San Bernardino County. The challenge with TOD in San Bernardino County has to do with market readiness. Jurisdictions cannot impose development types and densities that the market cannot yet afford. The strategy must be one of preparing for TOD, while also being patient and demonstrating commitment to rail/transit infrastructure that will attract TOD developers. Most jurisdictions with rail station assets are ready to support TOD, and some have had recent success, but they may need assistance with infrastructure investment, which was dealt a serious blow with the state's dissolution of redevelopment agencies.
6. **Attainment of air quality standards** – Ozone attainment in the South Coast Air Basin is at a critical juncture. As the Basin gets closer to background ozone concentrations (estimated by SCAQMD at 48 ppb), the path to attainment will require adoption of technologies and fleet turnover rates that are acknowledged by many as not feasible within the timelines prescribed by EPA. We need to push forward on air quality improvements, but at a rate that our local economy and industry can absorb, based on technologies that can be cost-effectively incorporated into the marketplace. A balanced approach is needed.
7. **Sustainability, GHG reduction, and VMT reduction** – SBCTA and our local agency partners have been leaders in regional planning for GHG and VMT reduction. The lofty goals of AB 32, SB 32, SB 743, and related Executive Orders now need to be translated into an approach that can achieve those goals without damaging the economy or our region's competitiveness. Prior analysis in the California Transportation Plan has indicated that radical transformation in vehicle and fuels technology will need to be the primary mechanism to produce the 80% reduction in GHGs from the transportation fleet targeted for 2050 and 40% by 2030. At the same time, strategies for VMT reduction are also important, but need to be feasible and realistic, with a focus on how to assist our "transportation customers." As with attainment for criteria pollutants, GHG and VMT reductions need to be approached in a balanced way.



CTP Key Issues

- The "Four T's" – Transit, TDM, Technology, Traffic Management
- Funding for transit operations
- Congestion relief, freight bottlenecks, and economic competitiveness
- System preservation and operations
- Land use
- Attainment of air quality standards
- Sustainability, GHG/VMT reduction

CTP Goals and Objectives

The CTP is San Bernardino County's long-term plan for transportation. It is focused on several over-arching goals that build on the SBCTA Mission Statement. The goals of the CTP are to:

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- Focus on our transportation “customers” by building an integrated, multimodal network and managing that network to improve safety, mobility, and accessibility for the residents and businesses within San Bernardino County and the region.
- Plan and deliver transportation projects and services in a manner that promotes the County’s economic competitiveness, affordable housing, environmental quality, overall sustainability, and access by the full spectrum of system users.
- Promote stewardship of the public resources entrusted to SBCTA and other transportation agencies in the County through analysis and application of cost-effective, customer-focused, and technology-enabled approaches to the multimodal movement of people and goods.
- Promote the funding of transportation needs and efficient operation of transportation systems through collaboration with local, regional, state, and federal transportation agencies, together with private stakeholders.
- Support state, regional, and local environmental and sustainability goals.

The CTP goals are supported by an underlying set of objectives which represent the measureable means to achieve the goals. Objectives include:

- Maximize the accessibility, efficiency and reliability of the transportation system for all users
- Maintain an awareness of how SBCTA’s programs of transportation investments impact and benefit the spectrum of communities and system users, and take these into consideration in making transportation decisions
- Reduce vehicle miles traveled and travel times for both highway and transit travel (for both people and goods)
- Reduce vehicle emissions, both criteria pollutants and GHG emissions
- Increase the proportion of people sharing rides, bicycling, walking, taking transit, and replacing trips with “virtual travel”
- Reduce collision rates
- Preserve existing infrastructure in a cost-effective manner
- Encourage development around existing and planned transit stations and hubs

The CTP and Its Relationship to Other Plans

The CTP needs to be understood in the context of several other plans and programs managed by SBCTA.

- The Measure I 2010-2040 Ordinance and Expenditure Plan extended the half-cent sales tax for transportation for an additional 30 years to 2040. The Expenditure Plan identifies how the Measure I revenue is to be allocated by subarea and program. The Expenditure Plan is provided in Appendix A of the Measure I Strategic Plan at http://www.SBCTA.ca.gov/planning2/plan_measure-i.html.
- The Measure I 2010-2040 Strategic Plan, approved by the SBCTA Board in April 2009, specifies the policies by which the funds are to be managed. It also provides an overall funding and management strategy for Measure I. The Plan can be reviewed at the link above.
- The Measure I Strategic Plan required the development of a Ten-Year Delivery Plan. The purpose of the Delivery Plan is to define the scope, schedule and budget for projects to be developed

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and delivered in the early years of Measure I 2010-2040. The Delivery Plan was first approved by the Board in early 2012 and since then has been updated three times, with the most recent update being 2019. The Delivery Plan can be found at [2019 10 yr - draft - with page numbers \(gosbcta.com\)](http://www.gosbcta.com). **Table ES-1** presents the projects included in the Delivery Plan.

- The Development Mitigation Nexus Study, approved by the SBCTA Board in 2005, identifies funding forecast to be generated from new development over the course of Measure I 2010-2040. These funds, generated primarily from transportation fees on new development, are used as part of the funding package for three types of projects in the Valley and Victor Valley: freeway interchanges, arterials, and rail/highway grade separations. The Nexus Study identifies the shares of funding for which local jurisdictions are responsible. The Nexus Study (Appendix K of the CMP) can be accessed at <http://www.SBCTA.ca.gov/planning2/congestion-mgmt.html>.
- The Federal Transportation Improvement Program (FTIP) is a short-term listing of all transportation projects proposed over a six-year period for the SCAG region. SBCTA submits the San Bernardino County portion of the FTIP to SCAG, with major updates scheduled every even year. See the link to the FTIP at: [2021 Adopted FTIP - Southern California Association of Governments](#).
- The Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) is prepared by SCAG every four years, with substantial input from County Transportation Commissions and local governments. The San Bernardino CTP is one of the primary sources of input to the RTP/SCS. The current RTP/SCS (termed *Connect SoCal*) was prepared for the 2020-2045 timeframe and is accessible at: [Connect SoCal - Southern California Association of Governments](#).

Table ES-1: 2019 Ten-Year Delivery Plan Projects

Measure I Programs	
San Bernardino Valley Freeway Program	
I-215 Bi-County Landscaping	
I-215/Barton Road Interchange (complete)	
SR-210 Widening from Highland Avenue to San Bernardino Avenue	
I-10 Contract 1: Two Express Lanes in Each Direction from LA County Line to East of I-15	
I-15 Contract 1: Express Lanes from Riverside County Line to Foothill Boulevard	
I-10 Contract 2A: Express Lanes from East of I-15 to Sierra Avenue	
I-10 East Bound Truck Climbing Lane from West of 16 th Street Bridge to East of Riverside County Line	
I-215/Mount Vernon Avenue/Washington Street Bridge	
San Bernardino Valley Freeway Interchange Program	
I-10/Cedar Avenue	I-10/Riverside Avenue (Phase 2)
SR-210/Base Line Road	I-15/Base Line Road (complete)
SR-60/Central Avenue	SR-60/Euclid Avenue (complete)
I-10/University Street	I-15/Sierra Avenue (complete)
I-215/University Parkway	I-10/Euclid Avenue
I-10/Alabama Street	I-10/Monte Vista Avenue
SR-60/Archibald Avenue	I-10/Vineyard Avenue
I-10/Mount Vernon Avenue	
San Bernardino Valley Major Street Program	
Monte Vista Avenue Grade Separation (Union Pacific - complete)	

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Mount Vernon Viaduct
I-10/Fourth Street Bridge Undercrossing
San Bernardino Valley Metrolink/Passenger Rail Program
Redlands Passenger Rail from the San Bernardino Transit Center to University of Redlands ("Arrow")
San Bernardino Line Double Track from Control Point (CP) Lilac to CP Rancho (Not Fully Funded)
Gold Line to Montclair
Diesel Multiple Unit (DMU) to Zero or Low Emission (ZEMU) Vehicle on Arrow Service Line
Valley Express Bus & Bus Rapid Transit Program
West Valley Connector from Pomona to Rancho Cucamonga (Phase 1)
Victor Valley Major Local Highway Program
US-395 Widening from SR-18 to Chamberlaine Way (Phase 1 - Complete)
Apple Valley Road and SR-18 Realignment
Bear Valley Bridge over Mojave River
Yucca Loma Road Widening from Apple Valley Road to Rincon Road
Main Street Widening from US-395 to 11 th Avenue (Phases 1 & 2)
Yucca Loma Corridor – Green Tree Boulevard Extension
Rock Springs Road Bridge over Mojave River
Phelan Road Widening from SR-138 to Hesperia City Limits
North Desert Major Local Highway Program
Rimrock Road Rehabilitation
North First Avenue Bridge over Burlington Northern Santa Fe Corporation Rail Line
North First Avenue Bridges over Mojave River and Overflow
Irwin Road Rehabilitation
National Trails Highway Resurfacing
National Trails Highway Bridges <20' Replacement
Mountains Major Local Highway Projects Program
Arrowbear Drive Bridge at Arrowbear Spillway
Moonridge Road Realignment and Roundabouts
Morongo Basin Major Local Highway Projects Program
SR-62 from Encelia Avenue to Larrea Avenue
Split Rock Avenue Flood Channel Crossing
Indio Avenue Realignment from Yucca Trail to Business Center
Onaga Trail Extension from Camino Del Ceilo to Kickapoo Trail
Santa Fe Trail Extension from Apache Trail to Acoma Trail
SR-62 Widening from Sage Avenue to Airway Avenue
Park Boulevard Resurfacing from SR-62 to Alta Loma Drive
Amboy Road Resurfacing from Bullion Mountain Road to Ironage Road
Colorado River Major Local Highway Projects Program
Needles Highway Resurfacing from "N" Street to North of Balboa Place (Segment N)

Source: SBCTA Measure I 2010-2040 Ten-Year Delivery Plan, 2019

Attachment: SBCTA_DraftCTP_2021Update_ExecutiveSumV2Clean (7894 : Countywide Transportation Plan)

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Summary of the CTP Analysis of Future Transportation Needs and Funding

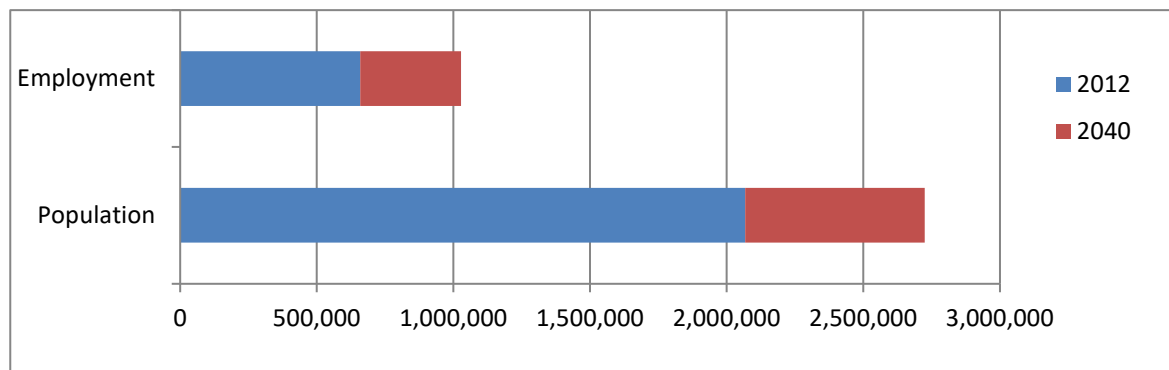
As described earlier, San Bernardino County is home to a world class network of freeways, arterials, freight rail lines, airports, and transit routes. This network, together with our proximity to the Ports of Los Angeles and Long Beach, is one of the primary reasons that the County has become a strategic location for logistics. However, this network must be maintained and built upon to satisfy the needs of both existing operations and future growth.

As indicated in **Figure ES-3**, significant growth is anticipated in San Bernardino County through 2040. Annualized growth rates from 2012 to 2040 are 1.0 percent for population and 1.6 percent for employment, or total growth rates of 32 percent and 56 percent, respectively, over the planning period. It should be noted that the growth forecasts for the 2012-2040 RTP/SCS were used for this interim update of the CTP. More recent forecasts will be used in the major update coming in 2022, and initial indications from SCAG are that the new growth forecasts will likely be more moderate, based on changes brought about by the pandemic and other factors.

Approximately \$6.5 billion (in escalated dollars) is forecast to be collected through the life of Measure I 2010-2040

The CTP tested two scenarios based on different levels of transportation service and forecast funding. The Baseline Scenario includes projects that can be funded with traditionally available local, Measure I, state, and federal revenue sources through 2040. The Aggressive Scenario is a needs-based scenario assuming additional sources of revenue. However, the Aggressive Scenario is also consistent with the RTP/SCS “financially constrained” plan. This includes SCAG’s “innovative revenue sources” contained in the 2012-2040 RTP/SCS, a substantial increase over traditionally available funding streams. This CTP does not recommend one scenario over the other, but delineates both to illustrate the transportation projects that could be implemented and maintained in each case. The Aggressive Scenario includes all projects in the Baseline Scenario plus the additional projects listed. The funding assumptions include

Figure ES-3: San Bernardino County Forecast Population and Employment Growth



some of the major “innovative sources” included in the SCAG RTP/SCS, such as a regional VMT fee. The Aggressive Scenario excludes certain projects that are included in the SCAG RTP/SCS that are regional in nature, such as the SCAG dedicated truck lanes on SR-60. **Table ES-2** presents a summary of the projects included in the Baseline and Aggressive Scenarios. The Baseline Scenario includes projects contained in the 10-Year Delivery Plan plus those additional projects viewed to be affordable in the forecast of traditionally available funding levels. The funding assumptions are listed on the right side of the table.

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Table ES-2: CTP Scenarios (Baseline and Aggressive)

Projects		Funding
CTP Scenarios	Baseline	10-Year Delivery Plan <u>Plus</u> Constrained Projects through 2040: <ul style="list-style-type: none"> Tunnel Loop (Transit Connector from Rancho Cucamonga to Ontario International Airport) High Speed Rail from Rancho Cucamonga to Las Vegas (private funding) I-10 Managed Lanes from Sierra Avenue to Ford Street I-15 Managed Lanes from Foothill Boulevard to US-395 I-215 North HOV lane (SR-210 to I-15) Valley Interchange Phasing Program (constrained to revenue) Valley Arterial Program and Mountain/Desert Major Local Highway Programs (constrained to revenue) No additional grade separations Metrolink expansion (68 daily trains with 30-minute headways) on the San Bernardino Line Active Transportation Projects supportable by grants and Transportation Development Act funds
	Aggressive	Core Revenues, Financially Constrained Traditional sources: <ul style="list-style-type: none"> Measure I Forecast revenue in 10-YDP State revenues constrained to gas tax collections Federal revenues constrained to gas tax collections State SB 1 and federal competitive programs Tolls for managed lane projects Transit revenue adequate to cover current operations held at 3% Development Mitigation fees Match Funding to Infrastructure Need Potential options: <ul style="list-style-type: none"> Tolls for managed lane scenario Supplemental Measure I State and Federal gas taxes indexed to be on par with current authorizations with inflation Regional/State/Federal VMT fee (or equivalent) Aggressive assumptions for State Bonds/Federal Stimulus Federal freight dollars

Attachment: SBCTA_DraftCTP_2021Update_ExecutiveSumV2Clean (7894 : Countywide Transportation Plan)

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The performance of the transportation system is presented in **Table ES-3**. This analysis was generated using the San Bernardino Transportation Analysis Model (SBTAM), which is a focused sub-model derived from the SCAG regional model. SBTAM includes the same network as in the 6-county SCAG region, but with additional detail in San Bernardino County. The results show a substantial reduction in vehicle hours of travel and savings in delay within San Bernardino County for the Baseline Scenario. A savings of 100,000 vehicle hours per weekday would equate to over \$400 million in delay savings per year, based on the value of time alone (typically in the range of \$15 per hour).

Table ES-3: Forecast 2040 San Bernardino County Daily Performance Statistics

Measure of Effectiveness	2012	2040 No Build	2040 Baseline	Percent Change from 2040 No Build	2040 Aggressive	Percent Change from 2040 No Build
Vehicle Miles Traveled	56,462,829	81,122,010	82,662,578	1.9%	82,945,126	2.2%
Vehicle Hours Traveled	1,203,423	2,029,243	1,907,230	-6.0%	1,886,904	-7.0%
Vehicle Hours of Delay	140,982	476,229	349,896	-26.5%	274,436	-42.4%
Average Speed (mph)	46.9	40.0	43.3	8.4%	44.0	9.9%

Source: SBTAM

Summary of the CTP Transportation Strategy

There are two parts to SBCTA's transportation strategy: a set of goals and objectives, coupled with individual strategies by geographic area, mode, and function. The goals and objectives were discussed earlier in the Executive Summary. Individual strategies are focused more on "how we get there," and can be grouped into three primary categories:

- Geographic
- Modal
- Functional

Table ES-4 presents proposed SBCTA strategies for the modal, functional and geographic categories referenced above. Modal categories have been nested into the primary geographic subareas of the Measure I Strategic Plan. The primary challenge or challenges associated with each component are identified, along with corresponding strategies that address the challenges.

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Table ES-4: Summary of Long-Term Transportation and Sustainability Strategies

Category	Challenge	Strategy
Valley Categories by Mode		
Freeway system	Freeway system needs to become more multimodal and include traffic management strategies.	Position the freeway system to adapt to future demands through improved traffic management and information systems, with a focus on I-10 and I-15. Provide incentives for transit, HOVs, and clean-air vehicles. Also address truck bottlenecks.
Freeway interchanges	Projected Measure I, state, and federal funds will be insufficient to meet all the interchange improvement needs.	Spread Measure I funds across interchange hot-spots using both a phased approach and right-sizing of full interchange improvements. Look to a future Measure I, state, and federal funds to complete the freeway interchange program on a strategic basis.
Rail/highway grade separations	Projected Measure I, state, and federal funds will be insufficient to build all the grade separations identified.	Prioritize additional grade separations and proceed with project development on at least two projects, to take advantage of potential future freight funding opportunities.
Arterials	Arterial project construction has lagged original expectations.	Encourage jurisdictions to accelerate arterial improvement projects and continue policy flexibility for funding development shares. Identify “complete streets” opportunities and arterial improvements that are particularly important to route continuity and safety.
Passenger Rail	Stations along the Metrolink San Bernardino Line and the Redlands Rail corridor are our most significant opportunities for transit oriented development and transit-related economic growth. Funds for rail services are limited.	Work with SCRRRA to upgrade Metrolink service on the San Bernardino Line to support Tunnel to ONT and Brightline connectivity. Provide first/last mile connections to Metrolink stations on a strategic basis. Position Metrolink capacity-enhancement projects for future implementation funding.
Transit Connection to ONT	With ONT now under local control, there is an opportunity to better connect to the transit system. The region would benefit from improved transit access for passengers and employees.	The West Valley Connector BRT will provide new transit connections to ONT from the west and north, with new connections to the Metrolink system. But the Tunnel Loop project, currently in development, will provide the quickest trip directly to terminals 2 and 4.
Bus Rapid Transit (BRT)	The cost of building all the BRT corridors in the Long Range Transit Plan far exceeds available funding. The proper technology solution to carry across future express bus/BRT corridors also needs to be resolved.	Reevaluate the Express Bus/BRT strategic plan, to determine how premium transit should be staged and funded across the Valley. The plan should address corridor priorities, phasing, technology, and funding options, providing information for the Board to decide on the appropriate BRT strategy, to be incorporated into the next major CTP update.

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Table ES-4: Summary of Long-Term Transportation and Sustainability Strategies, Continued

Category	Challenge	Strategy
Valley Categories by Mode, Continued		
Fixed-route bus service	Sustainable funding for operations is the biggest challenge.	Evaluate the challenges of the trajectory of transit operations funding, and jointly identify solutions between SBCTA and transit operators.
Airports	Primary challenge from a transportation perspective is how best to provide multimodal access for passengers, employees, and other users, recognizing the post-pandemic uncertainties.	Move forward with improved transit access to ONT on two fronts: West Valley Connector BRT, which will provide access from the west and north and via the new Tunnel Loop project, with rapid connections to Metrolink at Rancho Cucamonga.
Active Transportation	Large funding needs for building out the cycling/walking network	Continue to submit competitive grant applications to support implementation of the Non-motorized Transportation Plan (NMTP). <ul style="list-style-type: none"> • Maintain and update the NMTP • Identify and pursue grant funding opportunities to expand cycling and walking infrastructure
Demand-responsive bus service	Demand-responsive service is the highest cost form of transit, but important in serving certain senior and disabled transit riders. Under the Americans with Disabilities Act, transit operators are required to provide paratransit service within ¾-mile of fixed routes for passengers with disabilities who cannot ride fixed-route service.	Continue assistance programs, such as helping demand-responsive riders use fixed-route systems and coordination with non-profit entities while also maintaining demand-responsive service.
Transit integration and inter-connectivity	Transit services could be better coordinated across systems in terms of ease of transfers, fare media, and first/last mile connections. This will be even more important as the system grows.	Take a more integrated, customer-focused approach to the provision of transit services. Facilitate seamless ticketing and better connection at existing transit centers and connection points.
Mountain/Desert Strategies		
Victor Valley highway projects	Growth forecasts show a near doubling in traffic volume by 2040.	Prioritize projects that will provide the most cost-effective congestion reduction benefit, designating projects for Major Local Highway funding through the subarea process.

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Table ES-4: Summary of Long-Term Transportation and Sustainability Strategies, Continued

Category	Challenge	Strategy
Mountain/Desert Strategies, Continued		
Mountain/Desert fixed route transit	Funds are limited for route expansion and adjustment as the Victor Valley grows.	Study the challenges of the trajectory of transit operations funding, and jointly develop solutions between SBCTA and the Mountain/Desert transit agencies.
Mountain/Desert demand-responsive bus service	Demand-responsive service is the highest cost form of transit, but important in serving certain senior and disabled transit riders.	Continue assistance programs, such as helping demand-responsive riders use fixed-route systems and coordination with non-profit entities while also maintaining demand-responsive service.
Mountain Subarea	Though baseline population is small, major congestion occurs on weekends, particularly winter weekends, limiting economic growth.	Implement the recommendations of the Mountain Area Transportation Study.
Morongo Basin	The Basin is steadily growing, and SR-62 is the only viable transportation route through Yucca Valley and Twentynine Palms.	Implement improvement projects identified through the Morongo Basin Area Transportation Study (MBATS).
North Desert	The North Desert has major highway needs, but limited funding.	Evaluate long-term priorities for project investments in the subarea.
Colorado River	Funds are extremely limited for improvements in this subarea.	Smaller-scale, affordable improvements should be investigated and prioritized by the subarea.
Functional Categories		
Highway Maintenance and Operations	Local jurisdictions are responsible for arterial maintenance while Caltrans is responsible for freeway and state highway maintenance. While SB 1 provided additional maintenance funding, the highway systems continue to age.	Continue to assess maintenance/operations funding needs and approaches to managing costs through local and state asset management systems.
Rural Highway Needs	Rural areas require unique maint./safety/funding consideration.	Work with Caltrans to identify and implement strategic rural highway improvements.
Transit System Maintenance and Operations	Existing transit systems are facing potentially serious future operations funding shortfalls, while at the same needing to migrate fleets to zero-emission buses.	Optimize transit operations and work with the state on mechanisms to fund future system operations and expansion. Particular funding assistance is needed for bus electrification for all operators.
Air Quality	Although air quality has dramatically improved over the last several decades, attainment of the next set of ozone standards will be extraordinarily challenging and costly.	Work with regional and state agencies and the private sector to meet attainment standards on an achievable timeline that does not adversely impact the economy. Advocate for state/federal investment that facilitates this progress. Focus on market-based mobile source technology improvements and fleet turnover as a win-win approach.
Sustainable Growth	The state's GHG reduction goal of 80% by 2050 is an enormous challenge. If not done carefully, it may undermine the economy to the point where it will be difficult to afford the technology improvements needed to achieve this goal.	Assist state/regional agencies and the private sector in technology research and implementation strategies that are technologically feasible and cost-effective (per AB 32) for San Bernardino County. Implementation should follow the natural course of vehicle life cycles and fleet turnover, to the extent possible.

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Table ES-4: Summary of Long-Term Transportation and Sustainability Strategies, Continued

Category	Challenge	Strategy
Functional Categories, Continued		
Habitat Conservation	Habitat conservation currently occurs on a project-by-project basis, generally without a comprehensive approach.	Continue with development of the Regional Conservation Investment Strategy as a win-win approach for selected geographic areas.
Freight	Forecasts show freight volume through the ports growing dramatically through 2040, placing extreme demands on the transportation system.	Work closely with the private sector to understand changes in technology and freight operations and how the transportation system can best accommodate those changes. Make strategic improvements to freight bottlenecks along the county's primary freight corridors: Interstates 10 and 15 and State Route 60. Increased state and federal funds are warranted for projects on these national freight gateways.
Health	Public health is being integrated into policy frameworks throughout state, regional, and local governments. The challenge in the transportation arena is to determine how to incorporate health considerations into decision-making frameworks.	Continue to build on health partnerships already established. Continue focus on transit mobility and developing the active transportation network to promote cycling and walking.
Transportation revenue	SB 1 provided a significant boost to transportation revenue for both strategic highway investment and transit. The challenge now is to optimize those investments and ensure that transit operating funds are available to accompany capital investment and to secure state/federal funding to address growth in freight on national gateways such as I-10 and I-15.	Work with state and regional partners to ensure that revenue streams for highway maintenance and transit operations continue as an increasing portion of the vehicle fleet is electrified. Construct a set of revenue generation options that can be evaluated by the SBCTA Board, with input from a wide range of stakeholders, with anticipated action prior to the sunset of Measure I 2010-2040. Work with state and federal partners to secure funding for national freight corridors.

The CTP is a living document that will be updated in concert with future RTP/SCS updates. Future versions of the CTP will monitor the performance of the various strategies and refine the financial outlook, projects lists and future actions necessary to ensure safe and efficient of people and goods throughout San Bernardino County.

Minute Action

AGENDA ITEM: 9

Date: *October 6, 2021*

Subject:

Request for Proposals for Arrow Maintenance Facility Hydrogen Fuel Upgrade Project Construction Management Consultant Services

Recommendation:

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

Authorize the Executive Director, or his designee, to release Request for Proposals No. 21-1002658 for Arrow Maintenance Facility Hydrogen Fuel Upgrade Project Construction Management Consultant services for the construction of the hydrogen fueling station and the retrofit needed to support hydrogen vehicle operations.

Background:

The San Bernardino County Transportation Authority (SBCTA) is expanding the public transit network in the San Bernardino Valley with the implementation of the Redlands Passenger Rail Project (RPRP), which facilitates the introduction of the Arrow Service using two-car Diesel Multiple Unit (DMU) rail vehicles. In conjunction with public transit expansion and providing options for our traveling public, SBCTA seeks to reduce greenhouse gas (GHG) emissions and improve air quality. The DMUs purchased for the Arrow Service are powered via a Tier 4 diesel engine “generator” providing power to electric motors at the wheels. SBCTA recognized an opportunity to convert the power generator to an alternative propulsion technology in an effort to produce a low or zero emission multiple unit (ZEMU) that could run on the existing heavy rail infrastructure, thus reducing air quality impacts while furthering the use of our existing rail infrastructure.

On May 5, 2021, the SBCTA Board of Directors (Board) was provided a project update regarding the hybrid battery hydrogen-fuel cell ZEMU development, the hydrogen fueling and Arrow Maintenance Facility (AMF) modifications, the Federal Railroad Administration (FRA) coordination, and the circulation for public comment of the proposed AMF Hydrogen Fuel Upgrade Project (Project) focused Environmental Impact Report (EIR). The AMF is located at 958 West 3rd Street, San Bernardino, CA 92410.

The 45-day circulation period for public review of the Draft EIR began on May 7, 2021 and ended on June 21, 2021. A public hearing was held at the June 2, 2021 Board meeting, at which the public was provided an opportunity to provide comments on the Draft EIR to the Board and SBCTA staff. During this public circulation period, SBCTA received zero (0) comment letters on the Draft EIR from public and agency stakeholders and as a result, no changes are required to the Draft EIR. The Draft EIR by default now becomes the Final EIR (FEIR).

Proposed Resolution No. 22-005 contains the findings required by the California Environmental Quality Act (CEQA) in order to certify the FEIR and approve the project under California law; it was presented to the Transit Committee on August 12, 2021, and the Committee recommended the Board adopt it at the September 1, 2021 meeting. The FEIR evaluated the significant or potentially significant environmental impacts associated with the project and addresses appropriate and feasible mitigation measures and alternatives that would mitigate or eliminate

Entity: San Bernardino County Transportation Authority

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those impacts. The FEIR identified no significant and unavoidable environmental impacts as a result of the project.

During the environmental phase, preliminary design continued and as design of the project progresses, SBCTA staff is seeking approval to release a Request for Proposals (RFP) to procure a Construction Management Consultant (CMC) to assist with the implementation of the project. The CMC will be tasked with managing the construction of the project, which includes the hydrogen fueling facility and the retrofit to the AMF building to support hydrogen operation.

The CMC will perform constructability reviews of the final design documents and provide assistance in developing detailed construction contract specifications and terms. The CMC will provide assistance during the bidding of the construction contract for the project, assist with cost estimates, and ultimately provide oversight of all the contractors needed to construct the project.

Staff is requesting the Board authorize the Executive Director to release RFP No. 21-1002658 for CMC services using the attached Scope of Work. The estimated cost for the CMC services is approximately \$900,000.

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 September 9, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and will review the Request for Proposals prior to its release.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail Programs

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

ARROW MAINTENANCE FACILITY (AMF) HYDROGEN FUEL UPGRADE PROJECT

CONSTRUCTION MANAGEMENT SERVICES – SCOPE OF WORK

RFP No. 21-1002658

DRAFT

RFP No. 21-1002658

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1.0 INTRODUCTION

1.1 *Arrow Maintenance Facility (AMF) Hydrogen Fuel Upgrade Project (Project)*

The San Bernardino County Transportation Authority (SBCTA), in coordination with the Southern California Regional Rail Authority (SCRRA) is implementing the Arrow Maintenance Facility (AMF) Hydrogen Fuel Upgrade Project to facilitate the integration of a zero-emission multiple unit (ZEMU) rail vehicle into SBCTA's planned Arrow service. SBCTA is currently completing the constructing the AMF to service SBCTA's diesel multiple unit (DMU) rail vehicle fleet for the Arrow service, which will start operations in 2022. The SCRRA will operate and dispatch the Arrow service in coordination with SCRRA's existing Metrolink service. The proposed Project includes integration of the ZEMU rail vehicle into the Arrow service in 2024, and associated modifications and upgrades to the AMF to facilitate hydrogen (H₂) storage, refueling, and required safety improvements.

Project operations of the proposed ZEMU vehicle on SCRRA's San Gabriel subdivision would follow FRA safety regulations and integrate with the planned DMU and Metrolink passenger train service.

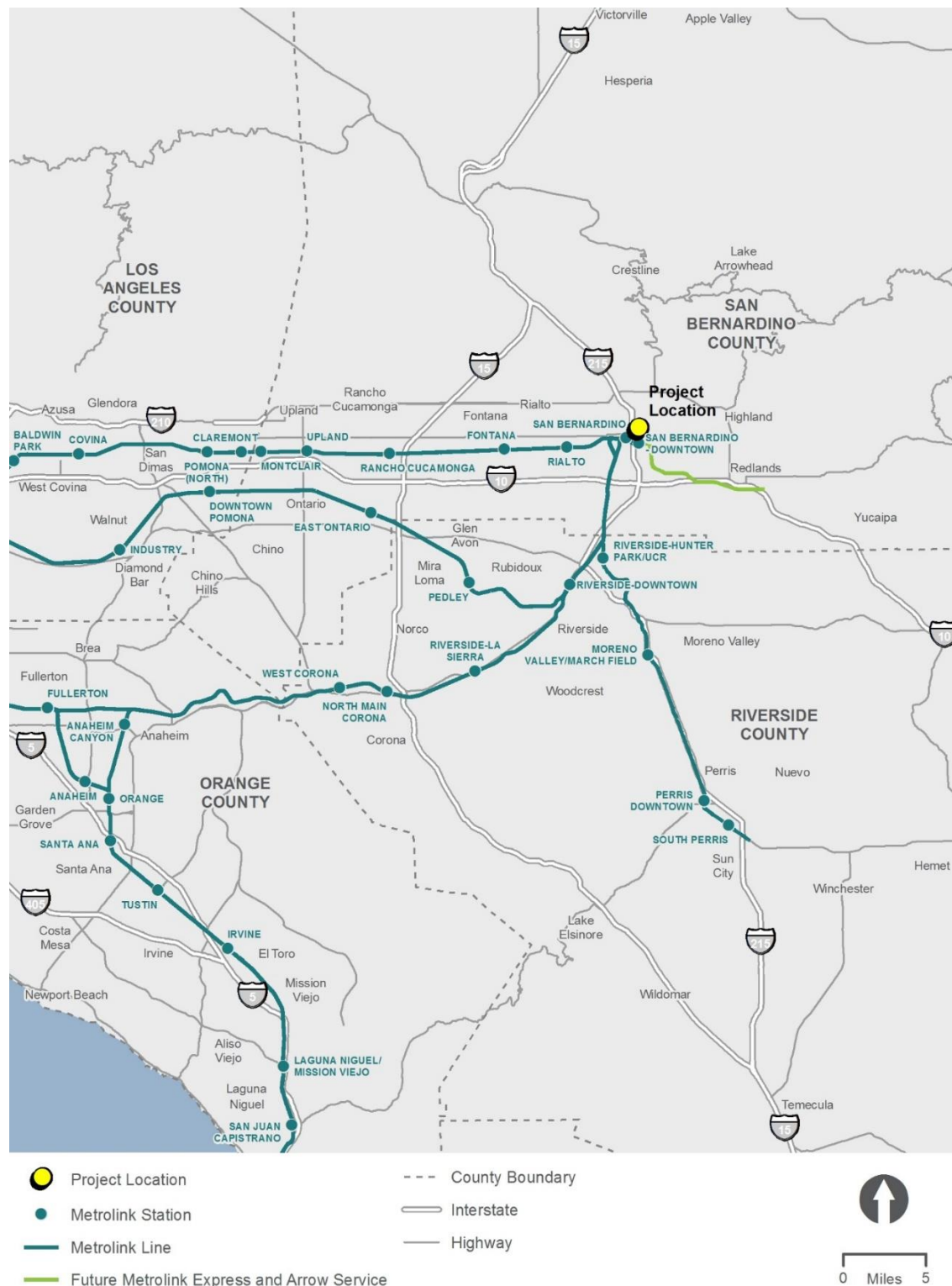
1.2 *Project Location*

The AMF is located within the City of San Bernardino, California, near the intersection of North J Street and 3rd Street. The AMF site is located to the east of existing San Bernardino Santa Fe Depot and Metrolink Station Platforms. The Project area abuts existing railroad track infrastructure to the north, west, and south. Vacant, industrial-zoned land borders the AMF site to the east and an intermodal freight yard owned by the Burlington Northern Santa Fe (BNSF) Railway. A small residential community is located to the south of the AMF site and Third Street along North J Street and Kendall Avenue.

Much of the work would occur within the southern portion of SBCTA's existing AMF site (Assessor Parcel Numbers (APN): 013823113 and 013823114). Figure 1.1 shows the regional location of the Project. Figure 1.2 shows the Project's location in San Bernardino, the extent of the proposed improvements, and the Project study area. Figure 1.3 shows the Project Detail Map

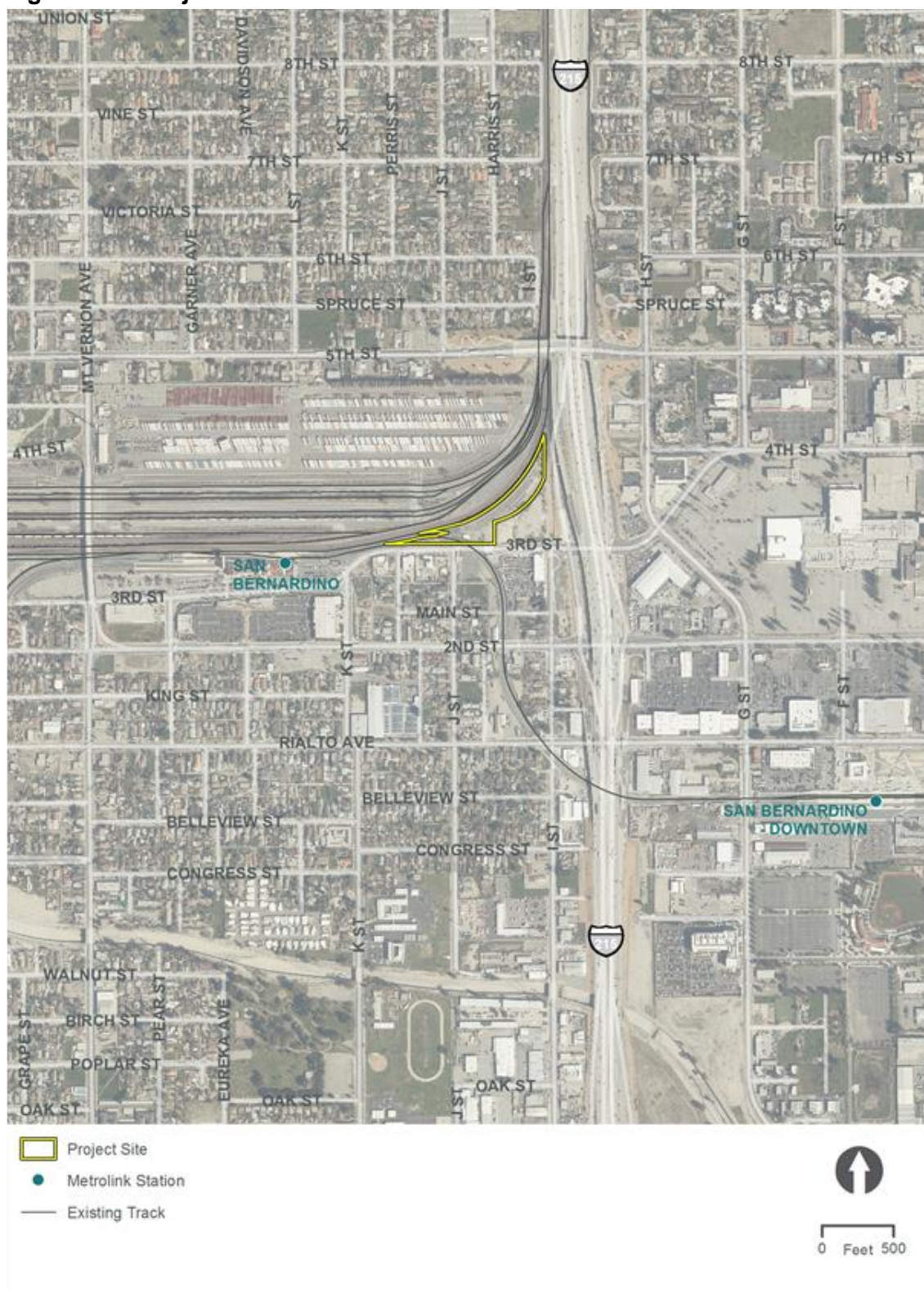
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Figure 1-1 : Regional Location



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Figure 1-2 : Project Location



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Figure 1-3 : Project Detail Map



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1.3 Project Schedule

The current schedule for the Project reflects a revenue service date of *March 2024 with schedule reserve*. To that end, SBCTA intends to procure a construction contract for the fueling facility in *November 2021* and release an Invitation for Bids for maintenance facility upgrades in *July 2022*, award the contract in *November 2022*. Other key Project dates are anticipated as follows.

Phase/Project Component	Start	Finish
Environmental Analysis	January 2021	September 2021
AMF Building Retrofit Preliminary Engineering and Final Design	July 2021	June 2022
Maintenance Facility Upgrades	November 2022	August 2023
Hydrogen Fueling Station	April 2022	October 2023
Vehicle Procurement	November 2019	March 2024
Anticipated Start of Revenue Service	Mach 2024	

1.4 Summary of CMC Services

The Construction Management Consultant (CMC) will provide qualified construction management and inspection, materials testing, and contract administration for the entire Project as outlined in this Scope of Work.

The construction administration function is to assure compliance with the technical and administrative provisions of each construction contract. The CMC will prepare a detailed Construction Management Plan (CMP) that will detail safety, quality, change management cost control of all construction activities and contract administration. The CMP will be implemented in conformance with all federal and state regulations, including quality assurance, quantity control, materials testing, source inspection, structural and architectural inspection, and compliance with county, state and federal requirements covering contract procedures and fair employment.

The CMC will oversee the construction of the Project. The CMC is responsible for overseeing the activities of all the construction work by the general contractors. SBCTA intends to award separate construction contracts for the hydrogen fueling station and the AMF building retrofit (individually, “Construction Contractor” and collectively, “Construction Contractors”). The CMC will support both as a single Project. The intent is to bring on the CMC to assist with constructability and bid-ability review and to allow the CMC team to be familiar with the project and organizationally prepared for the start of construction.

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1.5 Reporting Structure and Other Project Consultants

The CMC will report to and receive direction from SBCTA through the PMC Project Manager in accordance with the Project Management Plan, which is attached hereto as Exhibit A and incorporated by reference herein. The PMC Project Manager is responsible for coordination of all SBCTA construction activities and for coordinating the efforts of the total construction team. The PMC Project Manager will be the main contact and primary source of information between the CMC and SBCTA and other consultants working on the Project, and Project stakeholders.

MOTT MACDONALD is the Project Management Consultant (PMC) for the Project. The PMC provides project management, oversight, expertise and technical support to ensure that the Project advances through the project development, engineering, and construction phases and is ready for revenue service operations. The PMC will serve as integrated staff resources to SBCTA to support the management and oversight of project development, engineering, construction management, and construction contractors to be procured by SBCTA through separate procurements.

The public awareness campaign for the Project, which focuses on providing hydrogen education of hydrogen use in transportation to residents, businesses and other stakeholders, will be led by SBCTA's Legislative and Public Affairs department, through an on-call consultant.

2.0 STAFFING REQUIREMENTS

2.1 General

The CMC is expected to provide the necessary personnel to administer the construction support services and to assign qualified field personnel to perform the requested services. The scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the CMC.

2.2 Project Manager

The CMC will provide a full-time Project Manager to coordinate CMC operations with SBCTA. The Project Manager shall be responsible for all matters related to CMC personnel and operations. The Project Manager will also serve as the Resident Engineer. The Resident Engineer will be responsible for all construction management and construction activity within the Project. The Project Manager must be licensed as a Professional Engineer in the State of California at the time of proposal submittal and through the duration of the CMC Contract.

2.3 Staffing Plan

2.3.1 Proposal Requirements

The Proposal shall include a staffing plan, organization chart and resource-loaded schedule, all of which will be incorporated by reference into the CMC Contract. These submittals will demonstrate the firm's ability to appropriately staff and manage the Project.

2.3.2 Quality and Quantity of Staffing

SBCTA and CMC will jointly determine the quality and quantity of services that are required by CMC personnel. The number of CMC personnel assigned to the Project will vary throughout the

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duration of the contract. CMC personnel will be assigned, in varying levels of responsibility, as needed by the CMC to meet the Project schedule, Project requirements, and construction activities.

The staffing plan will include, in addition to the Project Manager, Construction Management Quality Assurance Representative, and all other engineers and inspection personnel who will be assigned to direct and coordinate all Project-specific field activities and responsibilities as needed for CMC's satisfactory performance on the Project.

2.3.3 Resumes and SBCTA Approvals

Resumes of personnel must be submitted to SBCTA and if applicable, SCRRA, for review and approval prior to assignment to the Project. Personnel selected for assignment by CMC shall be made available for personal interviews prior to acceptance by SBCTA. If, in the opinion of SBCTA, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time as the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CMC personnel is unsatisfactory to SBCTA, SBCTA may release the individual by written notice and may request another qualified person be assigned.

2.4 Key Personnel

The Project Manager and Construction Management Quality Assurance Representative will be Key Personnel. In addition, Key Personnel may be identified by SBCTA and the CMC. Key Personnel shall not be transferred from the Project unless approved in writing by SBCTA. SBCTA shall have the authority to penalize CMC up to \$25,000 for removal of key CMC staff from the Project without prior SBCTA approval. If CMC personnel are on leave of absence, the Project Manager shall provide equally qualified replacement personnel until the assigned personnel returns to the Project.

2.5 Availability and Work Hours

The typical workday includes all hours worked by SBCTA's Construction Contractor including nights and weekends. The Construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CMC's personnel. On days when work is not performed by the Construction Contractor, such as rainy or unsuitable weather days, CMC services will not be provided unless authorized by the SBCTA Project Manager. The Project Manager, with prior concurrence from SBCTA, shall have the authority to increase, decrease, or eliminate CMC personnel work hours dependent on the schedule and requirements of the Construction Contractor.

Unless otherwise directed by SBCTA, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SBCTA. All overtime pre-planned by CMC personnel shall be approved and authorized by SBCTA prior to each occurrence. If extraordinary circumstances require CMC over- time, the time along with an explanation shall be submitted to SBCTA within five (5) working days of the incident.

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3.0 PERFORMANCE STANDARDS

3.1 Legal Compliance

All services required herein shall be performed in accordance with Federal Transit Administration (FTA), and where applicable, California Department of Transportation (Caltrans) guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

3.2 CMC Personnel

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

Construction team member's conduct shall be professional, ethical, and business-like during all contact between Agency representatives, the Contractor, the public, and any other parties involved with the project. The Resident Engineer (RE) shall handle normal contact and day-to-day flow of correspondence with the Contractor. Construction Management field staff (i.e., RE, office engineers, and inspectors) shall control all project records at the field office in accordance with the Construction Management Plan (to be developed) procedures.

4.0 DUTIES AND RESPONSIBILITIES

4.1 Primary Construction Management Assignments

The CMC is responsible for oversight and management of the construction for the Project. The construction management team's primary assignments are as follows, and as more fully described in this Scope of Work:

1. Verify the scope of work is constructed in accordance with the contract documents
2. Oversee the work to ensure it is performed in a safe and productive manner
3. Verify design changes and responses to submittals and Requests for Information (RFI) are submitted to the contractor in a timely manner
4. Confirm the claims avoidance and mitigation techniques are implemented. The Contract is administered in a fair and equitable manner and contractual actions are accurately documented.
5. Always safeguard the best interests of SBCTA Coordinate all safety related matters between the safety program and the contractors
6. Verify constructed facilities and systems meet applicable inspection and test requirements of the quality program
7. Confirm construction contractors effectively implement SBCTA approved QC Programs

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4.2 Project Phases

Construction Management activities will be performed in three project phases as generally outlined below and throughout this Scope of Work. This generalized scope of work does not list all of the CMC responsibilities. CMC shall provide complete and comprehensive construction management services for each phase of work, for each construction contract issued by SBCTA to complete the Project.

4.2.1 Pre-Construction Services

The duties will include:

1. Constructability review of PS&E and Special Provisions
2. Bid-ability review
3. Pre-Bid and Contract award support
4. Participating in and providing input for meetings and correspondence for various agencies.

4.2.2 Construction Services

The duties will include:

1. Administration of construction contracts
2. Coordinate communications between the contractor and all other project participants
3. Public outreach support
4. Coordination with the PMC engineering manager for design support during construction
5. Resident Engineering services
6. Field inspection
7. Office engineering to process, collect, and maintain project communications and records
8. Quality assurance inspections and management of independent quality assurance testing
9. Quality assurance surveying (i.e. verification, control point, and benchmark survey)
10. Liaison with affected stakeholders including government agencies and utilities
11. Analysis and approval of contractor construction schedules and progress payments
12. Review and negotiation of contract changes, disputes, maintenance of project record files and documentation
13. Perform environmental compliance management/mitigation

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14. Labor compliance oversight and assist with enforcement
15. Systems inspection, testing, commissioning, start-up support services
16. Monitor construction work in accordance with third party agreements and utility relocation agreements
17. Completion of aerial photos of the construction site quarterly

4.2.3 Post-Construction Services

The duties will include:

1. Tabulate contract work that is either incomplete or requires remedial action for final acceptance
2. Collect and organize records of material testing, inspection and certifications
3. Assist with resolution of change orders
4. Establish dates of substantial completion and final completion
5. Participate in assessing liquidated damages, back charges or similar adjustment to the final contract value
6. Review and approve final progress payment with required documentation
7. Enforce manufacturer warranties
8. Ensure as-built drawings are created and properly stored

5.0 PRE-CONSTRUCTION SERVICES

During the Pre-Construction phase, the CMC will complete the following tasks:

1. Create a complete Construction Management (CM) Plan and Procedures Manual modeled after similar maintenance facility projects. At a minimum, it should address the control and management of construction- related documents including: Requests for Information; Change Orders; Contractor Submittals; Construction Photos; Operations and Maintenance Manuals; As-built drawings and Project Record Documents. This document shall follow and implement appropriate guidelines in the latest FTA “Project and Construction Management Guidelines.”
2. Perform constructability analysis of the construction documents. Mott MacDonald will support this analysis and coordinate with the CMC on appropriate plan, specification and bid item revisions.
3. Participate in risk management sessions to identify and mitigate against construction risk and hazards.

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4. Per the specifications, create a project construction schedule detailing phasing and tasks and sub-tasks for each phase. Include all work items from Construction Contractor, SBCTA, third parties and CMC work items.
5. Assist SBCTA and Mott MacDonald in responding to bid addenda, and bid analysis, pre-qualification of contractors, and recommend award of the construction contracts to the Board.
6. Prior to construction and during the constructability reviews, coordinate with Mott MacDonald in conducting an existing conditions surveys identifying potential adverse impacts to schedule and costs and report theses to SBCTA.
7. Assist SBCTA with coordination of the pre-bid meeting. Assist in responses to contractor's questions during the bid period.
8. Attend pre-construction meetings as requested.
9. Document existing conditions through digital still photography and submit all photos in digital format to SBCTA prior to start of construction.
10. Perform site reconnaissance and review contract document provisions for site access, staging, parking, utilities, etc. and make recommendations for items to be included in the construction contract documents.
11. Monitor all Construction Environmental Control Plan requirements (address all NEPA/CEQA mitigation and permit requirements as listed in the specifications) with Mott MacDonald.
12. Prior to construction, assist SBCTA/Mott MacDonald with environmental surveys (prior to start of construction).
13. Prepare a CM Quality Assurance/Quality Control (QA/QC) Plan, including review and audits of construction contractor QA/QC plan. The CMC's QA/QC Plan shall be developed in accordance with "FTA-MA-06-0189-92-1 Quality Assurance and Quality Control Guidelines." and.
14. Review contract requirements for Contractor Safety Plan used to govern job-site safety during the construction process.
15. Review project specific testing requirements to be included in the construction contract documents. These will be utilized to ensure that all job materials and construction activities are being reviewed and tested.
16. Review contract specific and overall project start-up and test procedures that will be included in the construction contract documents. These procedures shall comply with all state and federal agency requirements necessary to make the completed project ready for revenue service.
17. Review systems verification, testing and start-up plan.

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18. Review hazardous material identification, notification and remediation policy referenced in the construction contract documents and used to facilitate prompt and legal disposal of job-site hazardous materials during the construction process.
19. Review the draft Storm Water Pollution Prevention Plan (SWPPP), in accordance with the State Water Resource Control Board requirements.
20. Verify that all required permits, easements, utility relocation agreements, cooperative agreements, and memorandums of understanding (MOU's) are complete and the associated requirements are incorporated into the construction plans and special provisions.
21. Review PMP to assist in understanding federal requirements for construction management procedures and reporting.

6.0 CONSTRUCTION SERVICES

6.1 Document Control

CMC will adhere to SBCTA document control procedures and maintain hard copies of records. All documents are to be scanned and saved electronically in the field with weekly backups maintained off site.

6.2 Submittals, Nonconformance Reports (NCR) and Requests for Information (RFI)

CMC will review Construction Contractor submittals for quality and completeness, as well as process and track the submittals according to the Construction Contract. Mott MacDonald has a supporting role in responding to RFIs and reviewing non-conformance reports and also in reviewing Construction Contractor submittals and shop drawings for adherence to design and specifications. CMC will coordinate and transmit RFIs and submittals to the Mott MacDonald as directed by SBCTA. CMC will facilitate timely review of the following submittals by the Construction Contractor.

1. Progress Payments: Review/approve/reject contractor's monthly progress payment requests. Measure and track quantities installed for all unit rate items and maintain Schedule of Values progress payment in FTA format.
2. Monitor permits, submittals, shop drawings, material procurement, RFIs, bulletins, change requests, change orders, schedules, and recovery plans, coordination with agencies, jurisdictions, utilities, and Engineer of Record.
3. Changes/Claims: Recommend and implement change orders and claim avoidance practices. Analyze, negotiate, facilitate settlement of claims, and process change orders in a timely manner in accordance with the approved PMP procedures. Mott MacDonald will revise design documents as required.
4. Track/analyze/report on contractor/subcontractor lien releases.
5. Contractor Insurance: Track policies and renewals including subcontractors.
6. Labor Compliance and Disadvantaged Business Enterprise (DBE) Monitoring: Support SBCTA by obtaining certified payrolls; ensure that DBEs and UDBEs are performing designated work. Obtain contractor's DBE compliance reports. Track and document

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contractor compliance with prevailing wages and Equal Employment Opportunity (EEO) including performing field interviews of contractor personnel.

6.3 Additional Compliance Tracking

1. Construction Safety and Security: Review contractor's site-specific Safety and Security Plans. Monitor, document, and prepare accident reports. Observe and document in an incident log contractor's compliance with the project safety plan.
2. Storm Water Pollution Prevention (SWPPP): Track compliance with the project SWPPP (and/or Water Quality Control Plan (WQCP)). Perform site inspections to ensure Best Management Practices (BMPs) have been implemented as outlined in the SWPPP/WPQP and that they are properly installed and performing correctly. Perform weekly or daily inspections during the rainy season. Perform run-on/run-off sampling and testing if required by the SWPPP/WQCP.
3. CMC shall monitor for Contractor's compliance with the labor standards provisions of the Projects and the related wage determination decisions of the Secretary of Labor.
4. CMC personnel shall assist SBCTA and local agencies in obtaining compliance with the safety and accident prevention provisions. CMC will coordinate traffic handling with local agencies if necessary.

6.4 Geotechnical Services

Provide construction related geotechnical services necessary to monitor compliance with contract requirements as necessary.

6.5 Systems Inspection, Testing Commissioning and Start Up

Complete manufacturers quality audits, test reports, safety certifications, and verify as-built drawings and calculations. The CMC shall also coordinate with SBCTA and SCRRA in implementing both construction phase and start-up phase testing as necessary. The CMC shall submit timely reports on problems, progress, and completion of the start-up testing shall be submitted to SBCTA. The CMC shall also provide technical assistance to SBCTA and coordinate the interface between construction and operations personnel for the start of revenue service.

6.6 Survey Support (QA/QC) Services

Monitor construction contractor compliance with surveying requirements; verify layout and controls, perform independent survey checks of line and grade, spot check contractor reference points and verify location and preservation of the critical baseline survey points prior to and after construction (SBCTA provides construction control surveys). The CMC shall include a California licensed surveyor on the CMC team to provide these services and additional one baseline surveys in the event that the Construction Contractor's survey cannot be relied upon. CMC will provide one set of construction staking for all aspects of the construction. Additional staking will be at the contractor's expense. CMC shall review and provide Quality Assurance and Quality Control of the Contractor's construction surveys for the Project.

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6.7 *Communication*

CMC is responsible for interfacing, coordination, and communication of all activities during construction, and to keep SBCTA well informed at all times. This effort of interfacing, coordination, and communication includes but is not limited to: utility companies; community relations (SBCTA and CMC); labor organizations; cities and the County; SCRRA; Engineer of Record; architects, artist and other agencies; CMCs; and other entities associated with the Project.

6.8 *Design Consultant Coordination*

Coordinate with Mott MacDonald to facilitate prompt resolution to design and construction related issues.

6.9 *Utility Coordination*

Assist Construction Contractor and coordinate Project utility requirements with Mott MacDonald. Assist SBCTA with coordination of Southern California Edison for required utility service upgrade. Provide knowledgeable utility field inspectors to oversee utility design, and integration of required changes to resolve utility conflicts. These inspectors will be required to coordinate interface milestones, work windows, and monitor the overall efforts of Construction Contractors.

6.10 *Maintenance of Traffic and Access to Private Property*

CMC will review Construction Contractor's Traffic Plans (Detours and Lane Closures), assist with resolution of issues, and assist with coordination of the traffic plans with the roadway agencies (City of San Bernardino and Caltrans) and adjacent property owners.

6.11 *Weekly Progress Reports*

Prepare weekly progress reports to include daily dairies, project/contract status, deficiency logs, field change notices, new and outstanding issues, actions to be taken, schedule update, calendar days spent and remaining, claims evaluation, and status of all logs including submittals, RFIs, contract change order documents, drawing registers/control logs, etc.

6.12 *Monthly Progress Summary Reports*

CMC will prepare Monthly Progress Summary Reports indicating CMC and Contractor's contract status, job site conditions, specific conditions encountered, corrective measure taken, progress and record photos, manpower reports, construction schedule update (including narrative), current project cost, and projection of cost including potential change orders, issues and resolutions, itemize all to-date project costs and forecast project costs by totaling base contract payments. It should also include any critical issues requiring action by discussing and prioritizing issues and setting action responsibilities identifying any significant problems with the budget or staffing. Reports will be submitted to the SBCTA.

6.13 *Aerial Photos*

CMC will prepare aerial photos of the Project site on a quarterly basis. A report will be submitted to the SBCTA.

6.14 *Significant Problems*

CMC shall immediately notify SBCTA of any significant construction problem that may impact cost, schedules, relations with other entities, or accidents. This notification shall, as soon as practicable, include written recommendations on options to resolve the problem.

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6.15 Conferences and Meetings

The CMC will conduct weekly progress, pre-work, weekly safety, and third-party coordination meetings. Conduct and produce meeting minutes and action item lists for weekly contractor progress review meetings for submittal to SBCTA. Provide agendas to include the weekly progress report elements.

6.16 Partnering Program

Prepare, coordinate, facilitate and participate in Partnering Program and conferences at the onset of construction and throughout the duration of construction activities with SBCTA, Mott MacDonald, all Construction Contractors, and other key Project stakeholders. This Program shall promote teamwork and open lines of communication to facilitate the successful completion of the Project.

6.17 Public Affairs

CMC will assist SBCTA in providing community outreach to educate the public on the impact of construction work in their local area. Provide support for preparing presentations to cities, agencies, municipalities, SBCTA Board, the public and others as directed. Further, meet and confer with SBCTA Public Outreach Liaison on a regular basis and provide weekly information on potential project impacts to the community.

6.18 Tailgate Briefings – Construction Schedule

CMC will coordinate and monitor the need for tailgate briefings based on the construction schedule. The CMC will schedule the briefings between the Contractor and the Mott MacDonald. Additionally, the CMC will notify SBCTA of the need for a briefing and include SBCTA in the briefing.

6.19 Schedule Control

1. Review and monitor contractor's schedule for accuracy, compliance, completed work, and forecast reasonableness.
2. Expand and maintain the Primavera CPM Master Project planning and construction overview schedule to include individual construction contracts with milestones and start-up activities.
3. Review and approve baseline construction schedules, monthly schedule updates, and 3-week look-ahead schedules submitted by contractors for compliance with the construction contract specifications.
4. Provide assistance to develop work-around schedules or recommend other measures required to mitigate delays or expedite the schedule.
5. Review and approve delay analyses submitted by contractors for change order work.
6. Prepare monthly report summarizing contractor progress, critical path analysis, and contractual milestone comparisons of baseline versus current schedule, and resource and cash flow projections.

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6.20 Cost Control and Estimating

1. Maintain an up-to-date trend system that identifies all potential cost (and cost of schedule) impacts and forecast to complete.
2. The CMC is responsible for construction contract administration activities, field review and verification of work in place, review and approval of contractor' payment requests, and the negotiation and recommended approval of certain change orders in accordance with approved guidelines. Develop and maintain logs at the field office sites of all-active contract change orders, claims, trends, bid item adjustments, and incurred cost. At the end of each reporting period, CMC will provide a summary of these logs. The summary will show the cumulative totals of the above logs for each contract.
3. Prepare monthly, a three-month look ahead Project Staffing Projections to effectively monitor and compare the CMC costs to the original proposed Work Plan and Budget.
4. The CMC will assist in, or participate in negotiations for contract change orders, including but not limited to preparing an independent cost estimate to help establish a price for extra work and delays. The fair and reasonable cost estimate will be used as a basis for the change order negotiations, and as backup documentation.
5. In preparing cost estimates, the CMC will prepare and maintain complete documentation establishing the basis of the estimates. This documentation prepared in accordance with FTA requirements shall include the basis for all labor, material and equipment costs. Costs shall include all applicable direct and indirect costs, including negotiated profit margins. Any cost necessary to reflect the unique or unusual characteristic of the change order shall be included.

6.21 Inspection Control

1. Provide on-site daily inspections and thorough documentation to check the quality and quantity of the work performed by all trades and guard SBCTA against defects and deficiencies in the work of the contractors. Inspect workmanship, quality, construction means, methods, techniques, and sequences to evaluate the contractor's compliance with the requirements of the construction documents and recommend necessary remedial action to SBCTA and the Contractor.
2. Prepare daily field reports detailing weather conditions, status of work, and the location and type of work performed by the Contractor. For each daily work activity, document the number and classification of craft labor, supervision, equipment and materials used.
3. Any construction work not properly inspected and tested shall be grounds for removal of the CMC or specified personnel.
4. Routine responsibilities associated with providing inspection during construction include, but are not limited to, the following:
 - a. Provide daily inspection and documentation of job-related activities.

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- b. Prepare and maintain thorough daily inspection reports.
- c. Provide continual review of plans and specifications to identify discrepancies, and ambiguities, omissions, or conflicts in plans, specifications, and bid schedules that may generate misinterpretations and/or lead to disagreements.
- d. Provide inspection oversight for utility relocations performed by non-SBCTA contractors. Coordinate work schedule with contractor for testing and surveying.
- e. Document information related to manpower, equipment, and time for extra or force account work or claim monitoring.
- f. Attend and document contractor tailgate safety meetings.
- g. Observe and enforce safety attire compliance requirements and on-track safety certification.
- h. Confirm accurate measured quantities and review pay estimates submitted by the contractor.
- i. Provide electronic pictorial and video logbook of construction activities.
- j. Report all discrepancies requiring corrective actions to SBCTA.
- k. Meet with contractor to review proposed work and schedule required inspection.
- l. Provide monthly inspection of contractor's As-Built drawings.
- m. Maintain separate As-Built drawings.
- n. Develop "Punch List" items and follow-up with corrective measures.

6.22 Material Sampling and Testing (if needed)

1. CMC will provide QC, obtain laboratory testing services, and provide independent verification of contractor compliance with specifications.
2. The CMC shall maintain primary responsibility for verification testing for contract compliance of materials sampling and testing. The Construction Contractors have the primary responsibility for materials sampling and testing. The CMC shall satisfy themselves that the Construction Contractor's test, frequency of test, re-tests, and results comply with contract specifications. All materials sampling and testing documentation shall be reviewed by the CMC. A copy of all tests shall be maintained in the Project file.
3. CMC shall provide verification tests as deemed necessary. The Testing Laboratory personnel shall be qualified and certified as applicable with field testing capabilities for soil, concrete, asphalt, welding, and materials testing to complement the CMC's field inspection staff. The scope of testing shall include, but not be limited to on-site inspections and sampling,

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laboratory materials testing, and off-site source testing and inspection as needed. All test results shall be timely and accurate, so that the contractors work is not impacted.

4. The following represents the minimum anticipated Field Materials Sampling and Testing Requirements:
 - a. Soil – Compaction/Density/Moisture/Resistivity
 - b. Concrete – Materials/Cylinders/Slump/Air Entrainment
 - c. Asphalt Concrete – Yield
 - d. Masonry – Grout/Mortar Test/Reinforcing Steel
 - e. Coring – Asphalt/Concrete

6.23 *Quality Assurance/ Quality Control (QA/QC)*

1. The CMC will submit to SBCTA for approval a QA/QC Plan within 45 calendar days after NTP. The CMC's QA/QC Plan shall identify the individual(s) responsible for QA/QC activities for this contract. The representative shall be responsible for monitoring all construction quality activities for the project and have the authority to act in all issues relating to quality. The representative shall be fully qualified by certification and/or experience and technical training to perform the necessary quality review and monitoring activities and fully implement the QA/QC Plan. The CMC's QA/QC Plan shall be developed in accordance with "FTA-MA-06-0189-92-1 Quality Assurance and Quality Control Guidelines" and shall be consistent with SBCTA's Program Management Plan (PMP) and Quality Assurance Program.
2. Review and accept Construction Contractors' QA/QC plan. Audit the contractor's compliance with the accepted QA/QC Plan.
3. The QA section of the CMC's program will identify all planned and systematic actions necessary to ensure that the scope of work requirements are met to ensure quality throughout all phases of construction. The QA Plan shall identify actions ensuring that equipment and staffing are capable of performing tasks related to the Contract and documenting the quality efforts.
4. The QC section of the CMC's program shall identify the operational techniques and activities, inspections, tests, documentation and other processes that will be used to fulfill requirements specified in the QA section. Provide Resident Engineers, QC inspection, and materials compliance with QA/QC plan and specifications.

6.24 *Project Liaison and Coordination*

The CMC will support SBCTA staff in coordinating program activities and maintaining good working relationships with the following:

- The general public
- FTA
- SCRRA
- CalSta/Caltrans
- SCAQMD
- Fire Authority and First Responders

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- Other local and state agencies
- Utility companies
- Private companies and entities that might be affected by Project construction or implementation

6.25 *Environmental Mitigation Compliance Inspection and Reporting*

1. Follow construction environmental control plan requirements, ensure contractor compliance with environmental permits such as discharge permits and erosion and sedimentation control requirements, mitigations, monitoring and sound management practices. Provide other environmental compliance services requested by SBCTA
2. CMC shall also conduct tailgate briefings on select environmental topics, if necessary, prior to construction in sensitive areas or in response to ongoing compliance issues. These tailgate briefings should generally be held in coordination with construction tailgate briefings and should simply serve as reminders of key environmental concerns or requirements

6.26 *Prevailing Wage Monitoring*

1. All contracts are subject to Federal and State prevailing wage laws. The CMC shall be responsible for the day-to-day administration of all Prevailing wage requirements on all construction contracts for the project.
2. The CMC shall have procedures and processes to verify that the weekly certified payrolls are received for all covered construction workers, including all prime and sub-contractors.
3. CMC shall notify SBCTA of any irregularities in the construction contractors' adherence to prevailing wage requirements. In the event of contractor noncompliance with payroll submittal and any other prevailing wage requirements, the CMC shall prepare written notifications to the Prime Contractors itemizing any deficiencies, defining the remedies and noticing of applicable progress payment withholdings and penalties associated with the noncompliance.

7.0 POST-CONSTRUCTION SERVICES

7.1 *Contract Closeout*

1. Perform final inspection and testing.
2. Prepare comprehensive punch list, resolve outstanding issues, address changes and deficiencies and monitor corrections to completion.
3. Coordinate and schedule final inspections.
4. Balance Change Orders and prepare proposed final estimate. Review and process final payment request.
5. Receive, review, approve, and transmit O&M Manuals from contractor to SBCTA.

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6. Produce and issue relief of maintenance and responsibility letter to contractor when authorized.
7. Receive, review, correct, and transmit As-Built Drawings from contractor to SBCTA.
8. Coordinate completion of final reproducible record set of drawings.
9. Receive, review and transmit Warranty/Guarantee documents from contractor to SBCTA.
10. Obtain final acceptance from SCRRA, utility companies, and any other relevant Project stakeholders.
11. Produce and issue Final Acceptance to contractor when authorized by SBCTA.
12. Continue claims support in the event that issues are not resolved prior to construction completion.
13. Assess liquidated damages in the event that the contractor exceeds his allowable number of working days.
14. Expedite closeout process and prepare final closeout report.
15. As-Built Drawings: Ensure construction contractor maintains as-builts and coordinate with Mott MacDonald. Document and track all design changes. Review final as-built drawings prepared by Mott MacDonald to ensure all changes have been incorporated. Verify that all work was completed in conformance with the plans and specifications and provide a letter to SBCTA to this effect.

7.2 Warranties

CMC will monitor and track warranties.

8.0 DELIVERABLES

1. Inspector daily reports, extra work daily diaries and Resident Engineers' daily diaries.
2. Monthly Project Activity Summary Reports.
3. Quarterly aerial photos of the Project site.
4. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
5. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after acceptance by SBCTA of the completed construction Project.
6. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, project photo and logs, change order data, claims and claim reports, and Contractor payment records.

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7. Certified payrolls and fringe benefit statements for all employees, CMC and Contractor, who are subject to the State and/or Federal prevailing wage rates.
8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CMC throughout the duration of the Project and delivered to SBCTA with the Project files.

9.0 EQUIPMENT AND MATERIALS

9.1 *Provided by CMC*

1. CMC shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items shall be considered part of the CMCs overhead.
2. CMC personnel shall be provided with vehicles suitable for the location and nature of the work involved.
3. CMC personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CMC shall provide a base station at the field office.
4. CMC personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate.
5. For Materials Testing, CMC and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - A. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - B. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating rail and construction zone environments.
 - C. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

9.2 *Provided by SBCTA*

SBCTA will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer

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files, and contracts. In addition, SBCTA will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents. SBCTA will provide copies of all previously secured permits and Project authorizations.

10.0 LIMITATIONS TO AUTHORITY

10.1 *No Authority*

CMC does not have the authority to take any of the following actions.

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

10.2 *Third-Party Relationships*

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

During the course of the Project, CMC may find occasion to meet with Stakeholders, City or County representatives, the design engineer, Project CMCs, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SBCTA enjoys a close relationship with, and has considerable confidence in, the capabilities of these other parties, CMC shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SBCTA. All oral and written communication with outside agencies or CMCs related to the Project shall be directed only to

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SBCTA. Distribution of Project-related communication and information shall be at the sole discretion of SBCTA representatives.

11.0 CONSTRUCTION SAFETY

Safety and security are to be priorities in conducting all work on the WVC BRT Project to ensure the safety and security of employees, the public and emergency responders during the design, construction, and operation of the project. A Safety & Security Management Plan [SSMP] and a Safety and Security Certification Plan [SSCP] (currently in development) will form a framework for the integration of safety and security throughout each phase of the Project lifecycle.

11.1 Safety and Security Management Plan

The CMC will administer the SSMP in accordance with the FTA requirements of Guidance Circular 5800.1. It documents the policies and procedures that will be implemented to ensure all facility and systems design, construction, testing, training, certification, and documentation associated with the project is completed, that all “work around” procedures are in place if any, and all required certifications have been properly authenticated prior to the commencement of revenue service. Furthermore, the SSMP describes the process through which safety and security activities are integrated into the overall project management process; it documents the project’s planned approach:

- To identify all safety and security tasks that will be performed throughout the project;
- To designate project personnel with responsibility for safety and security;
- To assign personnel and resources for their performance;
- To develop policies and procedures for management review and evaluation of safety and security activities.

The CMC may participate in the Safety and Security Review Committee and a Fire/Life Safety and Security Committee will be established and continue to meet on a regular schedule. These and other committees will govern safety and security activities as required by the SSMP.

11.2 Safety and Security Certification Plan

The CMC will assist in administering the SSCP in accordance with guidelines set forth in the FTA Handbook for Transit Safety and Security Certification. The SSCP documents the processes and procedures that will guide Safety and Security Certification of the project prior to the initiation of revenue service. A thorough certification process will verify that the project is designed, constructed, and tested in accordance with industry standards of safety and security.

Safety and Security Certification is the process to confirm that the hydrogen fueling station and retrofit to the maintenance building is deemed safe for, employees, emergency service personnel, and the general public. The certification process functions as the assurance and validation portion of the SSMP and serves to verify satisfactory compliance with a set of formal safety and security requirements.

The certification process, described in detail in the SSCP, includes the following steps:

- Design criteria verification
- Construction conformance verification
- Testing and inspection verification
- Hazard and vulnerability resolution verification

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- Operational readiness verification
- Development of Final Safety and Security Certification Verification Report

11.3 Safety and Security Risk Evaluation

CMC will assist in the safety and security risk evaluation will be performed to identify potential safety and security issues with the proposed system and eliminate or minimize the risks associated with those issues through design or procedural mitigations or controls. Safety manages unintentional harm and security deals with intentional harm. Both safety and security risk assessment, described below, include project staff and first responders to capture and minimize hazards and vulnerabilities.

11.3.1 Threat and Vulnerability Assessment

The CMC may participate in the Threat and Vulnerability Assessment is developed to identify potential security threats and vulnerabilities related to various elements of the WVC. This document has been identified as Sensitive Security Information to meet the requirements for 49 CFR Parts 15 and 1520. The main goal is to establish satisfactory provisions for the deterrence, detection, and response to intentional harmful acts in the planning, design, and operation of the system.

11.3.2 Preliminary Hazard Analysis

The CMC may participate in the identification, assessment, and resolution of potential safety hazards are an important means of assuring the highest practical level of safety in any system. This provides the basis for the Arrow Maintenance Facility (AMF) Hydrogen Fuel Upgrade Project Preliminary Hazard Assessment (PHA). The PHA is part of the hazard management process defined in the SSMP to identify, analyze, and resolve potential hazards related to various elements of the transit system, such as personnel, passengers, system visitors, contractors, facilities, and equipment.

11.4 Site Safety

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

1. CMC's field personnel will wear hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes (with steel toes within the railroad right of way) at all times while working in the field.
2. CMC will provide appropriate safety training for all CMC's personnel, including work on and near highways and railroad right-of-way.
3. All safety equipment will be provided by CMC.

Minute Action

AGENDA ITEM: 10

Date: October 6, 2021

Subject:

Arrow Passenger Rail Service Fare Policy Alternatives

Recommendation:

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

- A. Receive information on fare policy alternatives for Arrow service.
- B. Recommend approval of the option to implement the extension of Metrolink's existing fare policy to the Arrow service such that there are consistent fares between Arrow and the rest of the Metrolink system.

Background:

Arrow is an innovative nine-mile segment of the existing Metrolink regional rail system that will serve as a local alternative transportation mode for San Bernardino County residents that will integrate with other modes of transportation such as car, bus and bicycle. The Arrow service will operate between the San Bernardino Transit Center (SBTC) and University of Redlands with the following stations; SBTC, Esri station, Downtown Redlands station, and University station. While Diesel Multiple Units (DMU) will be utilized as the primary service vehicles between the University of Redlands and the SBTC, the service will include a Metrolink locomotive hauled coach vehicle to provide one round-trip express service between the Downtown Redlands station and Los Angeles Union station during peak commute hours.

In anticipation of the commencement of revenue service in summer 2022, San Bernardino County Transportation Authority (SBCTA) staff has been working closely with the Southern California Regional Rail Authority (SCRRA), operator of Metrolink, who will also operate Arrow service, on developing fare policy alternatives for consideration and subsequent implementation. As part of this effort, Metrolink's Fare Policy consultant team from Four Nines Technologies has analyzed fare structure options for the Arrow service. The analysis was guided by the following requirements the Arrow fare structure is expected to meet:

- Short distance trips priced competitively with local transit.
- Free transfers to connecting transit.
- Affordable fares for long distance trips beyond the Arrow corridor.
- Arrow fares should be easy to understand and allow a seamless customer experience for travel between Arrow and the rest of the Metrolink system.
- Fares should be equitable for all riders.

Three alternatives have been developed which are detailed in Table 1 and Table 2 below, and presented for consideration. These include: 1) Integration into the existing Metrolink fare structure, which is distance based; 2) Flat fare for Arrow service, regardless of distance and cap on Metrolink fares; and 3) Flat fare for Arrow service, regardless of distance and without a cap on Metrolink fares. A brief summary and key-takeaways of each alternative are provided below. Additionally, Table 1 and Table 2 provide a high-level comparison of each alternative and their associated fares. Table 3 provides estimated farebox recovery ratios for the three recommendations.

Entity: San Bernardino County Transportation Authority

Regarding Table 3 demonstrating estimated farebox recovery, the following inputs and assumptions include:

- Passenger boardings – Redlands Passenger Rail Project, Ridership Report, June 2017 provided the station boardings.
- Fare structure and pricing – The Arrow Fare Recommendation, August 2021 developed by Metrolink provided the basis for building a complete fare table.
 - The discount ticket price is based on a weighted average of the current discount rates across the distribution of adult, student, senior/disabled and military.
 - The Metrolink multiplier for monthly passes was used to generate the monthly pass pricing.
- Ridership distribution – The current Metrolink ridership distribution between full fare and reduced fare was applied.
- Fare type distribution – The current Metrolink distribution of fare types between single ride and monthly pass was used.
- Operating cost estimate - The latest operating cost estimate was provided by SBCTA staff.

The output of the recommended fare structure model is presented in worst-case/best-case scenarios:

- **Worst case**, is when all boardings at a station only ride to the next station (single station trip). The lowest distance-based fare is paid and the least amount of revenue is generated.
- **Best case**, is when all boardings at a station ride to the destination that requires the highest fare to be paid (multi station trips). And thus, the maximum possible revenue is generated.

As shown in Table 3, for the distance-based fare structure recommended by Metrolink, the result for farebox recovery is a range. For Metrolink's alternative scenarios 1 and 2, which utilize a flat fare, the model does not require station origin/destination data, because a passenger pays the same fare regardless of distance traveled. As a result, the farebox recovery for these scenarios reflect the same range.

Staff is recommending the option of integration into the existing Metrolink fare structure in order to maintain consistency with the regional network, simplify the fare structure and improve the customer experience. This ensures fares for Arrow service are affordable, as well as makes it easier for future potential expansion of the use of DMUs across other segments of the Metrolink system, beyond the initial Arrow corridor.

Existing Fare Policy (Recommended)

Metrolink's existing fare policy is the option that is recommended for Arrow service. It makes the full range of passes, tickets, and discounts available for Arrow customers and avoids inconsistencies between Metrolink stations along the Arrow service area and Arrow stations. Note: Illustrated fares between Arrow stations are based on estimated miles and may still change slightly due to rounding. The 25% San Bernardino Line discount is assumed to apply to Arrow service as an extension of the San Bernardino Line. Additionally, existing fare discounts, such as for students/youth, senior/disabled and military personnel apply under this option as well.

San Bernardino County Transportation Authority

Key take-ways:

- Avoids customer confusion from inconsistent fare policies and ensures a seamless customer experience for trips between Arrow and Metrolink stations.
- Metrolink fares offer the lowest fare for short distance trips on Arrow, with regular fares as low as \$1.25 (or \$0.50 for senior/disabled) for trips up to a mile.
- The maximum fare for longer trips on Arrow (San Bernardino Downtown to University station) is \$3.25 (or \$1.50 for senior/disabled).
- Long distance trips between Los Angeles and University station cost only \$0.50 more than to San Bernardino Downtown.
- All Metrolink Monthly Pass fares are capped at 80 miles.
- All fares include free transfers to connecting transit services.
- Metrolink fare policy ensures equity by basing fares on the distance traveled. Adopting the existing policy for Arrow does not require a new Title VI Fare Equity Analysis.
- Estimated annual farebox recovery range is 10.3% to 16.8%.

Alternative 1: Flat fare and cap for long distance fares

This alternative was designed to feature a fixed flat fare for travel between Arrow stations regardless of distance (comparable to typical bus fares). For illustration, a flat fare of \$3.25 was selected which compares to the \$2.00 Omnitrans fare, but, unlike Omnitrans, it includes full transfer privileges. Additionally, Alternative 1 caps fares at the price for a trip to San Bernardino Downtown station to make long distance fares more affordable. Trips between a Metrolink station and any Arrow station cost the same as trips between the Metrolink station and San Bernardino Downtown.

Key take-ways:

- Alternative 1 represents a new fare policy and requires a Title VI Fare Equity Analysis.
- The flat fare introduces inconsistencies with the rest of the system. It results in relatively more expensive fares for short distance trips and may raise equity concerns. It provides no cost advantage for the majority of Arrow riders.
- The fare cap results in only insignificant savings for long distance trips (maximum saving of \$0.50 for a trip between Los Angeles and University station).
- An unintended consequence of the fare cap is inconsistent pricing that results in short distance trips on Arrow having a higher fare than some longer distance trips:
 - SB Downtown – Redlands: \$3.25 (Flat fare)
 - SB Depot – Redlands: \$1.25 (capped)
- Estimated annual farebox recovery range is 16.8% to 18.8%.

Alternative 2: Flat fare without cap for long distance fares

This alternative includes the flat fare from Alternative 1 but removes the fare cap to avoid some of the pricing inconsistencies described above.

Key take-ways:

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- Alternative 2 represents a new fare policy and requires a Title VI Fare Equity Analysis.
- The flat fare introduces inconsistencies with the rest of the system. It results in relatively more expensive fares for short distance trips and may raise equity concerns. It provides no cost advantage for the majority of Arrow riders.
- Estimated annual farebox recovery range is 16.8% to 18.8%.

Table 1

	Origin	Destination	Miles	Recommendation: Existing Fare Structure	Alternative 1 - Flat Arrow Fare, Cap for Metrolink fares	Alternative 2 - Flat Arrow Fare, No Cap to Metrolink fares	Free Transfer
Longer Trip - SBL (25% Disc.)	LA Union	SB Downtown	59	\$10.00	\$10.00	\$10.00	YES
	LA Union	Redlands DT	63	\$10.50	\$10.00	\$10.50	YES
Longer Trip - IEOC (No Disc.)	Laguna Nigel	SB Downtown	61	\$13.50	\$13.50	\$13.50	YES
	Laguna Nigel	Redlands DT	64	\$14.00	\$13.50	\$14.00	YES
Short Metrolink & Arrow Trips	SB Depot	Tippecanoe	5	\$2.25	\$1.25	\$2.25	YES
	SB Depot	Redlands DT	9	\$3.25	\$1.25	\$3.25	YES
Arrow Corridor Only	SB Downtown	Tippecanoe	4	\$2.00	\$3.25*	\$3.25*	YES
	University Stat.	Redlands DT	1	\$1.25	\$3.25*	\$3.25*	YES
	ESRI Station	Redlands DT	1	\$1.25	\$3.25*	\$3.25*	YES
	ESRI Station	University Stat.	2	\$1.50	\$3.25*	\$3.25*	YES
	SB Downtown	Redlands DT	8	\$3.00	\$3.25*	\$3.25*	YES
	SB Downtown	University Stat.	9	\$3.25	\$3.25*	\$3.25*	YES
OmniTrans Fares			N/A	\$2.00	\$2.00	\$2.00	NO

Table 2

	Existing Policy (Recommended)	Alternative 1	Alternative 2
Short-distance fares	Regular fares as low as \$1.25 (\$0.50 for senior/disabled)	Same fare regardless of distance. No discount for short distance trips on Arrow.	Same fare regardless of distance. No discount for short distance trips on Arrow.
Long distance	Metrolink monthly pass fares are capped at 80 miles	Fares capped at SB Downtown result in only small savings (\$0.50 savings between Los Angeles and Redlands.	
Equity	Fares reflect distance traveled	Flat fare results in short distance trips on Arrow having a higher cost than short and some longer distance trips between Metrolink stations.	Flat fare results in short distance trips on Arrow having a higher cost than short and some longer distance trips between Metrolink stations.
Customer Experience	Most seamless for customers traveling between Arrow and Metrolink stations.	Flat fare and fare cap introduce inconsistent pricing that may result in customer confusion.	Flat fare introduces inconsistent pricing that may result in customer confusion.
Administration	Minimal administrative burden. No requirement for Title VI fare equity analysis.	Increases the complexity of fare policy administration and enforcement. Requires Title VI fare equity analysis.	Increases the complexity of fare policy administration and enforcement. Requires Title VI fare equity analysis.

Table 3

Metrolink Concept	Single Station Trips	Multi Station Trips
Recommendation	10.3%	16.8%
Alternative 1 & 2 (flat fare)	18.8%	18.8%

Board of Directors Agenda Item

October 6, 2021

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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 September 9, 2021.

Responsible Staff:

Rebekah Soto, Management Analyst

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

8/31/2021

ARROW Fare Recommendation

August, 2021



Objectives

ARROW fares should:

- Include free transfers to other transit
- Be competitive for short distance travel within the corridor
- Be affordable for long-distance travel beyond the ARROW corridor
- Allow easy administration and coordination with Metrolink fare policy

8/31/2021

Recommendation

Extend Metrolink's existing fare policy.

- Consistent fares between ARROW and the rest of the Metrolink system.
- Avoids fare caps that are difficult to understand
- Guarantees the lowest fares for short trips on ARROW.
- Does not require a Title VI process

3

METROLINK.

Recommendation: Existing Fare Structure

ADULT One-Way Fares	Origin	Destination	Miles	Concept #1 - Existing Fare Structure	Free Transfer
Longer Trip - SBL (25% Disc.)	LA Union	SB Downtown	59	\$10.00	YES
	LA Union	Redlands DT	63	\$10.50	YES
Longer Trip - IEOC (No Disc.)	Laguna Nigel	SB Downtown	61	\$13.50	YES
	Laguna Nigel	Redlands DT	64	\$14.00	YES
Short Metrolink & Arrow Trips	SB Depot	Tippecanoe	5	\$2.25	YES
	SB Depot	Redlands DT	9	\$3.25	YES
Arrow Corridor Only	SB Downtown	Tippecanoe	4	\$2.00	YES
	University Stat.	Redlands DT	1	\$1.25	YES
	ESRI Station	Redlands DT	1	\$1.25	YES
	ESRI Station	University Stat.	2	\$1.50	YES
	SB Downtown	Redlands DT	8	\$3.00	YES
	SB Downtown	University Stat.	9	\$3.25	YES
	OmniTrans Fares		N/A	\$2.00	NO

- Fares on ARROW range from \$1.25 - \$3.25 based on distance (estimated)
- Long distance trips to Redlands cost \$0.50 more than to SB Downtown.

4

METROLINK.

8/31/2021

Alternative 1: Flat Fare, SB Dt Cap

ADULT One-Way Fares	Origin	Destination	Miles	Concept #2 - Flat Arrow Fare, Cap for MetroLink fares	Free Transfer
Longer Trip - SBL (25% Disc.)	LA Union	SB Downtown	59	\$10.00	YES
	LA Union	Redlands DT	63	\$10.00	YES
Longer Trip - IEOC (No Disc.)	Laguna Nigel	SB Downtown	61	\$13.50	YES
	Laguna Nigel	Redlands DT	64	\$13.50	YES
Short Metrolink & Arrow Trips	SB Depot	Tippecanoe	5	\$1.25	YES
	SB Depot	Redlands DT	9	\$1.25	YES
Arrow Corridor Only	SB Downtown	Tippecanoe	4	\$3.25*	YES
	University Stat.	Redlands DT	1	\$3.25*	YES
	ESRI Station	Redlands DT	1	\$3.25*	YES
	ESRI Station	University Stat.	2	\$3.25*	YES
	SB Downtown	Redlands DT	8	\$3.25*	YES
	SB Downtown	University Stat.	9	\$3.25*	YES
	OmniTrans Fares		N/A	\$2.00	NO

* ARROW Flat Fare

- Flat \$3.25 Fare on ARROW regardless of distance, short trips on ARROW cost more than between Non-ARROW stations.
- Long distance fares to ARROW stations are capped at same fare as to SB Downtown.
- Cap may result in ARROW fare being higher than for trips from non-ARROW station (SB Depot).
- Requires Title VI process

5

METROLINK.

Alternative 2: Flat Fare, No Cap

ADULT One-Way Fares	Origin	Destination	Miles	Concept #3 - Flat Arrow Fare, No Cap for MetroLink fares	Free Transfer
Longer Trip - SBL (25% Disc.)	LA Union	SB Downtown	59	\$10.00	YES
	LA Union	Redlands DT	63	\$10.50	YES
Longer Trip - IEOC (No Disc.)	Laguna Nigel	SB Downtown	61	\$13.50	YES
	Laguna Nigel	Redlands DT	64	\$14.00	YES
Short Metrolink & Arrow Trips	SB Depot	Tippecanoe	5	\$2.25	YES
	SB Depot	Redlands DT	9	\$3.25	YES
Arrow Corridor Only	SB Downtown	Tippecanoe	4	\$3.25*	YES
	University Stat.	Redlands DT	1	\$3.25*	YES
	ESRI Station	Redlands DT	1	\$3.25*	YES
	ESRI Station	University Stat.	2	\$3.25*	YES
	SB Downtown	Redlands DT	8	\$3.25*	YES
	SB Downtown	University Stat.	9	\$3.25*	YES
	OmniTrans Fares		N/A	\$2.00	NO

* ARROW Flat Fare

- Flat \$3.25 Fare on ARROW regardless of distance, short trips on ARROW cost more than between Non-ARROW stations.
- Long distance trips to Redlands cost only \$0.50 more than to SB Downtown.
- Requires Title VI process

6

METROLINK.

8/31/2021

Comparison of Alternatives

	Origin	Destination	Miles	Recommendation Existing Fare Structure	Alternative 1 - Flat Arrow Fare, Cap for Metrolink fares	Alternative 2 - Flat Arrow Fare, No Cap to Metrolink fares	Free Transfer
Longer Trip - SBL (25% Disc.)	LA Union	SB Downtown	59	\$10.00	\$10.00	\$10.00	YES
	LA Union	Redlands DT	63	\$10.50	\$10.00	\$10.50	YES
Longer Trip - IEOC (No Disc.)	Laguna Nigel	SB Downtown	61	\$13.50	\$13.50	\$13.50	YES
	Laguna Nigel	Redlands DT	64	\$14.00	\$13.50	\$14.00	YES
Short Metrolink & Arrow Trips	SB Depot	Tippecanoe	5	\$2.25	\$1.25	\$2.25	YES
	SB Depot	Redlands DT	9	\$3.25	\$1.25	\$3.25	YES
Arrow Corridor Only	SB Downtown	Tippecanoe	4	\$2.00	\$3.25*	\$3.25*	YES
	University Stat.	Redlands DT	1	\$1.25	\$3.25*	\$3.25*	YES
	ESRI Station	Redlands DT	1	\$1.25	\$3.25*	\$3.25*	YES
	ESRI Station	University Stat.	2	\$1.50	\$3.25*	\$3.25*	YES
	SB Downtown	Redlands DT	8	\$3.00	\$3.25*	\$3.25*	YES
	SB Downtown	University Stat.	9	\$3.25	\$3.25*	\$3.25*	YES
	OmniTrans Fares		N/A	\$2.00	\$2.00	\$2.00	NO

* ARROW Flat Fare

Minute Action

AGENDA ITEM: 11

Date: October 6, 2021

Subject:

Redlands Passenger Rail Project - Update on Diesel Multiple Unit Testing Location

Recommendation:

Receive and file an update on the proposed location for testing of the Arrow service diesel multiple unit vehicles, changing the location from the Perris Valley Line Subdivision back to the Redlands Passenger Rail Project Corridor and San Gabriel Subdivision.

Background:

On April 7, 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors authorized 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 Arrow Diesel Multiple Unit (DMU) Equipment on the Perris Valley Line (PVL) Subdivision and the South Perris Layover Facility in lieu of testing the DMU vehicles on the Redlands Passenger Rail Project (RPRP) Corridor. Staff recommended this approach as the vehicle delivery schedule identified the first DMU would be delivered in spring 2021 which would allow for the vehicle testing to be done while construction of the infrastructure was still underway allowing for a more expeditious overall revenue delivery process.

While the DMUs final assembly was almost complete in spring of 2021, during inspection it was identified that Stadler US, Inc. (Stadler), the vehicle manufacture, had redesigned the fuel tank without notifying SBCTA and that the necessary analysis to demonstrate compliance with the Federal Railroad Administration (FRA) requirements had not been done. Stadler began work on the necessary analysis and after several tests and iterations, identified that a retrofit of the proposed fuel tank was required. It has taken over four (4) months to work through the fuel tank redesign issue which is still not fully resolved. Currently, SBCTA is withholding authorization to ship the first DMU pending successful completion of the engineering analysis that indicates the proposed design will meet FRA requirements, and there is a plan and understanding of the retrofit process.

RPRP mainline construction has continued to progress and is now 95% complete with remaining major work activities limited to the Tippecanoe Avenue culvert crossing, modifications to the Mountain View Grade Crossing, securing of permanent power at three locations, and system-wide communication and signal testing which requires permanent power across the corridor. The Arrow Maintenance Facility (AMF) is also substantially complete with the remaining work centered on the door and mezzanine retrofit efforts required to meet California Public Utilities Commission clearance requirements.

The plan to use the PVL was developed in consultation with the Southern California Regional Rail Authority (SCRRA) who will operate the Arrow service and is the Railroad of Record for the FRA. Benefits of testing on the PVL, beyond the overlapping of testing construction activities, included having a less constrained delivery site than the AMF and avoidance of testing on the San Gabriel Subdivision railroad corridor, also known as the San Bernardino Line.

Entity: San Bernardino County Transportation Authority

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Testing beyond the RPRP corridor is required to demonstrate the vehicles perform adequately at 79 miles per hour (mph), as the maximum speed on the RPRP corridor is 50 mph. After carefully evaluating other locations on SCRRA's system, and in coordination with SCRRA staff, the team determined the best site for the work was the underutilized South Perris Layover Facility and the 9.2 mile double-track section of the PVL. However, it was clear that some testing, specifically positive train control testing, would have to be reserved for the RPRP corridor due to a more substantial vertical grade.

As the schedules for completion of construction and delivery of the DMUs are now converging, staff no longer recommends testing the DMU on the PVL. Further, SCRRA staff has provided concurrence to use the Eastern Maintenance Facility for delivery of the DMUs should we be unable to deliver the DMUs directly to the AMF due to site restrictions, and use of the San Gabriel Subdivision for the 79 mph testing. Benefits of reverting to the original plan of testing the DMUs on the RPRP include keeping the corridor active after construction is complete, which will deter vandalism and homeless encampments, mitigate the build-up of scale on the rail which can create signal connectivity issues, and overall cost less. Change in testing location will require updates to various project documents such as the testing plans and public outreach plan. Lastly, SBCTA has not executed a license agreement and associated documents with the Riverside County Transportation Commission as the execution was being timed to coincide with the delivery of the first DMU, which was delayed due to the fuel tank issue.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item was received by the Transit Committee on September 9, 2021.

Responsible Staff:

Victor Lopez, Director of Capital Delivery

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 12

Date: *October 6, 2021*

Subject:

West Valley Connector Art-in-Transit Program

Recommendation:

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

A. Authorize the release of Request for Qualifications (RFQ), soliciting submissions by artists to provide design plans for public art to be incorporated into the West Valley Connector Project, including RFQ No. 22-1002689 for artwork at station shelters and RFQ No. 22-1002688 for artwork wrapping utility boxes.

B. Authorize the Executive Director, or his designee, to execute Honorarium Agreements and Artist Design Agreements, as necessary, with selected artists for each opportunity, upon review and approval as to form by General Counsel.

C. Approve a budget of \$500,000 to implement the Art-in-Transit program for the West Valley Connector using previously authorized funds.

Background:

In May 2020, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) adopted Resolution No. 20-046, making findings necessary to approve the Mitigation Monitoring and Reporting Program, adopting a Statement of Overriding Considerations, and approving and certifying the Final Environmental Impact Report (FEIR) in compliance with the California Environmental Quality Act (CEQA). Subsequently, on May 12, 2020, the Federal Transit Administration (FTA) rendered its approval of the Findings of No Significant Impact (FONSI), which concluded the Environmental Clearance of the West Valley Connector (WVC) Project. One of the mitigation measures adopted for the project includes a measure to minimize potential long-term impacts related to visual and aesthetics. Specifically, Measure AV-5 states: “Develop and implement an Art-in-Transit strategy and incorporate artwork into relevant center- and side-running Bus Rapid Transit (BRT) station designs.”

In order to implement the mitigation, the project team provided an assessment of the various opportunities for public art that can be seamlessly integrated into the current station design. The team also discussed options to incorporate art into design components that can provide a unique look related to the identity of the communities along the alignment. Based on this assessment, two opportunities are recommended for the project: incorporating perforated panels at station canopies and wrapped utility boxes. The design concept for the perforated panels at the 27 shelters along the corridor would be unique based on the travel direction of the shelter (center/westbound/eastbound). It is anticipated that a total of three artists would need to be selected to create the three final design concepts for the panels.

The second art opportunity recommended along the corridor is artwork applied to utility boxes. This opportunity provides for a minimum of 33 “blank canvases” that can be wrapped with images developed by an artist. These artworks will be based on a template provided to each art finalist. Wrapping of the utility boxes allows for all designs to be electronic in format and

Entity: San Bernardino County Transportation Authority

replaceable if necessary. It is expected that up to 20 artists could be selected as part of this opportunity.

Samples of typical perforated panels and wrapped utility boxes are included as an attachment to this staff report.

In order to implement the recommended art opportunities, the project team will convene an ad-hoc Artist Selection Committee (ASC) that will review all artist qualifications. The ASC will be comprised of the following voting staff members:

- Community Stakeholder Representatives (1 staff member from each City / 4 total)
- SBCTA Project Management Representative (1)
- Omnitrans Representative (1)
- Project Architect Representative (1)

The public art program consultant (Elwood and Associates) will serve in an advisory and administrative role, but will not be a voting member. The seven-member committee will short-list six (6) artists to prepare preliminary design concepts for three groupings of perforated panels to be installed on station shelters. The short-listed artists will be paid \$1,500 for the design concept and will be required to enter into an Honorarium Agreement consistent with the attached draft. These preliminary design concepts will be reviewed by the ASC, who will select three (3) finalists to develop a final design concept for the project. Each of the art finalists will be paid \$20,000 to prepare the final design and will be required to enter into an Artist Design Agreement consistent with the attached draft. Staff anticipates the ASC will short-list approximately 30 artists for the utility boxes. Those artists will create a final design concept for the ASC to review. It is anticipated the ASC will select up to 20 artist teams or individual finalists out of the 30 short-listed. The short-listed artists will be paid \$750 for the concept and will be required to enter into an Honorarium Agreement; finalists will be paid \$5,000 for the final design and will be required to enter into an Artist Design Agreement. This report includes the draft Request for Qualifications (RFQ), draft Honorarium Agreement and draft Artist Design Agreement specific to the perforated panel scope of work. An RFQ and agreements in substantially the same form will be prepared for the utility boxes scope of work.

Public art projects are predominantly publicized through local arts organizations and national calls. To engage artists, the outreach strategy will also include a strong emphasis encouraging applications from artists with little or no public art experience. This effort broadens the field of experienced artists and provides an invaluable opportunity for inexperienced artists to build skills and a portfolio of completed projects. For the WVC Project, the public art consultant will reach out to each city to obtain a list from staff of local art institutions and organizations, individuals, and related commission members who can help cast a wide net to get the word out about the project and its opportunities for public art. The public art opportunity will be publicized through a RFQ that specifically states the project opportunities, timeline, and artist fees. The project will utilize Call for Entry (CaFE), a free online service for artists applying for public art opportunities, that is administered by Western States Arts Federation (WESTAF), a regional nonprofit arts service organization dedicated to strengthening the financial, organizational, and policy infrastructure of the arts in the West. Through the CaFE site, an artist will be able to create a profile to respond to the RFQ and upload images, a letter of interest, a resume, and other

relevant documentation for the ASC to review. The CaFE system allows for the ASC members to review these materials individually or in a group setting. The RFQ will be structured to be open to professional artists residing in the United States. Prior experience in public art is not required, making this an ideal opportunity for both emerging and established artists with an interest in public art.

Once an artist is short-listed, the artist will prepare either a preliminary design concept or a final design concept, depending on the opportunity they have been selected for as part of the project. The ASC will then review the design concepts, rank each artist, and vote on the art to be implemented for the project. The goal of the ASC will be to select artists that will create a unique sensibility of the collective community aesthetic and to recommend art that will provide the project with visually compelling artworks that enhance the station design and public perception of the project. In addition to this important role, the ASC members will assist the public art consultant in outreach to local individual artists and organizations. They may provide important guidance to the project regarding historical, architectural, or design features of the project area. This information can be collected and provided to artists for their consideration as they develop design concepts for the project.

The recommended budget for the Art-in-Transit program is \$500,000, or approximately 0.5% of the total project budget, and is covered by the total funding previously identified for the overall project. The 0.5% recommended budget is based on previous guidelines that established minimum required art budgets on federal projects. However, as of December 2015, the use of federal funds for art on new transit projects is prohibited; therefore, the Art-in-Transit program expenses are not eligible for federal reimbursement and will need to be tracked as a nonparticipating federal project expense.

The estimated program budget is allocated as follows:

PERFORATED METAL PANELS

<u>LINE ITEM DESCRIPTION</u>	<u>COST</u>
ARTIST HONORARIUMS (6@\$1,500)	\$ 9,000.00
DESIGN AGREEMENT (3@\$20,000)	\$ 60,000.00
GRAPHIC SERVICES IF NEEDED	\$ 5,000.00
PLAQUES	\$ 15,000.00

UTILITY BOXES

<u>LINE ITEM DESCRIPTION</u>	
ARTIST HONORARIUMS (30@750)	\$ 23,000.00
DESIGN AGREEMENTS (20@ 5,000)	\$ 100,000.00
FABRICATION / INSTALLATION	\$ 270,000.00
GRAPHIC SERVICES IF NEEDED	\$ 18,000.00

TOTAL PROJECT BUDGET	\$ 500,000.00
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Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget.

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Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on September 9, 2021. Additional sample agreements, for the utility boxes, were subsequently added. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreements.

Responsible Staff:

Victor Lopez, Director of Capital Delivery

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

San Bernardino County Transportation Authority

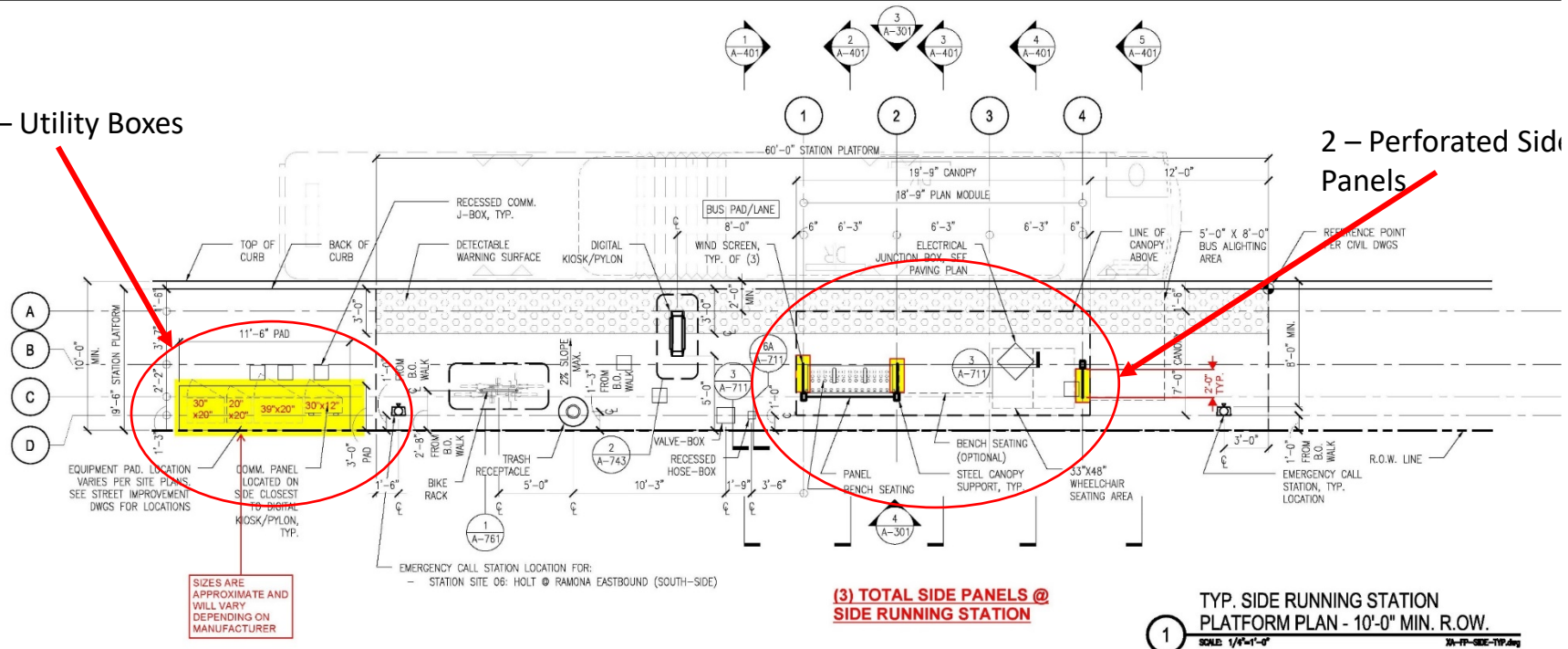
Samples of Art Opportunities

West Valley Connector Project

Typical for Center Running Station

1 – Utility Boxes

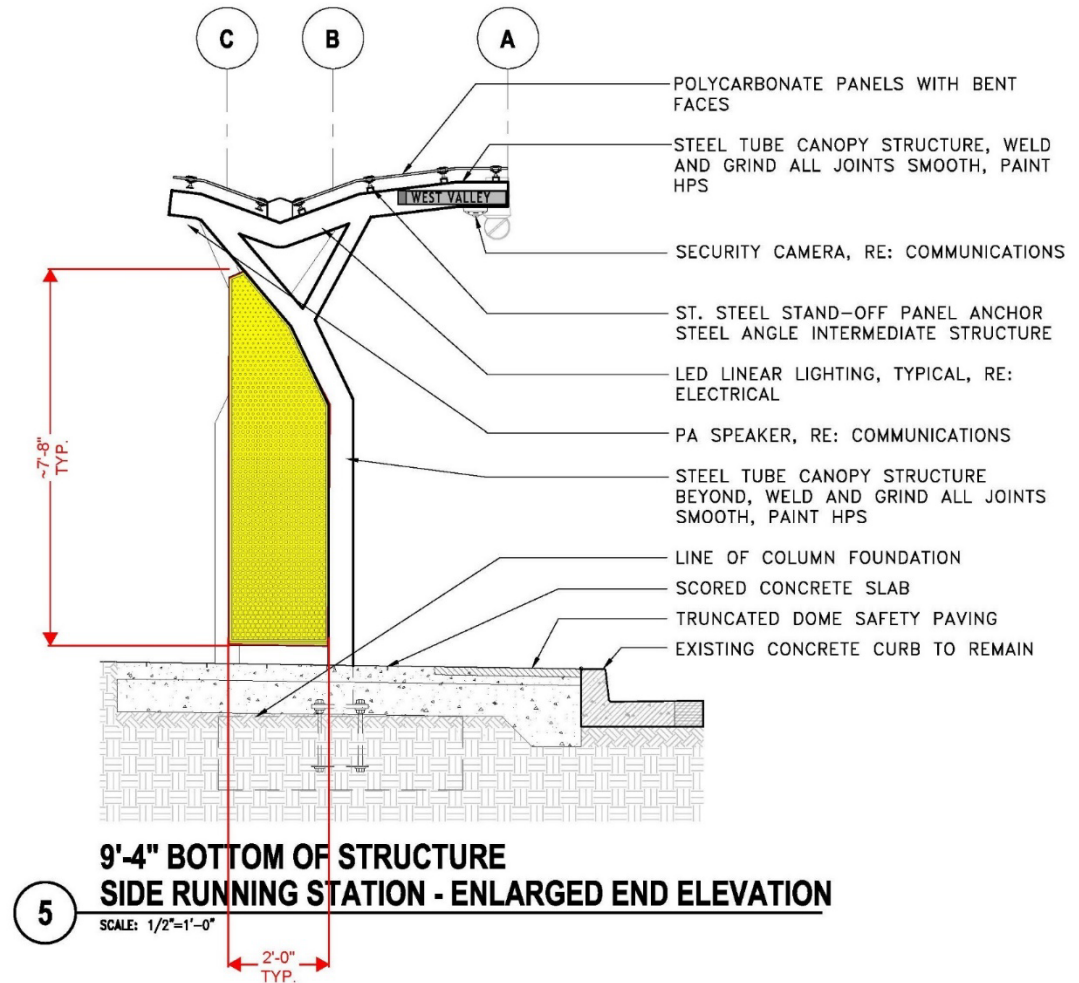
2 – Perforated Side Panels



Typical for Side Running Station

Technical Specifications to be conveyed to finalists as they develop design concepts for review to select final three for commission. These include:

- Size of openings
- 60% visibility .

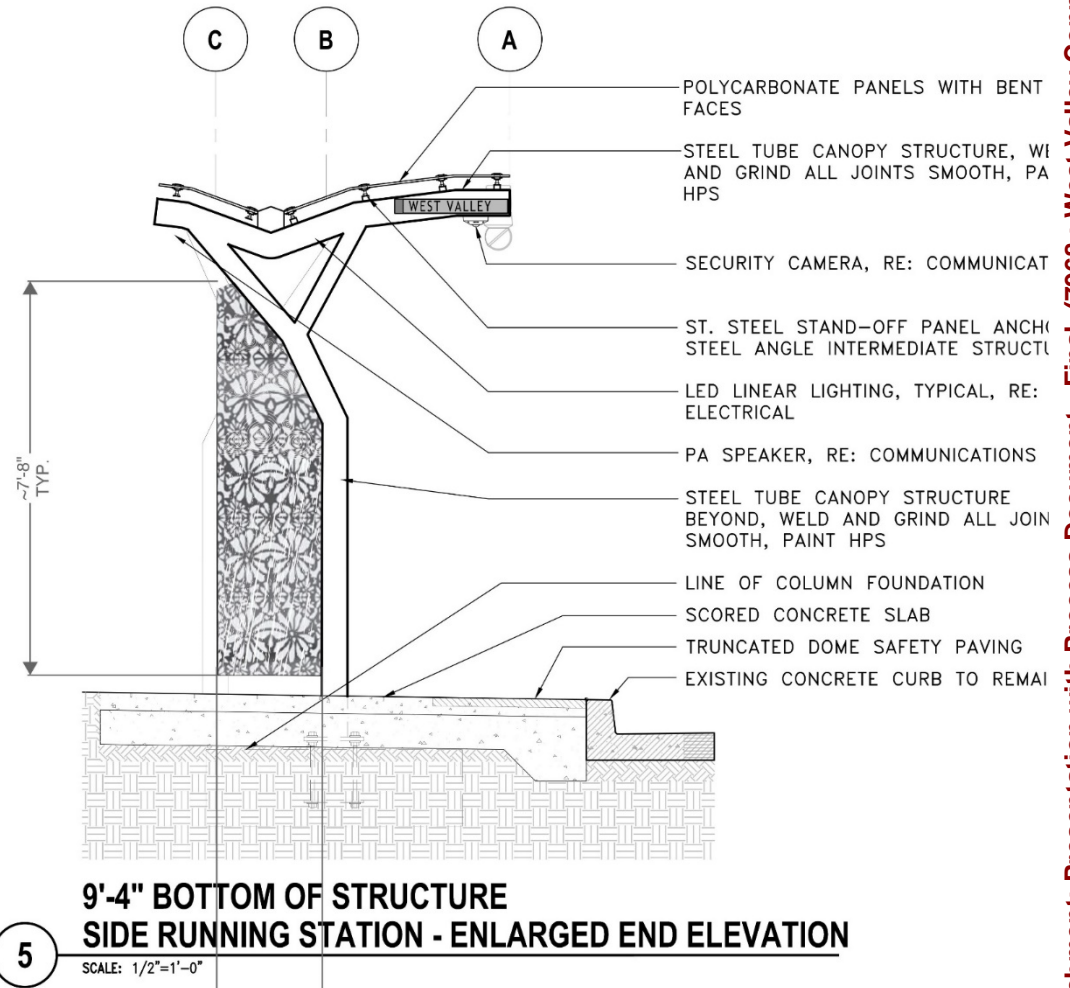




Samples of off the shelf Perforated Panels

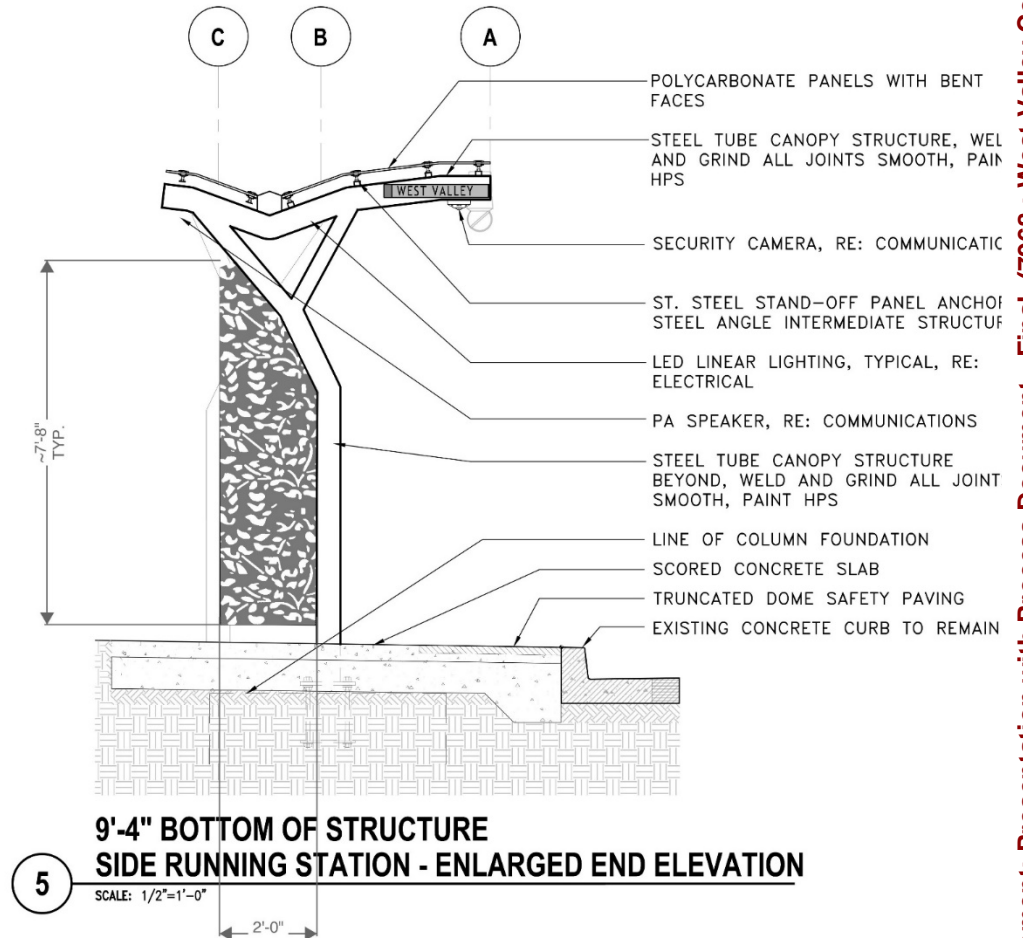


Source
Design for
Perforated
Metal Side
Panel

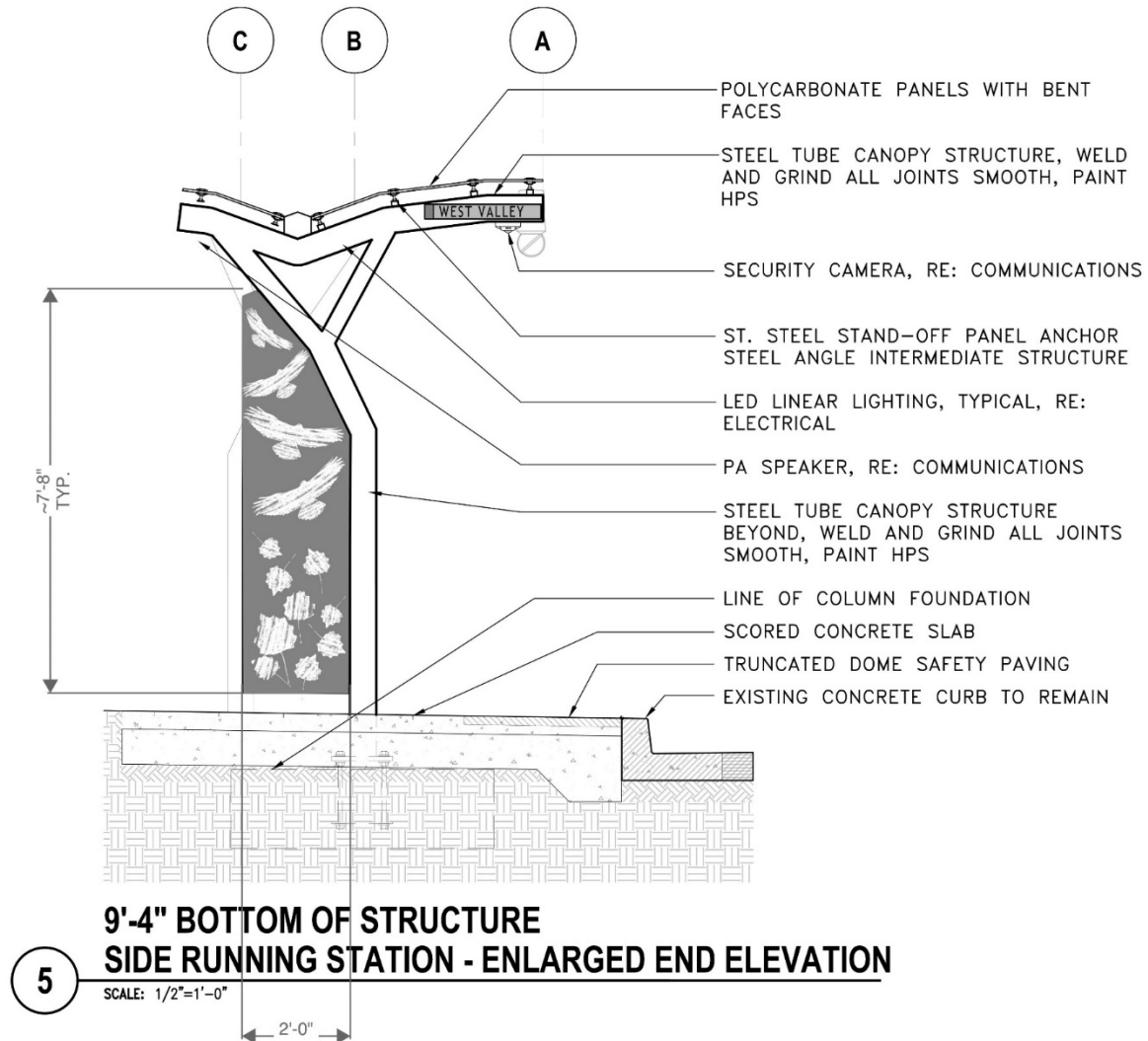




Source
Design for
Perforated
Metal Side
Panel



Original
Artwork for
Perforated
Side Panel



Wrapped Utility Boxes



Design based on Heritage a local History.



Design based on Photographs submit



Design based on Original Artwork.







Call for Artists / Request for Qualifications (RFQ) 22-1002689

West Valley Connector (WVC) Bus Rapid Transit (BRT) Project

Perforated Panels on Station Shelters

San Bernardino County Transit Authority (SBCTA)

Deadline: [DATE] – 5 PM PST

Link to website:

[Add link to CaFE Call for Artists]

Call for Individual Artist or Artist Teams for Design Services – Perforated Panels on Station Shelters

Introduction:

SBCTA seeks to commission three (3) artists, or artist teams, to design and execute original public artwork that will be installed as part of the shelter design at selected stations along the new West Valley Connector Bus Rapid Transit (BRT) line to be operated by Omnitrans.

Total Project Budget:

\$ 1,500 for Design Honorarium

\$ 20,000 for Final Design Contract; Includes meetings with design team, revisions to design documents, documentation review and sample review.

Budget Description:

SBCTA intends to select six (6) artists, who shall be paid a design honorarium of \$1,500 to develop two black-and-white preliminary design concepts for the project. These preliminary concepts will be reviewed by a selection committee. The selection committee will select three (3) artists as finalists. The three (3) artists selected as finalists will be paid \$20,000 to revise and prepare final design documents and to review and approve documentation and material samples provided by the shelter fabricator.

Artists or Artist teams will not be compensated for travel expenses and/or time over and above the stated honorarium.

Project Details and Scope of Work:

SBCTA is responsible for cooperative regional transportation planning and furthering an efficient multi-modal system for San Bernardino County. The San Bernardino Valley will experience growing traffic congestion and one million more people by 2030. SBCTA and Omnitrans are working to improve mobility in the Valley with an enhanced, state-of-the-art bus rapid transit (BRT) system. The West Valley Connector BRT project runs west to east through Pomona, Montclair, Ontario and Rancho Cucamonga. <https://www.gosbcta.com/project/west-valley-connector-brt/>

Certain shelters throughout the corridor at center and side stations will have chosen artwork installed as part of the shelter design.

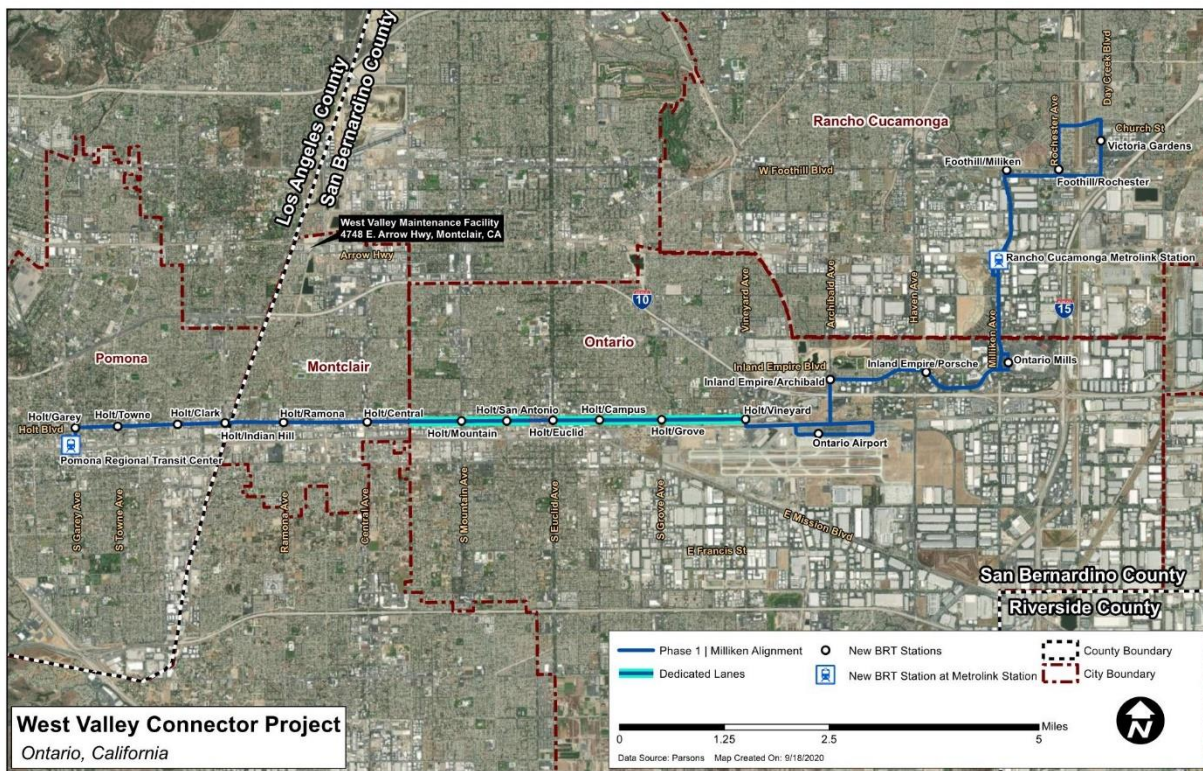
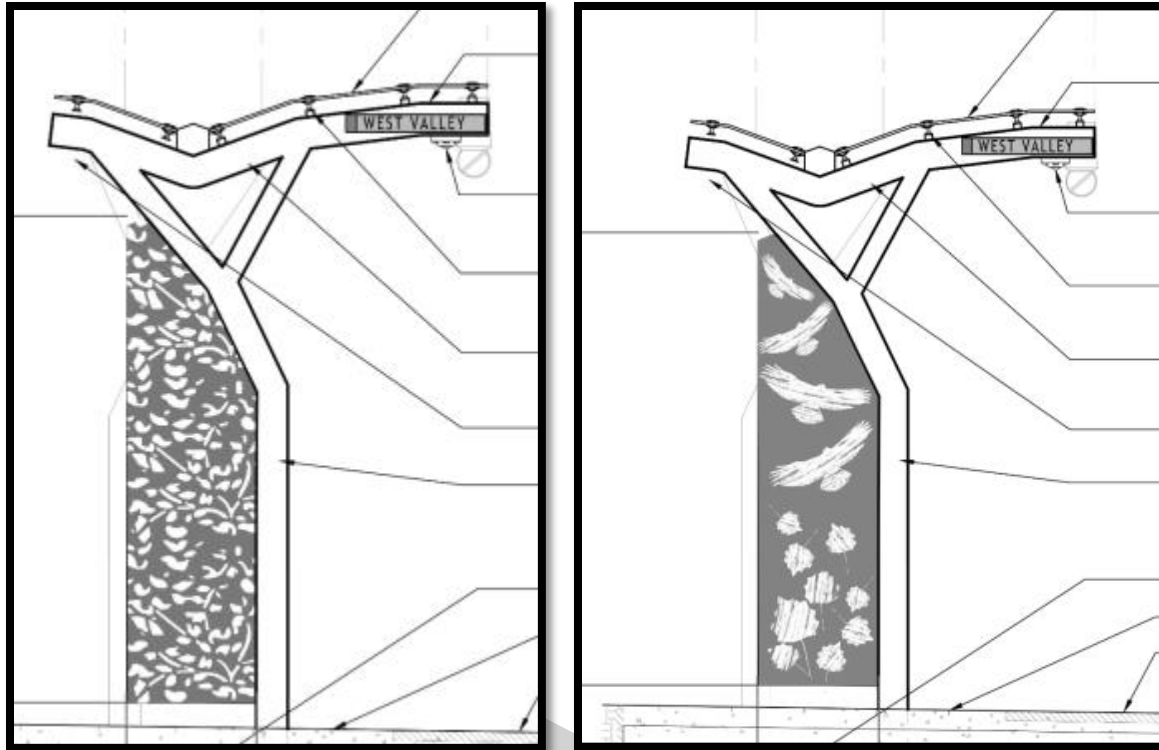


Image Above: Map showing the location of the various stations for the WVC BRT project.

All stations with a shelter along the corridor will have one of the three selected artworks.

The selected original artwork will be used to create perforated metal panels or windscreens that will be incorporated into the standard shelter design of the alignment.

The concepts of the perforated metal art on the station shelter for the West Valley Connector stations follow.



The six selected Honorarium artists will prepare a preliminary design concept, which includes the following submission materials:

1. Artist statement that includes an explanation of the theme and references of the design concept; and
2. A minimum of two black and white sketches or renderings showing all dimensions of the proposed design.

The design concept must be completed and submitted by [DATE].

The design must satisfy certain other requirements as necessary to incorporate the art into a perforated metal panel as part of the standard transit shelter design for the Project. The additional design requirements will be provided to the Contractor separately.

The Contractor also may be required to present the submission materials to the joint meeting of the art selection committee.

Selected Artists or Artist teams must be available and present for meetings with the project team staff.

The three finalists will prepare a final design for the artwork. The finalists selected will prepare final design documents within given deadlines, review and approve design plans, and review and approve material samples provided by the shelter fabricator. The finalists will be expected to attend meetings and to work collaboratively with the design team for up to 18 months following selection. The details of the scope of Work are as follows:

As requested by the SBCTA, the ARTIST shall provide and coordinate, with the applicable team, all services and materials related to the preparation of Final Design Documents for the following:

The ARTIST shall prepare designs for an artistically designed perforated wind screen panel substantially in accordance with the ARTIST's preliminary submission to the art selection panel with the intent that the design will be fabricated and installed in one or more transit shelters for the Project ("Artwork").

The Artwork shall adhere to all applicable laws, rules, regulations and codes. In addition, the design requirements for the Artwork are as follows:

1. Constructability as a perforated metal panel that will hold up to public use.
2. Shall consider standard requirement of no more than 4" of open space in any part of the design to adhere with current safety requirements.
3. Shall fit within the dimensions specified for the panel.
4. Final design shall provide for 60% opacity per safety requirements.
5. Final artwork design document shall be provided in either a PDF, vector or illustrator file as determined by contractor.

The ARTIST shall not use images, symbols, logos, or photos owned by others, except without the prior written permission of SBCTA.

The ARTIST shall work with the design team to develop a final design and shall be available to meet with the design team. The ARTIST shall meet initially with project design team representatives to discuss comments from the artist selection committee to further refine the design concepts. At that meeting, the design team and ARTIST will review the design requirements for the Final Design Documents. The ARTIST will also meet with the Project architect or other design team representative to confirm the format of Final Design documents that depict the artwork within the defined frame for the art panel.

The ARTIST shall respond in writing to comments from the art selection panel and any other entity that reviews the plans or printed samples. The ARTIST shall prepare and provide the Final Design Documents to SBCTA or its contractor, who will provide to the shelter fabricator to fabricate and install the Artwork. The parties will establish a mutually agreeable schedule for submission of the design documents.

The Final Design Documents shall be subject to review and approval by the project art consultant and Omnitrans.

The Artwork shall be installed along with other improvements as part of the Project and will be operated and maintained by Omnitrans or the local municipality in accordance with an Operations and Maintenance Agreement between Omnitrans and the local municipality.

The ARTIST shall attend meetings with OMNITRANS and design team representatives from the Project as reasonably necessary.

DELIVERABLES

The Final Design Documents deliverables to be prepared by ARTIST for this Project shall include the following:

Phase I

Deliverables: Two design concepts in both a PDF and an Illustrator or appropriate “vector” file.

To be completed by: [DATE]

Phase II

Progress drawings of art panel that includes specific dimensions of the panel and perforated portions of the Artwork.

Artist statement corresponding with the Final Design that explains the artistic intent of the Artwork.

To be completed by: [DATE]

Phase III

Final Design Documents in a digital format. This shall include:

Electronic file format of panel design

Updated Artist Statement

Photoshop image of design

Presentation materials of Final Design Documents and support materials for presentation to SBCTA and Omnitrans Board for final approval.

To be completed by: [DATE]

Phase IV

Written comments on the complete full-size printed sample of Artwork substantially in accordance with the Final Design Documents prepared by the fabricator.

To be completed by: [DATE]

Phase V

Written comments on the complete 24” square sample panel prepared by the fabricator.

To be completed by: [DATE]

Qualifications:

This RFQ is open to practicing, professional artists residing in the United States. Prior experience in public art is not required. Visual artists and those who may use text or prose combined with visual elements are encouraged to apply.

Selection Information:

Applications will be reviewed by a selection panel made up of one representative from each of the alignment cities (Pomona, Montclair, Ontario and Rancho Cucamonga), one representative from Omnitrans, the Project Architect representative, and Project Manager representative. The public art program consultant (Elwood and Associates) will serve in an advisory and administrative role and will not be a voting member.

Six (6) artists will be selected and asked to develop two preliminary design concepts for the project. These preliminary concepts will be reviewed by the same selection committee. Three artists shall be selected as finalists.

The WVC Project team will receive the recommendations of the finalists and their designs for review and approval.

Schedule:

Applications are due **[DATE] 5:00 p.m. PST**. Any applications received after this deadline may be deemed as non-responsive.

It is estimated that the six (6) artists selected to receive a Design Honorarium will be notified in writing by [DATE]. At that time, those artists will be given specific instructions and deadline for submission of their final design.

It is estimated that the three (3) finalists shall be selected and notified in writing by [DATE]. The finalists will enter into an agreement with SBCTA and Omnitrans as shown under Attachment B.

The finalists will work with the design team periodically over a period of up to 18 months to implement the artwork design into the overall project design plans.

Selection Criteria:

The selection committee will use the following criteria to select six (6) individual artists or artist teams.

- Artistic merit (such as relevance to the community and development of the proposed idea), as evidenced by submitted digital images – 25%
- Qualifications as evidenced by resume, letter of interest, references, professional recognition (awards, honors, exhibition record, etc.) – 25%
- Demonstrated experience with projects that are community oriented – 25%
- Familiarity with project area and reflection of local character, as demonstrated by the artist's submission – 25%

The selection committee will use the following criteria to select the three (3) finalists:

- Artistic merit of the proposal (such as relevance to the community and further development of the proposed idea) - 25%
- The design proposal adds to the architectural design of the project – 25%
- The design conveys a unique sensibility that is grounded in the history and aspirations of the region – 25%
- Appropriateness of the proposal for the opportunity – 25%

SBCTA reserves the right to reject any or all submissions, to reject any finalist, to waive any irregularity, or to terminate or suspend this RFQ or the selection process. Funding for the development of preliminary design concepts by artists is dependent upon project funding. SBCTA retains the right to review and revise all deadlines pertinent to the public art program and this RFQ.

Application Requirements:

To apply for this call, please submit the following items:

- Resume (maximum 4 pages)
- Professional references (minimum of two)
- Letter of Interest (1-2 pages), including an outline of your qualifications and relevant experience, interest in this project and a general approach to this project including why the art is applicable to an outdoor transit environment
- 6-10 JPEG images of previous works
- Annotated image list with descriptions, including title, date, location, materials, art budget, and a brief description (up to five sentences). For team application, please indicate the lead artist for each past project
- If applying as a team, please describe previous collaborative work completed.

Do **not** submit original artwork.

How to Apply:

Application materials shall be submitted electronically via the CaFE (Call for Entries) system, a free online service to artists interested in public art and exhibition opportunities in the United States.

To Apply Visit:

[Add link to CaFE Call for Artists]

Agreement Terms:

Artists selected to receive the Honorarium must enter into an agreement prior to receiving payment as shown under Attachment A. Artists selected as finalists must enter into an Art Design Agreement prior to receiving payment as shown under Attachment B.

The submission of application materials for the RFQ does not pre-qualify or guarantee selection of any artist or artist team for this project.

Insurance Requirements:

There are no insurance requirements for those applying for this RFQ. Artist or Artist Teams who advance through the selection process and are selected for final design contracts will be required to provide proof of general liability insurance in the amount of \$1 million. A certificate of insurance will be required listing San Bernardino County Transit Authority (SBCTA), Omnitrans and Parsons as additional insureds.

Intellectual Property Rights:

Once an artist or artist team is selected as a finalist, the artist(s) will enter into an Artist Design Agreement with Omnitrans and SBCTA. The intellectual property terms are included under Section III of the Artist Design Agreement included under Attachment B.

This section is not related to any design, images or artwork submitted as part of a response to this RFQ.

For Questions, Please Contact:

Lesley Elwood, Public Art Coordinator for West Valley Corridor BRT Project: wvcbt@elwood.us

ARTIST HONORARIUM AGREEMENT NO. 22-100[XXXX]
San Bernardino County Transportation Authority

This Agreement is between the San Bernardino County Transportation Authority ("SBCTA"), and _____[Artist Name]_____, an independent contractor ("ARTIST"), who has been prequalified to prepare a preliminary design concept for a perforated metal panel that shall be incorporated into the standard transit shelter design for the West Valley Connector Project ("Project").

1.0 ENGAGEMENT OF ARTIST

SBCTA agrees to engage the ARTIST to perform services hereinafter set forth as authorized by SBCTA.

2.0 SCOPE OF SERVICES

ARTIST shall perform all work necessary to complete the services described in this Section 2, Scope of Services, as part of being prequalified to be considered for an award of a design contract for the Project. The ARTIST shall prepare a Preliminary Design Concept, which includes the following submission materials:

1. Artist statement that includes an explanation of the theme and references of the design concept; and
2. A minimum of two black and white sketches or renderings showing all dimensions of the proposed design.

The Preliminary Design Concept must be completed and submitted by [DATE].

The design must satisfy certain other requirements, to be provided separately, as necessary to incorporate the art into a perforated metal panel as part of the standard transit shelter design for the Project.

The ARTIST also may be required to present the Preliminary Design Concept to a selection panel made up of one representative from each of the alignment cities (Pomona, Montclair, Ontario and Rancho Cucamonga), one representative from Omnitrans, the Project Architect representative, and the Project Manager representative (collectively, the "Art Selection Committee").

3.0 HONORARIUM

For satisfactory and timely performance and delivery of the Preliminary Design Concept, SBCTA will pay ARTIST an honorarium not to exceed [TBD], to be paid upon presentation of the Preliminary Design Concept to the Art Selection Committee.

Artist Honorarium Agreement
West Valley Connector BRT Project

4.0 GENERAL TERMS AND CONDITIONS

4.1 Independent Contractor

It is understood that in the performance of services as provided in this Agreement, ARTIST shall be and is an independent contractor and is not an agent or employee of SBCTA.

4.2 Final Selection

It is understood that the development of a Preliminary Design Concept **is not** a guarantee of an award of a contract to produce a final design of artwork for the Project.

4.3 Rights to Design Concept

It is understood that the ARTIST shall retain copyright to all design work. In the event that the ARTIST is selected for commission, SBCTA and Omnitrans will retain rights to reproduce the work for non-commercial purposes. All further rights of the Parties shall be as provided in an executed contract for final design.

IN WITNESS WHEREOF, the SBCTA and the ARTIST have executed this Agreement, as of the date first hereinabove set forth.

[ARTIST Name]

Date

SBCTA

Raymond W. Wolfe
Executive Director

Date

Approved as to form:

Julianna K. Tillquist
General Counsel

Date

CONTRACT NO. 22-100XXXX

BY AND BETWEEN

SAN BERNARDINO COUNTY

TRANSPORTATION AUTHORITY,

OMNITRANS AND

[ARTIST]

FOR

ARTIST DESIGN SERVICES

This Agreement, made and entered by and between the San Bernardino County Transportation Authority ("SBCTA") located at 1170 W 3rd St, 2nd floor, San Bernardino, CA 92410; OMNITRANS, a joint powers authority duly organized and existing under Section 6500 et seq. of the Government Code; and (ARTIST name), ("ARTIST"), whose address is (address), each of whom is individually a "Party" and collectively are "Parties."

WHEREAS, ARTIST is a professional Artist;

WHEREAS, SBCTA is designing and constructing Phase 1 of the West Valley Connector Bus Rapid Transit Project ("Project");

WHEREAS, upon completion, OMNITRANS will operate and maintain the Project, and, further, OMNITRANS will own the artwork that is the subject of this agreement, ;

WHEREAS, SBCTA procured the services of a Project design consultant that will prepare the construction documents for the Project. The project design consultant or its subcontractor ("Project Design Consultant"), is responsible for coordinating with ARTIST to implement the ARTIST's work into the Project construction documents;

WHEREAS, a panel made up of one representative from each of the alignment cities (Pomona, Montclair, Ontario and Rancho Cucamonga), one representative from OMNITRANS, the Project Architect representative, and SBCTA designated representative (collectively, the "Art Selection Committee") selected ARTIST to prepare a preliminary design concept for the Project;

WHEREAS, the Art Selection Committee selected ARTIST as a finalist for the PROJECT;

WHEREAS, the Parties wish to have the ARTIST design artwork for the Project ("Work") in accordance with the mutual obligation, covenants, and conditions herein;

WHEREAS, the Parties agree that the Work shall be designed in collaboration with the Project Design Consultant;

WHEREAS, the Work shall be designed to be installed within designated shelters on the Project at (location), which will be owned and operated by OMNITRANS.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth and other valuable considerations, the Parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

A. GENERAL SCOPE OF WORK

ARTIST shall design an artistic perforated metal wind screen panel substantially in accordance with the ARTIST's preliminary submission ("Artwork"). In coordination with the Project Design Consultant, ARTIST shall provide all services and materials related to the preparation of final design plans for the Artwork to be fabricated and installed in one or more transit shelters for the Project following approval by SBCTA and OMNITRANS as further set forth below ("Final Design Documents") in accordance with the following requirements, and as further detailed in Section I.B.

The Artwork shall adhere to all applicable laws, rules, regulations, and codes. In addition, the design requirements for the Artwork are as follows:

1. Constructability as a perforated metal panel that will hold up to public use.
2. No more than 4" of open space in any part of the design to adhere with current safety requirements.
3. Shall fit within the specified dimensions.
4. Provide sufficient openings that panel is no more than 50-60% opaque to meet transparency/security requirements.
5. Design plans provided in either a PDF, vector or illustrator file format, or as otherwise requested by SBCTA's construction contractor.
6. Any other design requirements provided to ARTIST.

The ARTIST shall not use images, symbols, logos, or photos owned by others.

The ARTIST shall work with the Project Design Consultant to develop Final Design Documents and shall be available to meet with the Project Design Consultant as reasonably required, including without limitation the following meetings: The ARTIST shall meet initially with Project design team representatives to discuss comments from the Art Selection Committee to further refine the design concepts. At that meeting, the design team and ARTIST will provide more specific design requirements for the Final Design Documents. Thereafter, ARTIST will also meet with the Project architect representative to confirm the format of Final Design Documents.

The ARTIST shall respond in writing, within 5 working days, to comments from the Art Selection Committee and any other entity that comments on preliminary designs

prepared by ARTIST. The ARTIST shall prepare the Final Design Documents and provide them to SBCTA and OMNITRANS staff for final approval prior to SBCTA providing the Final Design Documents to the shelter fabricator selected by SBCTA to fabricate and install the Artwork. The Parties will establish a mutually agreeable schedule for the review and submission process for the Final Design Documents.

The Artwork shall be installed by SBCTA's construction contractor with other improvements as part of the Project and will be maintained by OMNITRANS in accordance with an Operations and Maintenance Agreement between OMNITRANS and the local municipality.

Throughout the process identified above, the ARTIST shall attend meetings with SBCTA and OMNITRANS and the Project design team representatives from the Project as reasonably necessary.

B. DELIVERABLES

The Final Design Documents deliverables to be prepared by ARTIST for this Project shall include the following:

Phase I

Deliverables: Two design concepts in both a PDF and an Illustrator or appropriate "vector" file.

To be completed by: [DATE]

Phase II

Progress drawings of art panel that includes specific dimensions of the panel and perforated portions of the Artwork.

ARTIST statement corresponding with the Final Design that explains the artistic intent of the Artwork.

To be completed by: [DATE]

Phase III

Final Design Documents in a digital format. This shall include:

- Electronic file format of panel design in accordance with specifications outlined in the bid package for the project
- Updated ARTIST Statement
- Photoshop image of design

Presentation materials of Final Design Documents and support materials for presentation to SBCTA and OMNITRANS for final approval.

To be completed by: [DATE]

Phase IV

ARTIST to provide written comments on the complete full-size printed sample of Artwork substantially in accordance with the Final Design Documents prepared by the fabricator.

To be completed by: [DATE]

Phase V

ARTIST to provide written comments on the complete 24" square sample panel prepared by the fabricator.

To be completed by: [DATE]

II.

PROGRESS PAYMENTS AND COMPLETIONA. FEES AND METHOD OF BILLING

1. ARTIST shall receive a fee Not-To-Exceed Twenty Thousand Dollars (\$20,000), paid in accordance with the schedule set forth below.

2. Payment to ARTIST as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.

3. ARTIST shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA'S contract number, description and task order 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 include request for payment for Work (including additional services authorized by SBCTA) completed by ARTIST during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to ARTIST. Any costs incurred by ARTIST in connection with the resubmission of a proper invoice shall be at ARTIST's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address: ap@gosbcta.com

4. ARTIST shall include a statement and release with each invoice, satisfactory to SBCTA, that ARTIST has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of ARTIST for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to ARTIST until ARTIST furnishes such statement and release.

5. Payment Schedule:

1. \$6,000 upon completion of Phase I (as described in Section I.B)
2. \$6,000 upon completion of Phase III (as described in Section I.B)
3. \$6,000 upon completion of Phase IV (as described in Section I.B)
4. \$2,000 upon completion of Phase V (as described in Section I.B)

6. Should ARTIST fail to timely deliver the deliverables specified in Section I.B, unless excused as provided in Section II.B., below, ARTIST shall return to SBCTA all sums previously paid.

B. PROGRESS OF WORK

SBCTA and OMNITRANS, or their representatives, shall have the right to inspect progress of the ARTIST's drawings upon reasonable notice to ARTIST.

C. DATE OF DELIVERY; FORCE MAJEURE

The Final Design Documents shall be delivered and ready for presentation to SBCTA and OMNITRANS no later than [DATE]. In the event that ARTIST reasonably expects a delay, ARTIST shall inform SBCTA in writing. The completion and delivery date shall be extended if SBCTA determines, in its sole discretion, the circumstances warrant an excusable delay. Excusable delays may include, but are not limited to, illness of ARTIST preventing progress of the Work, 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, or other catastrophic events which are beyond the reasonable control of ARTIST and which ARTIST could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of ARTIST to perform or any other reason due solely to the acts or omissions of ARTIST.

III.

COPYRIGHT AND OWNERSHIP AND USE OF FINAL DESIGN DOCUMENTS

A. RIGHTS IN ARTWORK DESIGN AND ARTIST'S SUBMITTALS

1. Copyright: ARTIST shall retain all copyright to drawings, documents, and studies developed by ARTIST, as well as the Artwork itself.
2. ARTIST grants a royalty-free, non-exclusive and irrevocable license to OMNITRANS, SBCTA and the Federal Transit Administration ("FTA") to reproduce, publish or authorize others to use the drawings, documents, and studies developed by ARTIST including, but not limited to the Final Design Documents, as well as the Artwork itself, for the West Valley Connector Project.
3. ARTIST grants the right to SBCTA, OMNITRANS, and their authorized representatives to reproduce (such as photographs and prints), for noncommercial purposes (i.e., educational, public relations, arts promotional, etc.), the Artwork and Final Design Documents.

4. ARTIST grants the right to SBCTA and OMNITRANS to distribute reproductions to the public for non-commercial purposes, such as identified above.
5. ARTIST grants the right to SBCTA and OMNITRANS to incorporate the Artwork and Final Design Documents into any trademarks or service marks.
6. This Agreement does not grant any rights for commercial use of the Artwork design. Any such rights shall be negotiated by the Parties and the terms shall be established in a separate written agreement.
7. Notwithstanding any rights of ARTIST retained under this Agreement, ARTIST shall not duplicate the Artwork design without written consent of SBCTA and OMNITRANS.
8. Termination of ARTIST's Rights: ARTIST's rights terminate with death of ARTIST and do not extend to ARTIST's heirs, successors or assigns.

B. RIGHTS IN THE ARTWORK

1. Ownership: Title to the Artwork shall pass to SBCTA upon fabrication of the Artwork and to OMNITRANS upon final acceptance of the Project. SBCTA and OMNITRANS reserves the right to donate, transfer, or sell the Artwork, or any portion thereof.
2. Display: SBCTA and OMNITRANS shall have the exclusive right to publicly display the Artwork and to loan the Artwork to others for purpose of public display.
3. Reproductions and Adaptations: ARTIST grants SBCTA and OMNITRANS a license to generate reproductions (e.g., photographs and prints), including three-dimensional reproductions, for noncommercial purposes (e.g., educational, public relations, arts promotional, etc.) Examples of such reproductions for noncommercial purposes may include: books, slides, postcards, posters, tee-shirts, mugs and calendars; reproductions in art magazines, art books, newspapers, videos, film and other visual media of whatever kind; reproductions in or on world wide web sites, internet sites and other electronic media; and reproductions for advertising purposes. Reproductions shall contain a credit to the ARTIST and a copyright notice.
4. ARTIST Credit: All references to, and all reproductions or adaptations of, the Artwork will credit the Artwork to the ARTIST, unless ARTIST requests to the contrary in writing.
5. ARTIST's Commitments: ARTIST shall not duplicate the Artwork design without SBCTA and OMNITRANS' written consent.
6. Future Removal, Relocation or Modification: SBCTA and OMNITRANS shall have the right to remove the Artwork from the site and relocate it to another site.
7. Repairs and Restoration: OMNITRANS shall have the right to determine when and if repairs and restorations are needed. If OMNITRANS makes repairs or restoration not approved by ARTIST, ARTIST shall have the right to sever its association with the Artwork upon written notice to OMNITRANS.

8. Termination of ARTIST's Rights: ARTIST's rights terminate with death of ARTIST and do not extend to ARTIST's heirs, successors or assigns.
9. Notice of Claims: ARTIST shall give SBCTA and OMNITRANS 120 days' written notice prior to asserting any claim pertaining to the Artwork.
10. The right of SBCTA and OMNITRANS to incorporate the Artwork into any trademark or service marks to be utilized by the grantee and to register the same in accordance with state or local law.

IV. WARRANTIES

ARTIST hereby represents and warrants for the benefit of SBCTA and OMNITRANS that the Final Design is ARTIST's own creative original product, free of all copyright and legal obligations, and that ARTIST will take no voluntary action to cause such representation to become untrue in any material respect from the date of this Agreement to the date that the Work is installed and accepted by the SBCTA and OMNITRANS.

V. INSURANCE

ARTIST will maintain the following insurance with the following minimum limits during its performance of the Work: broad form General Liability Insurance, on a per occurrence basis, with minimum limits of not less than \$1,000,000 per occurrence and \$1,000,000 general aggregate. ARTIST shall provide SBCTA with certificate of insurance listing SBCTA, OMNITRANS and Parsons as additional insureds.

VI. INDEMNIFICATION AND HOLD HARMLESS

Artist agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless the Federal Transit Administration, SBCTA, OMNITRANS, Parsons and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability ("Claims") arising out of Artist's negligent acts, omissions or willful misconduct in performance of this Agreement or Artist's violation of any proprietary rights, copyrights or right of privacy of any person and for any costs or expenses incurred by Indemnitees on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. Artist's indemnification obligation applies to Indemnitees' "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.

VII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws principles. This Agreement shall be deemed to have been made in the County of San Bernardino, California, regardless of the order of the signatures of the Parties affixed hereto. Any litigation which arises under or in connection with this Agreement shall be

conducted in a federal or state court located within or for San Bernardino County, California. The Parties consent to the personal jurisdiction and venue in federal or state court located within or for the County of San Bernardino, California and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.

VIII. DISPUTE RESOLUTION

In the event of a dispute, claim or controversy arising from or in relation to this Agreement, the Parties agree to undertake good-faith attempts to resolve said dispute, claim or controversy within seven (7) calendar days after the receipt of written notice from the Party alleging that a dispute, claim or controversy exists. The Parties additionally agree to cooperate with one another in scheduling negotiation sessions. However, if said matter is not resolved within 30 calendar days after conducting the first negotiation session, any Party may then request that the matter be submitted for mediation.

If a Party requests that an unresolved dispute, claim or controversy be submitted to mediation, the Parties agree to undertake good-faith efforts to settle the dispute through non-binding mediation administered by JAMS pursuant to its Comprehensive Mediation Rules and Procedures.

Compliance with the provisions of this section shall be a condition precedent to any legal action, provided that nothing herein shall limit the Parties' right to terminate this Agreement pursuant to this Agreement.

The Parties agree to share in equal parts the fees of the mediator, and all costs associated with mediation; provided, however, each Party shall be responsible for its own legal costs, including attorneys' fees and the costs associated with experts.

IX. ARTIST NOT AN AGENT OF SBCTA and OMNITRANS

Nothing contained in this Agreement shall constitute or be deemed or construed to constitute a partnership or other fiduciary relationship between, or a joint venture by, SBCTA and OMNITRANS and the ARTIST, nor shall any Party hereto be deemed to be the agent or legal representative of any other Party. In accordance with this Agreement, ARTIST shall not represent ARTIST as a partner, fiduciary, joint venture, agent or legal representative of SBCTA or OMNITRANS, and shall have no right, power or authority to make any contract or other agreement, assume or create any obligation or responsibility (express or implied) on behalf of or in the name of the SBCTA and OMNITRANS or to bind SBCTA and OMNITRANS in any way except as expressly provided herein, and SBCTA and OMNITRANS shall not be liable for any representation, act or omission of ARTIST that is contrary to the provisions hereof. This Agreement shall not be deemed to give any right or remedy to any third party; however, OMNITRANS may grant such right or remedy to a third party in a separate writing.

X.
TERMINATION

SBCTA may terminate this Agreement at any time, in its sole discretion, by giving ARTIST written notice of such termination, and if it does so, SBCTA will pay ARTIST only for the Work ARTIST has actually performed through the date of termination, and for which ARTIST has not already been paid. The sum of all payments made to ARTIST under this Agreement shall not exceed the Agreement Price. There shall be no payment for anticipated profit or overhead on Work not performed. Upon termination, SBCTA and OMNITRANS will have no right to use any aspect of the Artwork (defined in Section i) to prepare final works of art or to provide it to another artist to do so.

XI.
ENTIRE DOCUMENT

This Agreement constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Agreement, are superseded except to the extent that they have been expressly incorporated into this Contract.

No changes to this Agreement shall be binding unless in a writing signed by all Parties.

XII.
COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when made not during regular business hours; or (c) the fourth business day following deposit of such notice into the United States Mail, sent certified, return receipt requested. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. ARTIST shall notify SBCTA and OMNITRANS of any contact information changes within ten (10) business days of the change.

To Artist	To SBCTA
	1170 W. 3rd Street, 2nd Floor
	San Bernardino, CA 92410-1715
Attn:	Attn:
Email:	Email:
Phone:	Phone: (909) 884-8276
2nd Contact:	Copy: Procurement
Email:	Email: procurement@gosbcta.com

To OMNITRANS
Attn:
Email:
Phone:
Email:

XIII.
GRATUITIES

ARTIST shall not offer or give to any officer, official, agent or employee of SBCTA or OMNITRANS any gift, entertainment, payment, loan, or other gratuity.

XIV.
NONDISCRIMINATION

During the term of this Agreement, ARTIST shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability medical condition, genetic information gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. ARTIST agrees to comply with the provisions of Title VI of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C sec. 6102, section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. sec. 12132 and Federal transit law at 49 U.S.C. sec. 5332, and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. In addition, CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

XV.
SURVIVAL

All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement including, but not limited to, Section III.A and Section III.B, related to rights in the Artwork, and the indemnification provisions contained in Section VI shall survive any such expiration or termination.

XVI.
EFFECTIVE DATE

The date that this Agreement is executed by SBCTA and OMNITRANS shall be the Effective Date of the Agreement.

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

**SIGNATURE PAGE
TO
ARTIST AGREEMENT FOR WVC BRT Project**

IN WITNESS WHEREOF, SBCTA, OMNITRANS and the ARTIST have executed this Agreement.

(ARTIST Name)

Date

San Bernardino County Transportation Authority

Raymond W. Wolfe
Executive Director

Date

Approved as to form:

Julianna K. Tillquist
General Counsel

Date

OMNITRANS

(Name of Signer)
Title

Date

Exhibit 1
Stations Where Artwork Will Be Installed

(Pages to follow)

ARTIST HONORARIUM AGREEMENT NO. 22-100[XXXX]
San Bernardino County Transportation Authority

This Agreement is between the San Bernardino County Transportation Authority (“SBCTA”), and _____[Artist Name]_____, an independent contractor (“ARTIST”), who has been prequalified to prepare a preliminary design concept for a perforated metal panel that shall be incorporated into the standard transit shelter design for the West Valley Connector Project (“Project”).

1.0 ENGAGEMENT OF ARTIST

SBCTA agrees to engage the ARTIST to perform services hereinafter set forth as authorized by SBCTA.

2.0 SCOPE OF SERVICES

ARTIST shall perform all work necessary to complete the services described in this Section 2, Scope of Services, as part of being prequalified to be considered for an award of a design contract for the Project. The ARTIST shall prepare a Preliminary Design Concept, which includes the following submission materials:

1. Artist statement that includes an explanation of the theme and references of the design concept; and
2. A minimum of two black and white sketches or renderings showing all dimensions of the proposed design.

The Preliminary Design Concept must be completed and submitted by [DATE].

The design must satisfy certain other requirements, to be provided separately, as necessary to incorporate the art into a perforated metal panel as part of the standard transit shelter design for the Project.

The ARTIST also may be required to present the Preliminary Design Concept to a selection panel made up of one representative from each of the alignment cities (Pomona, Montclair, Ontario and Rancho Cucamonga), one representative from Omnitrans, the Project Architect representative, and the Project Manager representative (collectively, the “Art Selection Committee”).

3.0 HONORARIUM

For satisfactory and timely performance and delivery of the Preliminary Design Concept, SBCTA will pay ARTIST an honorarium not to exceed [TBD], to be paid upon presentation of the Preliminary Design Concept to the Art Selection Committee.

Artist Honorarium Agreement
West Valley Connector BRT Project

4.0 GENERAL TERMS AND CONDITIONS

4.1 Independent Contractor

It is understood that in the performance of services as provided in this Agreement, ARTIST shall be and is an independent contractor and is not an agent or employee of SBCTA.

4.2 Final Selection

It is understood that the development of a Preliminary Design Concept **is not** a guarantee of an award of a contract to produce a final design of artwork for the Project.

4.3 Rights to Design Concept

It is understood that the ARTIST shall retain copyright to all design work. In the event that the ARTIST is selected for commission, SBCTA and Omnitrans will retain rights to reproduce the work for non-commercial purposes. All further rights of the Parties shall be as provided in an executed contract for final design.

IN WITNESS WHEREOF, the SBCTA and the ARTIST have executed this Agreement, as of the date first hereinabove set forth.

[ARTIST Name]

Date

SBCTA

Raymond W. Wolfe
Executive Director

Date

Approved as to form:

Julianna K. Tillquist
General Counsel

Date

CONTRACT NO. 22-100XXXX

BY AND BETWEEN

SAN BERNARDINO COUNTY

TRANSPORTATION AUTHORITY,

OMNITRANS AND

[ARTIST]

FOR

ARTIST DESIGN SERVICES

This Agreement, made and entered by and between the San Bernardino County Transportation Authority ("SBCTA") located at 1170 W 3rd St, 2nd floor, San Bernardino, CA 92410; OMNITRANS, a joint powers authority duly organized and existing under Section 6500 et seq. of the Government Code; and (ARTIST name), ("ARTIST"), whose address is (address), each of whom is individually a "Party" and collectively are "Parties."

WHEREAS, ARTIST is a professional Artist;

WHEREAS, SBCTA is designing and constructing Phase 1 of the West Valley Connector Bus Rapid Transit Project ("Project");

WHEREAS, upon completion, OMNITRANS will operate and maintain the Project, and, further, OMNITRANS will own the artwork that is the subject of this agreement, ;

WHEREAS, SBCTA procured the services of a Project design consultant that will prepare the construction documents for the Project. The project design consultant or its subcontractor ("Project Design Consultant"), is responsible for coordinating with ARTIST to implement the ARTIST's work into the Project construction documents;

WHEREAS, a panel made up of one representative from each of the alignment cities (Pomona, Montclair, Ontario and Rancho Cucamonga), one representative from OMNITRANS, the Project Architect representative, and SBCTA designated representative (collectively, the "Art Selection Committee") selected ARTIST to prepare a preliminary design concept for the Project;

WHEREAS, the Art Selection Committee selected ARTIST as a finalist for the PROJECT;

WHEREAS, the Parties wish to have the ARTIST design artwork for the Project ("Work") in accordance with the mutual obligation, covenants, and conditions herein;

WHEREAS, the Parties agree that the Work shall be designed in collaboration with the Project Design Consultant;

WHEREAS, the Work shall be designed to be installed on to designated sets of utility boxes on the Project at (location), which will be owned and operated by OMNITRANS.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth and other valuable considerations, the Parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

A. GENERAL SCOPE OF WORK

ARTIST shall provide final design documents and necessary electronic files for the application of the ARTWORK on to the designated sets of utility boxes within the project right-of-way. The final design shall be substantially based on the ARTIST's preliminary submission. ARTWORK shall be fabricated and installed by the project contractor. Final Design Documents shall be in accordance with the following requirements, and as further detailed in Section I.B.

The Artwork shall adhere to all applicable laws, rules, regulations and codes. In addition, the design requirements for the Artwork are as follows:

1. Provide for a visual narrative that is a related to the attributes, histories or untold stories of the region which the alignment encompasses.
2. Considers the limitations of the design over necessary vents, locks or signage that is required for safety, operation or access of the utility boxes.
3. Shall fit within the specified dimensions provided by the design team.
4. Final Design Documents shall be provided in either a PDF, vector or illustrator file format, or as otherwise requested by SBCTA's construction contractor.
5. Any other design requirements provided to ARTIST.

The ARTIST shall not use images, symbols, logos, or photos owned by others.

The ARTIST shall work with the Project Design Consultant to develop Final Design Documents and shall be available to meet with the Project Design Consultant as reasonably required, including without limitation the following meetings: The ARTIST shall meet initially with Project design team representatives to discuss comments from the Art Selection Committee to further refine the design concepts. At that meeting, the design team and ARTIST will provide more specific design requirements for the Final Design Documents. Thereafter, ARTIST will also meet with the Project architect representative to confirm the format of Final Design Documents.

The ARTIST shall respond in writing, within 5 working days, to comments from the Art Selection Committee and any other entity that comments on preliminary designs prepared by ARTIST. The ARTIST shall prepare the Final Design Documents and provide them to SBCTA and OMNITRANS staff for final approval prior to SBCTA providing the Final Design Documents to the shelter fabricator selected by SBCTA to fabricate and install the Artwork. The Parties will establish a mutually agreeable schedule for the review and submission process for the Final Design Documents.

The Artwork shall be installed by SBCTA's construction contractor with other improvements as part of the Project and will be maintained by OMNITRANS in accordance with an Operations and Maintenance Agreement between OMNITRANS and the local municipality.

Throughout the process identified above, the ARTIST shall attend meetings with SBCTA and OMNITRANS and the Project design team representatives from the Project as reasonably necessary.

B. DELIVERABLES

The Final Design Documents deliverables to be prepared by ARTIST for this Project shall include the following:

Phase I

Deliverables: One (1) color rendering of the design concept that shows all sides of the utility boxes to be covered by the artwork. This can be provided to in PDF format for review with the design team.

Updated statement of design submitted.

To be completed by: [DATE]

Phase II

Final Design Documents in a digital format. This shall include:

- Electronic file format of utility boxes design in accordance with specifications outlined in the bid package for the project
- 300 DPI JPEG of each image for all sides of the utility boxes
- Updated ARTIST Statement
- Minimum 11" x 17" color printed image of design to be applied to all sides of the utility boxes

Presentation materials of Final Design Documents and support materials for presentation to SBCTA and OMNITRANS for final approval.

To be completed by: [DATE]

II.

PROGRESS PAYMENTS AND COMPLETION

A. FEES AND METHOD OF BILLING

1. ARTIST shall receive a fee Not-To-Exceed Five Thousand Dollars (\$5,000), paid in accordance with the schedule set forth below.

2. Payment to ARTIST as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.

3. ARTIST shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA'S contract number, description and task order 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 include request for payment for Work (including additional services authorized by SBCTA) completed by ARTIST during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to ARTIST. Any costs incurred by ARTIST in connection with the resubmission of a proper invoice shall be at ARTIST'S sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address: ap@gosbcta.com

4. ARTIST shall include a statement and release with each invoice, satisfactory to SBCTA, that ARTIST has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of ARTIST for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to ARTIST until ARTIST furnishes such statement and release.

5. Payment Schedule:

1. \$2,500 upon completion of Phase I (as described in Section I.B)
2. \$2,500 upon completion of Phase II (as described in Section I.B)

6. Should ARTIST fail to timely deliver the deliverables specified in Section I.B, unless excused as provided in Section II.B., below, ARTIST shall return to SBCTA all sums previously paid.

B. PROGRESS OF WORK

SBCTA and OMNITRANS, or their representatives, shall have the right to inspect progress of the ARTIST'S drawings upon reasonable notice to ARTIST.

C. DATE OF DELIVERY; FORCE MAJEURE

The Final Design Documents shall be delivered and ready for presentation to SBCTA and OMNITRANS no later than [DATE]. In the event that ARTIST reasonably expects a delay, ARTIST shall inform SBCTA in writing. The completion and delivery date shall be extended if SBCTA determines, in its sole discretion, the circumstances warrant an excusable delay. Excusable delays may include, but are not limited to, illness of ARTIST preventing progress of the Work, 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, or other catastrophic events which are beyond the reasonable control of ARTIST and which ARTIST could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of ARTIST to perform or any other reason due solely to the acts or omissions of ARTIST.

III.

COPYRIGHT AND OWNERSHIP AND USE OF FINAL DESIGN DOCUMENTS

A. RIGHTS IN ARTWORK DESIGN AND ARTIST'S SUBMITTALS

1. Copyright: ARTIST shall retain all copyright to drawings, documents, and studies developed by ARTIST, as well as the Artwork itself.
2. ARTIST grants a royalty-free, non-exclusive and irrevocable license to OMNITRANS, SBCTA and the Federal Transit Administration ("FTA") to reproduce, publish or authorize others to use the drawings, documents, and studies developed by ARTIST including, but not limited to the Final Design Documents, as well as the Artwork itself, for the West Valley Connector Project.
3. ARTIST grants the right to SBCTA, OMNITRANS, and their authorized representatives to reproduce (such as photographs and prints), for noncommercial purposes (i.e., educational, public relations, arts promotional, etc.), the Artwork and Final Design Documents.
4. ARTIST grants the right to SBCTA and OMNITRANS to distribute reproductions to the public for non-commercial purposes, such as identified above.
5. ARTIST grants the right to SBCTA and OMNITRANS to incorporate the Artwork and Final Design Documents into any trademarks or service marks.
6. This Agreement does not grant any rights for commercial use of the Artwork design. Any such rights shall be negotiated by the Parties and the terms shall be established in a separate written agreement.
7. Notwithstanding any rights of ARTIST retained under this Agreement, ARTIST shall not duplicate the Artwork design without written consent of SBCTA and OMNITRANS.
8. Termination of ARTIST's Rights: ARTIST's rights terminate with death of ARTIST and do not extend to ARTIST's heirs, successors or assigns.

B. RIGHTS IN THE ARTWORK

1. Ownership: Title to the Artwork shall pass to SBCTA upon fabrication of the Artwork and to OMNITRANS upon final acceptance of the Project. SBCTA and OMNITRANS reserves the right to donate, transfer, or sell the Artwork, or any portion thereof.

2. Display: SBCTA and OMNITRANS shall have the exclusive right to publicly display the Artwork and to loan the Artwork to others for purpose of public display.
3. Reproductions and Adaptations: ARTIST grants SBCTA and OMNITRANS a license to generate reproductions (e.g., photographs and prints), including three-dimensional reproductions, for noncommercial purposes (e.g., educational, public relations, arts promotional, etc.) Examples of such reproductions for noncommercial purposes may include: books, slides, postcards, posters, tee-shirts, mugs and calendars; reproductions in art magazines, art books, newspapers, videos, film and other visual media of whatever kind; reproductions in or on world wide web sites, internet sites and other electronic media; and reproductions for advertising purposes. Reproductions shall contain a credit to the ARTIST and a copyright notice.
4. ARTIST Credit: All references to, and all reproductions or adaptations of, the Artwork will credit the Artwork to the ARTIST, unless ARTIST requests to the contrary in writing.
5. ARTIST's Commitments: ARTIST shall not duplicate the Artwork design without SBCTA and OMNITRANS' written consent.
6. Future Removal, Relocation or Modification: SBCTA and OMNITRANS shall have the right to remove the Artwork from the site and relocate it to another site.
7. Repairs and Restoration: OMNITRANS shall have the right to determine when and if repairs and restorations are needed. If OMNITRANS makes repairs or restoration not approved by ARTIST, ARTIST shall have the right to sever its association with the Artwork upon written notice to OMNITRANS.
8. Termination of ARTIST's Rights: ARTIST's rights terminate with death of ARTIST and do not extend to ARTIST's heirs, successors or assigns.
9. Notice of Claims: ARTIST shall give SBCTA and OMNITRANS 120 days' written notice prior to asserting any claim pertaining to the Artwork.
10. The right of SBCTA and OMNITRANS to incorporate the Artwork into any trademark or service marks to be utilized by the grantee and to register the same in accordance with state or local law.

IV. WARRANTIES

ARTIST hereby represents and warrants for the benefit of SBCTA and OMNITRANS that the Final Design is ARTIST's own creative original product, free of all copyright and legal obligations, and that ARTIST will take no voluntary action to cause such representation to become untrue in any material respect from the date of this Agreement to the date that the Work is installed and accepted by the SBCTA and OMNITRANS.

V.
INSURANCE

Not required for this agreement.

VI.
INDEMNIFICATION AND HOLD HARMLESS

Artist agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless the Federal Transit Administration, SBCTA, OMNITRANS, Parsons and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability ("Claims") arising out of Artist's negligent acts, omissions or willful misconduct in performance of this Agreement or Artist's violation of any proprietary rights, copyrights or right of privacy of any person and for any costs or expenses incurred by Indemnitees on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. Artist's indemnification obligation applies to Indemnitees' "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.

VII.
GOVERNING LAW

This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws principles. This Agreement shall be deemed to have been made in the County of San Bernardino, California, regardless of the order of the signatures of the Parties affixed hereto. Any litigation which arises under or in connection with this Agreement shall be conducted in a federal or state court located within or for San Bernardino County, California. The Parties consent to the personal jurisdiction and venue in federal or state court located within or for the County of San Bernardino, California and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.

VIII.
DISPUTE RESOLUTION

In the event of a dispute, claim or controversy arising from or in relation to this Agreement, the Parties agree to undertake good-faith attempts to resolve said dispute, claim or controversy within seven (7) calendar days after the receipt of written notice from the Party alleging that a dispute, claim or controversy exists. The Parties additionally agree to cooperate with one another in scheduling negotiation sessions. However, if said matter is not resolved within 30 calendar days after conducting the first negotiation session, any Party may then request that the matter be submitted for mediation.

If a Party requests that an unresolved dispute, claim or controversy be submitted to mediation, the Parties agree to undertake good-faith efforts to settle the dispute through non-binding mediation administered by JAMS pursuant to its Comprehensive Mediation Rules and Procedures.

Compliance with the provisions of this section shall be a condition precedent to any legal action, provided that nothing herein shall limit the Parties' right to terminate this Agreement pursuant to this Agreement.

The Parties agree to share in equal parts the fees of the mediator, and all costs associated with mediation; provided, however, each Party shall be responsible for its own legal costs, including attorneys' fees and the costs associated with experts.

IX.

ARTIST NOT AN AGENT OF SBCTA and OMNITRANS

Nothing contained in this Agreement shall constitute or be deemed or construed to constitute a partnership or other fiduciary relationship between, or a joint venture by, SBCTA and OMNITRANS and the ARTIST, nor shall any Party hereto be deemed to be the agent or legal representative of any other Party. In accordance with this Agreement, ARTIST shall not represent ARTIST as a partner, fiduciary, joint venture, agent or legal representative of SBCTA or OMNITRANS, and shall have no right, power or authority to make any contract or other agreement, assume or create any obligation or responsibility (express or implied) on behalf of or in the name of the SBCTA and OMNITRANS or to bind SBCTA and OMNITRANS in any way except as expressly provided herein, and SBCTA and OMNITRANS shall not be liable for any representation, act or omission of ARTIST that is contrary to the provisions hereof. This Agreement shall not be deemed to give any right or remedy to any third party; however, OMNITRANS may grant such right or remedy to a third party in a separate writing.

X.

TERMINATION

SBCTA may terminate this Agreement at any time, in its sole discretion, by giving ARTIST written notice of such termination, and if it does so, SBCTA will pay ARTIST only for the Work ARTIST has actually performed through the date of termination, and for which ARTIST has not already been paid. The sum of all payments made to ARTIST under this Agreement shall not exceed the Agreement Price. There shall be no payment for anticipated profit or overhead on Work not performed. Upon termination, SBCTA and OMNITRANS will have no right to use any aspect of the Artwork (defined in Section i) to prepare final works of art or to provide it to another artist to do so.

XI.

ENTIRE DOCUMENT

This Agreement constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Agreement, are superseded except to the extent that they have been expressly incorporated into this Contract.

No changes to this Agreement shall be binding unless in a writing signed by all Parties.

XII.
COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when made not during regular business hours; or (c) the fourth business day following deposit of such notice into the United States Mail, sent certified, return receipt requested. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. ARTIST shall notify SBCTA and OMNITRANS of any contact information changes within ten (10) business days of the change.

To Artist	To SBCTA
	1170 W. 3rd Street, 2nd Floor
	San Bernardino, CA 92410-1715
Attn:	Attn:
Email:	Email:
Phone:	Phone: (909) 884-8276
2nd Contact:	Copy: Procurement
Email:	Email: procurement@gosbcta.com

To OMNITRANS
Attn:
Email:
Phone:
Email:

XIII.
GRATUITIES

ARTIST shall not offer or give to any officer, official, agent or employee of SBCTA or OMNITRANS any gift, entertainment, payment, loan, or other gratuity.

XIV.
NONDISCRIMINATION

During the term of this Agreement, ARTIST shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability medical condition, genetic information gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. ARTIST agrees to comply with the provisions of Title VI of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C sec. 6102, section 202 of the Americans With

Disabilities Act of 1990, 42 U.S.C. sec. 12132 and Federal transit law at 49 U.S.C. sec. 5332, and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. In addition, CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

XV.
SURVIVAL

All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement including, but not limited to, Section III.A and Section III.B, related to rights in the Artwork, and the indemnification provisions contained in Section VI shall survive any such expiration or termination.

XVI.
EFFECTIVE DATE

The date that this Agreement is executed by SBCTA and OMNITRANS shall be the Effective Date of the Agreement.

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

**SIGNATURE PAGE
TO
ARTIST AGREEMENT FOR WVC BRT Project**

IN WITNESS WHEREOF, SBCTA, OMNITRANS and the ARTIST have executed this Agreement.

(ARTIST Name)

Date

San Bernardino County Transportation Authority

Raymond W. Wolfe
Executive Director

Date

Approved as to form:

Julianna K. Tillquist
General Counsel

Date

OMNITRANS

(Name of Signer)
Title

Date

Exhibit 1
Stations Where Artwork Will Be Installed

(Pages to follow)

Minute Action

AGENDA ITEM: 13

Date: *October 6, 2021*

Subject:

Operators Transportation Development Act Triennial Performance Audits for Fiscal Year 2017/18 - 2019/2020

Recommendation:

Receive the Transportation Development Act Triennial Performance Audit Reports for Fiscal Years 2017/2018 through 2019/2020 for the Mountain Area Regional Transit Authority, Morongo Basin Transit Authority, City of Needles - Needles Area Transit, Omnitrans and Victor Valley Transit Authority.

Background:

In order to continue receipt of Transportation Development Act (TDA) funding, the California Public Utilities Code (PUC) Sections 99246(a) and 99248 require that San Bernardino County Transportation Authority (SBCTA) designate an entity, other than itself, to perform triennial performance reviews on each of the transit operators that receive TDA funding, including SBCTA. These audits are subsequently submitted to the California Department of Transportation (Caltrans).

On October 7, 2020, the SBCTA Board of Directors approved Contract No. 20-1002431 with Michael Baker International to conduct the triennial performance reviews of SBCTA and the following transit operators/claimants: Mountain Area Regional Transit Authority (Mountain Transit), Morongo Basin Transit Authority (MBTA), City of Needles - Needles Area Transit (NAT), Omnitrans and Victor Valley Transit Authority (VVTA).

Attachment A is the executive summary for each bus transportation operator's Fiscal Year (FY) 2017/2018-2019/2020 Triennial Performance Audit, which includes a review of compliance with TDA requirements, status of prior audit recommendations, and a functional review. The complete audits are being provided as support material to this agenda item. Below is the summary by agency of the prior audit recommendations, status and the current FY2017/2018 through 2019/2020 audit recommendations.

Mountain Area Regional Transit Authority (Mountain Transit)

Prior Audit Recommendations and Status

1. Use the TDA guidelines when calculating full-time employee (FTE) equivalents.

Status: Not Implemented. Carried forward in this audit for implementation.

Status: When queried about how annual employee labor hours and personnel are calculated, it was discovered that Mountain Transit used the federal standard of 2,080 hours instead of the TDA standard of 2,000 hours. The calculation of FTEs accounts for operations staff, maintenance, and management personnel. The FTE data are derived by dividing total annual employee hours by 2,000 according to PUC guidelines. It is recommended that Mountain Transit determine the annual personnel hours worked and divide the total by 2,000 annual hours to arrive at the correct FTE figure.

Entity: San Bernardino County Transportation Authority

2. Use allowable TDA provisions to improve farebox recovery.

Status: Implemented

Mountain Transit boosted local revenue generation efforts during the audit period. The audited annual financial reports identify and incorporate local revenues toward the farebox, such as Measure I, and as allowed by SBCTA. To that end, Mountain Transit has supported local revenues through the sale of retired and disposed vehicles; application and award of Low Carbon Transit Operations Program (LCTOP) funding to subsidize free fare promotions and successful partnerships with local ski resorts. In addition, Mountain Transit implemented an advertising program in mid-FY 2020. Big Bear Guides was awarded the contract to sell ads on Mountain Transit buses in December 2019.

3. Consider revenue subsidy agreements with local colleges and universities.

Status: Partially Implemented

This recommendation was partially implemented from the standpoint that Mountain Transit held discussions with the college regarding a pass program before having to cancel the route. It is further suggested that based on successes with partnerships formed between Mountain Transit and both public and private entities for services, the transit agency should continue to pursue revenue type agreements with other local and regional institutions that help stabilize local revenue share.

4. Continue collaborative efforts with the City of Big Bear Lake and other local agencies on infrastructure improvements.

Status: Implemented

Auditor Comments: During the audit period, Mountain Transit has taken concerted efforts to further infrastructure improvements to better accommodate its services. One of the key infrastructure improvements pursued has been a bus turnout on Big Bear Boulevard (State Route 18) adjacent to the Stater Bros Shopping Center. Mountain Transit worked collaboratively with Caltrans on securing the necessary encroachment permit needed to begin work on the turnout in front of Stater Bros, as well as with Stater Bros management and the City of Big Bear Lake to bring this project to completion.

Current Recommendations

1. Calculate full-time employee equivalents using TDA definitions.

Auditors Comments: This recommendation is being carried over from the prior audit for full implementation. An auditor review of the FTE equivalent data reported in the Transit Operators Financial Transactions Reports revealed an incorrect calculation for both service modes. The employee data reported in the FY 2018 State Controller Report showed 19 FTEs for the motor bus mode and 14 FTEs for the demand-response mode. In the FY 2020 report, there are 23 FTEs reported for the motor bus mode and 23 FTEs for the demand-response mode. The FTE data appear to reflect a headcount rather than the total annual labor hours divided by 2,000. Mountain Transit does track the labor hours for each employee annually on an Excel spreadsheet. Driver trip manifests can also be utilized to calculate labor hours by service mode. These sources should enable the agency to conform to the FTE definition.

2. Ensure timely completion and submittal of the Transit Operators Financial Transactions Report to the State Controller.

Auditor Comments: In the compliance review section, it was found that Mountain Transit submitted its Transit Operators Financial Transactions Reports to the State Controller after the statutory deadline for a few years during the audit period. Pursuant to PUC Section 99243, the report is due within seven months after the end of the fiscal year, which is on or before January 31. The submission of reports to the State Controller in a timely manner will further demonstrate Mountain Transit's proactive approach to compliance with state reporting instructions.

3. Continue pursuit of potential revenue agreements and cooperative partnerships as part of resetting Mountain Transit Operations.

Auditor Comments: A prior audit recommendation suggested that Mountain Transit pursue revenue subsidy agreements with local colleges and universities as a means to support farebox recovery and boost ridership. This was prompted by the launch of Route 13, an Off the Mountain (OTM) service which operated between Big Bear and Victorville and had Victor Valley College as one of its timepoints. According to Mountain Transit staff, the period prior to and during the COVID pandemic provided the agency an opportunity to reset its course of service delivery and to further engage with the larger community in providing needed transportation services. Multiple examples of such agreements with both public and private entities were cited such as with the Rim of the World School District and Big Bear Mountain resort. Given the status and current uncertainties with public transit in general, Mountain Transit's active partnerships help stabilize operations and provide more steady revenue streams while providing more visibility to the service. We applaud the agency's approach towards building local and regional partnerships that have become a viable aspect of transit systems, and are further recommending their continued pursuit of these types of engagements.

Morongo Basin Transit Authority (MBTA)

Prior Audit Recommendations and Status

1. Review opportunities for increasing local revenue to boost farebox recovery.

Status: Implemented

MBTA boosted local revenue generation efforts during the audit period. The audited annual financial reports identify and incorporate local revenues toward the farebox, and as allowed by SBCTA. To that end, MBTA has supported local revenues through the sale of retired and disposed vehicles; application and award of Low Carbon Transit Operations Program (LCTOP) funding to cover the federal match to operate the RoadRunner Shuttle Service to the Joshua Tree National Park; and receipt of LCTOP funding award to subsidize the fares for Copper Mountain College students for two consecutive cycles (FY 2019/20 and FY 2020/21).

2. Update Performance Monitoring contained in the Short Range Transit Plan (SRTP).

Status: Implemented

MBTA released a Request for Proposals in October 2018 for the development of a SRTP for FYs 2020-2024. The SRTP scope of work included the modification of service policies, goals, and objectives, including performance standards by which to measure current and future performance. The SRTP, adopted in June 2020, provides preferred outcome metrics summarized as active indicators of dynamic performance of system functions, such as transportation operations, maintenance, and administration.

3. Consider implementation of enhanced electronic and mobile trip planning tools.

Status: Implemented

In FY 2019/20, MBTA went through an expansive marketing campaign that included the redevelopment of its current website. This redevelopment included a more user-friendly interactive map that included an update to its GIS platform, which complements the implementation of a trip planner (www.mbtabus.com). MBTA has been involved in the procurement efforts of this technology. The recent events attributed to the COVID-19 pandemic has slowed the progression due to the 60 percent reduction in ridership.

4. Explore additional Compressed Natural Gas (CNG) fuel sales to the public.

Status: Implemented

MBTA has kept its CNG fueling prices competitive in the area. MBTA ensures that the equipment continues to be operational and accessible to the general public. Burrtec Waste Management, County of San Bernardino (Public Works), and City of Twentynine Palms have an account set up with MBTA to purchase fuel.

Current Recommendations

1. Ensure accident, incident and road call data are reported in TransTrack Manager.

Auditor Comments: MBTA has been proficient in its utilization of TransTrack Manager in the reporting of system performance metrics. While reportable accident data are reported in the National Transit Database (NTD), they did not get transferred into TransTrack. In addition, although the incidents of road calls were negligible during the audit period, they were not reported. It is suggested that data for these vehicle performance categories be included in TransTrack.

2. Consider merits of procuring new fleet management software that would be compatible with other programs used by MBTA.

Auditor Comments: MBTA's maintenance department appears to run efficiently and effectively. Systems have been in place to ensure that vehicles are serviced within the regularly scheduled intervals. The lead technician/shop supervisor has been quite resourceful in streamlining maintenance practices and ensuring that parts are ordered as needed. The Zonar electronic fleet management system is used for pre-trip and post-trip inspections, whereas the Fleet Controller program is used to track vehicle service history and flag those ready for preventive maintenance inspections. As part of the Fleet Controller program, the

Parts Controller module tracks parts inventory and generates purchase orders. The lead technician indicated the need to upgrade or replace the Fleet Controller program. With MBTA looking to adopt Zero Emissions Vehicle (ZEV) technologies, as well as upgrade other facets of its operations, it is suggested that MBTA consider the procurement of a new fleet management system.

3. Consult and collaborate with peer transit agencies regarding the implementation of ZEV technologies.

Auditor Comments: The SBCTA, in collaboration with the Center for Sustainable Energy, released the *San Bernardino County Zero-Emission Vehicle Readiness and Implementation Plan* in August 2019. The ZEV Plan inventories current ZEV infrastructure and usage in San Bernardino County and projects future demand and infrastructure requirements. In response to the ZEV Plan, MBTA has been gathering data in order to discern the best type of ZEV to procure, which will in turn determine the type of charging infrastructure required. MBTA has submitted an LCTOP grant application for the procurement of a battery electric van. A query of peer agencies that have embarked on the implementation of ZEV technologies could prove helpful in the evaluation process. Those peer agencies would include neighboring transit systems such as SunLine and VVTA.

City of Needles - Needles Area Transit (NAT)

Prior Audit Recommendations and Status

1. Review opportunities for increasing local revenue to boost farebox recovery.

Status: Implemented

The City of Needles (City) has been utilizing available local support revenues allocated to transit services including Measure I. During the audit period, the City investigated the possibility of generating revenue from the placement of advertising space on buses and bus shelters. The sales of capital assets (surplus vehicles) go back into the applicable transit fund revenues. There are currently no fare revenue agreements; however, the NAT single boarding pass and NAT 30-punch pass, along with the Dial-A-Ride ticket, are used by County social service agencies and local businesses to provide to their clientele in lieu of individual fare payments.

2. Consider implementation of electronic and mobile trip planning tools.

Status: Partially Implemented. Carried forward in this audit for implementation.

The City implemented the Google Transit trip planner on the transit page of the City's website in June/July 2018 as part of the transit marketing campaign funded through an LCTOP grant. However, in mid to late 2019, a new City website was created and went live without the Google Transit trip planner feature being transferred. As of this report, the Google Transit trip planner has yet to be restored on the transit page of the City's website. It is recommended that staff work to reestablish the trip planning tools as well as a Google Translate widget feature for non-English-speaking users.

Current Recommendations

1. Ensure timely completion and submittal of the Transit Operators Financial Transactions Reports to the State Controller.

Auditor Comments: In the compliance review section, it was found that the City submitted its Transit Operators Financial Transactions Reports to the State Controller after the statutory deadline during all three years of the audit period. Pursuant to PUC Section 99243, the report is due within seven months after the end of the fiscal year, which is on or before January 31. The submission of reports to the State Controller in a timely manner will further demonstrate the City's proactive approach to compliance with state reporting instructions.

2. Ensure key performance indicators such as accidents, incidents, road calls, and deadhead service data are reported in TransTrack Manager.

Auditor Comments: The City has been proficient in its utilization of TransTrack Manager in the reporting of system performance metrics. However, data for some performance categories such as miles between NTD reportable accidents, number of reportable accidents, system failures, and road calls are not reported in TransTrack. While reportable accident data are reported in the NTD, they did not get transferred into TransTrack. It is suggested that data for these vehicle performance categories be included and monitored in TransTrack.

3. Reinstate the Google transit trip planning tool on the City's web page.

Auditor Comments: This recommendation is being carried forward in this audit for full implementation. It is recommended that staff work to reinstate the Google Transit trip planner as well as a Google Translate widget feature for non-English-speaking users.

Omnitrans

Prior Audit Recommendations and Status

1. Show farebox calculation in audited financial reports.

Status: Implemented

In response to this recommendation, the fiscal auditor who prepares and certifies the Omnitrans Comprehensive Annual Financial Report (CAFR) began including the farebox calculation in the FY 2018 report. The calculation is presented as part of TDA assistance discussion under Note 3 of the CAFR. The farebox calculation is broken down by service mode (general transit and special transit) and details the passenger revenue, local Measure I operating subsidy, and operating cost and the resulting farebox recovery ratio.

2. Identify auxiliary sources of revenue to support farebox recovery and cover operating costs.

Status: Implemented

Omnitrans has been actively analyzing non-traditional sources of revenues to support and sustain its farebox. Local Measure I funding has been a helpful and reliable source in boosting the farebox recovery. Omnitrans generates revenue from advertising space and entered into a new advertising revenue contract, which is monitored to ensure that the vendor maximizes sales potential. The agency has also explored development opportunities on Omnitrans-owned property at the San Bernardino Transit Center in partnership with the City of San Bernardino. In addition, the infusion of federal Coronavirus Aid, Relief, and San Bernardino County Transportation Authority

Economic Security (CARES) Act funding has enabled Omnitrans to defer local revenues to outer years.

3. Continue to implement and optimize technologies.

Status: Implemented

The FY 2019 Omnitrans Management Plan has, as one of its strategic plan goals, improved customer service experience through new technology and applications and services. Omnitrans designated the Transit App as its official mobile app, which is used in conjunction with the Token Transit mobile ticketing app. The Transit App is used to disseminate messaging and real-time route data. Since the onset of the COVID-19 pandemic, there has been an increased reliance on technology, from route and schedule information to contactless fare payment solutions. In addition, the Omnitrans website was redesigned and streamlined in 2020 to facilitate ease of use and information access. Enhancements included the addition of Google Maps route integration and informational iconography.

Current Recommendations

1. Continue pursuit of potential revenue agreements and cooperative partnerships as part of Omnitrans revenue enhancement strategy.

Auditor Comments: Omnitrans has recently proposed the implementation of a free fare pilot for primary and secondary school students. The pilot would be similar to the GoSmart college program that the agency has in partnership with local community colleges and California State University, San Bernardino (CSUSB). The GoSmart pass allows for free rides on the Omnitrans fixed-route system. Given the success of the GoSmart pass, Omnitrans is encouraged to pursue such an arrangement with local primary and secondary school districts as well as other local institutions that benefit from Omnitrans ridership.

2. Continue evaluation of technology solutions and integration of administrative and operational functions.

Auditor Comments: During the course of the auditors' site visit and staff interviews, observations were made regarding the agency's embracing of technology to improve service delivery efficiency and effectiveness. Significant investments in technology have been made over time to improve both internal and customer-facing interfaces. Additional technology platforms could help further increase work productivity and connect existing systems.

Victor Valley Transit Authority (VVTA)

Prior Audit Recommendations and Status

1. Improve on-time performance.

Status: Implemented

Effective October 2018, National Express became VVTA's operations and maintenance contractor. During negotiations, VVTA was successful in raising operator wages from minimum wage to a starting rate of \$14.25 per hour. This measure was thought to improve the 32 percent retention rate that the former contract operator had faced for several years as well as help improve the 86 percent on-time performance (OTP) rate by retaining seasoned operators. Also, with the implementation of new automated vehicle locator (AVL) system software, OTP can be tracked in real time. This allows operations staff to become proactive

when issues arise. Planning staff are able to identify and resolve OTP issues by analyzing this data and implementing service changes to improve OTP.

2. Develop additional key performance indicators to report organization efficiencies.

Status: Implemented

In response to this recommendation, VVTA pursued the adoption of appropriate additional Key Performance Indicators (KPIs) to demonstrate internal efficiencies for staff productivity by researching peer transit agencies and external sources, such as the American Bus Benchmarking Group and Transit Cooperative Research Program (TCRP), to determine the best measures for the agency. VVTA has restructured its Operations Department to further efficiencies. A director of operations is now in place and oversees contract compliance, marketing, route planning, and information technology services.

3. Conduct succession planning.

Status: Implemented

VVTA has implemented a six-step succession plan process. The succession plan and the completed trainings highlight the processes for increasing the availability of experienced and capable employees who are prepared to assume executive roles as they become available. In FY 2019/20, the VVTA Board of Directors approved departmental restructuring by hiring five new qualified positions and replacing three old positions. The new hires started in July 2020 and provide support to the Grants, Operations, Information Technology and Finance Departments. This succession planning and restructuring process provides better efficiencies and productivity to all VVTA departments.

Current Recommendations

1. Calculate FTE equivalents using TDA definitions.

Auditor Comments: An auditor review of the FTE equivalent data reported in the Transit Operators' Financial Transactions Reports revealed an incorrect calculation for both service modes. The system-wide FTE figure for FY 2019 appears to reflect a headcount in comparison to the FTEs reported for the other audit years, since the number of system-wide FTEs increased from 113 in FY 2018 to 267 (209 for fixed-route and 58 for demand-response) in FY 2019. Pursuant to the TDA statute, FTEs derived from the total annual labor hours divided by 2,000. VVTA does track the labor hours for each employee annually that is reported in TransTrack and exported to an Excel spreadsheet. Driver trip manifests can also be utilized to calculate labor hours by service mode. These sources should enable the agency to conform to the FTE definition.

2. Continue pursuit of potential revenue agreements and cooperative partnerships as part of VVTA's revenue enhancement strategy.

Auditor Comments: In May 2018, VVTA's Consolidated Transportation Services Agency (CTSA) director and staff met with the Board of Trustees at Barstow Community College regarding the implementation of a bus pass program similar to the College Ram Pass program with Victorville Valley College (VVC). Due to Barstow's disadvantaged area designation, VVTA believed that the college could qualify for grant funding that would

subsidize such a pass. Barstow Community College declined to pursue a student pass subsidy agreement with VVTA. However, VVTA recently entered into a similar agreement with CSUSB effective August 2021. Given the success of the College Ram Pass and its recent agreement with CSUSB, VVTA is encouraged to pursue other arrangements with other local institutions and organizations that benefit from VVTA ridership. Given the status and current uncertainties with public transit in general, VVTA's active partnerships help stabilize operations and provide more steady revenue streams while providing more visibility to the service. We applaud the agency's approach towards building local and regional partnerships that have become a viable aspect of transit systems and are further recommending their continued pursuit of these types of engagements.

Financial Impact:

This item has no financial impact on the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item was received by the Transit Committee on August 12, 2021.

Responsible Staff:

Nancy Strickert, Transit Program Manager

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

FY 2018–2020 TRIENNIAL PERFORMANCE AUDIT

Attachment A



MOUNTAIN TRANSIT



August 2021

Submitted to:

**San Bernardino
County Transportation
Authority**

Submitted by:

Michael Baker
INTERNATIONAL

Attachment: Attachment A FY 2018_20 TDA Performance Audit Transit Operators (7969 : Operators TDA Performance Audits)

Executive Summary

The San Bernardino County Transportation Authority (SBCTA) engaged Michael Baker International (Michael Baker) to conduct the Transportation Development Act (TDA) triennial performance audit of the five public transit operators under its jurisdiction. The performance audit serves to ensure accountability in the use of public transportation revenue. This performance audit is conducted for Mountain Area Regional Transit Authority (Mountain Transit), covering the most recent triennial period, fiscal years 2017-18 through 2019-20.

The audit includes a review of the following areas:

- Compliance with TDA Requirements
- Status of Prior Audit Recommendations
- Transit System Performance Trends
- Detailed Functional Review

From the review, recommendations were developed to improve the operational efficiency and effectiveness of Mountain Transit.

Compliance with TDA Requirements

Of the nine compliance requirements pertaining to Mountain Transit, the operator fully complied with seven requirements. The operator was partially compliant regarding the timely submittal of its Transit Operators Financial Transactions Report to the State Controller and calculation of full-time employee equivalents. Two additional compliance requirements did not apply to the operator (i.e., blended and urban farebox recovery ratios).

Status of Prior Audit Recommendations

Mountain Transit satisfactorily implemented two out of four prior audit recommendations. The completed recommendations pertained to the use of local support funds to enhance farebox revenues and collaborative efforts with the City of Big Bear Lake and other local agencies on infrastructure improvements. One recommendation, pertaining to revenue subsidy agreements with local colleges and universities, was partially implemented from Mountain Transit's attempt to work with Victor Valley College on a pass program but was not finalized due to the discontinuation of Off the Mountain (OTM) Route 13. The recommendation pertaining to the calculation of full-time employee equivalents was not implemented and is carried forward in this audit for full implementation.

Transit System Performance Trends

1. Mountain Transit is held to a 10 percent minimum farebox recovery ratio. For the three-year audit period, the farebox recovery ratio was 12.56 percent in FY 2018; 13.37 percent in FY 2019; and 10.00 percent in FY 2020.¹ The average system-wide farebox recovery ratio was 11.98 percent during the triennial review period. Farebox ratios are audited figures from the TDA fiscal audits and include local support revenue such as Measure I.
2. Operating costs system-wide rose from the FY 2017 base year to FY 2020, increasing 27.5 percent using audited data. Fixed-route operating costs increased 18 percent whereas demand-response costs increased 66.8 percent using unaudited modal data. Per an average annual basis, costs increased 8.5 percent with the highest increase of 15.5 percent occurring in FY 2019. The higher costs are attributed to new service implementation and employee pay raises and benefit increases.
3. Ridership decreased by 2.6 percent system-wide from the FY 2017 base year to FY 2020. Fixed-route passenger trips remained relatively unchanged with a 0.4 percent increase; however, demand-response ridership decreased 26.9 percent. After a system-wide increase of 13.2 percent in FY 2018, there was an increase of 1.4 percent in FY 2019. In consideration of the COVID-19 pandemic impacts toward the latter part of FY 2020 and the adverse impacts on transit, system-wide ridership decreased 15.2 percent. Ridership increased 4.1 percent in the second quarter of FY 2020, followed by a 19.7 percent increase in the third quarter, and 63.5 percent decrease in the fourth quarter, when the statewide shelter-in-place order was in full effect.
4. Operating cost per passenger, an indicator of cost effectiveness, increased 30.9 percent system-wide, an indicator showing that operating costs have increased at a higher rate than passenger trips. Cost per passenger increased 17.5 percent on fixed route yet increased 128.3 percent on the demand-response service. Fixed-route trips remained relatively flat compared to the 18 percent increase in operating costs. In consideration of the pandemic toward the latter part of FY 2020 and the adverse impacts on transit, system-wide cost per passenger was \$20.53 in the first quarter of FY 2020, \$20.98 in the second quarter, \$16.55 in the third quarter, and \$49.32 in the fourth quarter, when the statewide shelter-in-place order was in full effect. The average cost per passenger in FY 2020 was \$26.85.
5. Operating cost per hour, an indicator of cost efficiency, increased 33.4 percent system-wide based on audited cost data. In contrast, the indicator increased 21.4 percent on the fixed route yet increased 82.9 percent on demand response based on unaudited modal cost data.

¹ It is noted that the audited farebox ratio in FY 2020 was adversely impacted from the COVID-19 pandemic and state shelter-in-place order. Local funds (Measure I) were applied by the operator to supplement farebox revenues to satisfy the 10 percent fare ratio as permitted by Section 99268.19.

Vehicle service hours on the fixed route decreased 2.8 percent whereas operating costs increased 18 percent. For demand response, service hours decreased 8.8 percent while operating costs increased 66.8 percent. In consideration of the COVID-19 pandemic impacts toward the end of FY 2020, system-wide cost per hour was \$89.64 in the first quarter, \$100.07 in the second quarter, \$97.41 in the third quarter, and \$138.38 in the fourth quarter, when the statewide shelter-in-place order was in full effect. The average cost per hour in FY 2020 was \$106.38.

6. Passengers per hour, which measures the effectiveness of the service delivered, increased 1.9 percent system-wide from 4.5 passengers in the FY 2017 base year to 4.6 passengers in FY 2020. This indicator for the fixed-route mode increased 3.3 percent whereas for demand response there was an approximate 21 percent decrease. The number of passenger trips per hour peaked at 4.8 passengers system-wide and 5.7 passengers on the fixed route during FY 2018. During FY 2020, passengers per hour were 4.4 in the first quarter, 4.8 in the second quarter, 5.9 in the third quarter, and 2.8 in the fourth quarter, when the statewide shelter-in-place order was in full effect. The average number of passengers per hour in FY 2020 was 4.5 passengers.

Detailed Functional Review

1. Mountain Transit deepened its relationship with the local winter resort industry. Its seasonal Route 9 has benefited from the partnership with the Big Bear Mountain Resort. The agency operates service to the local ski resorts during the winter season, approximately from mid-November to mid-April.
2. Mountain Transit implemented OTM service between Big Bear and Victorville, effective March 1, 2018. OTM Route 13 was composed of three bi-directional trips Monday through Friday and two bi-directional trips on the weekend. Due to lower than expected ridership demand, Route 13 was eventually discontinued on April 26, 2019.
3. In 2018, Mountain Transit received a request from the RIM School District to provide service for their students impacted by Caltrans construction on the Crestline Dam. Mountain Transit ran service three times per day, picking up approximately 170 to 220 students per week. The County of San Bernardino covered the cost of providing the service.
4. Mountain Transit implemented a mobile-based dispatching software system. The Star TrakGPS allows for real-time GPS tracking of buses from a mobile tablet. Mobile tablets can also categorize each passenger. The software went live in November 2017 after a challenging implementation process.
5. In July 2020, Mountain Transit implemented the mobile ticketing platform, Token Transit. Token Transit is a free app that allows riders to purchase their bus passes on their smartphones using a credit or debit card. The app displays a digital pass on the rider's phone screen, which is shown to the driver as the passenger boards the bus.

6. In August 2019, an electrical fire broke out at the Crestline facility located at 621 Forest Shade Road. The exterior and some of the interior office space sustained damage. In the wake of the fire, Mountain Transit initiated plans to rebuild and upgrade the Crestline facility. The two-story design increases parking stalls and includes a bus washing station, required ADA access, solar panels on covered bus parking, and ample room for electric charging stations.
7. Mountain Transit implemented an advertising program in January 2020. Big Bear Guides was awarded the contract to sell ads on the bus exteriors and shelters. The first paid bus advertisement secured by Big Bear Guides was purchased by the City of Big Bear Lake. Exterior advertising space is available on the bus shelters and on the vehicles.
8. Mountain Transit's long-time general manager gave notice to the Mountain Transit Board of Directors of her departure from the agency in March 2020. The assistant general manager assumed the role of interim general manager, then general manager effective April 18, 2020. This change in senior management created a vacancy of the position of assistant general manager, which will remain vacant under the agency's reorganization plan.

Recommendations

Performance Audit Recommendation	Background	Timeline
1. Calculate full-time employee equivalents using TDA definitions.	This recommendation is being carried over from the prior audit for full implementation. An auditor review of the full-time employee equivalent data reported in the Transit Operators Financial Transactions Reports revealed an incorrect calculation for both service modes. The employee data reported in the FY 2018 State Controller Report showed 19 FTEs for the motor bus mode and 14 FTEs for the demand-response mode. In the FY 2020 report, there are 23 FTEs reported for the motor bus mode and 23 FTEs. The FTE data appear to reflect a headcount rather than the total annual labor hours divided by 2,000. Mountain Transit does track the labor hours for each employee annually on an Excel spreadsheet. Driver trip manifests can also be utilized to calculate labor hours by service mode. These sources should enable the agency to conform to the FTE definition.	High Priority

Performance Audit Recommendation	Background	Timeline
2. Ensure timely completion and submittal of the Transit Operators Financial Transactions Report to the State Controller.	In the compliance review section, it was found that Mountain Transit submitted its Transit Operators Financial Transactions Reports to the State Controller after the statutory deadline for a few years during the audit period. Pursuant to Public Utilities Code Section 99243, the report is due within seven months after the end of the fiscal year, which is on or before January 31. The submission of reports to the State Controller in a timely manner will further demonstrate Mountain Transit's proactive approach to compliance with state reporting instructions.	High Priority
3. Continue pursuit of potential revenue agreements and cooperative partnerships as part of the resetting of Mountain Transit operations.	A prior audit recommendation suggested that Mountain Transit pursue revenue subsidy agreements with local colleges and universities as a means to support farebox recovery and boost ridership. This was prompted by the launch of Route 13, an Off the Mountain (OTM) service which operated between Big Bear and Victorville and had Victor Valley College as one of its timepoints. According to Mountain Transit staff, the period prior to and during the COVID pandemic provided the agency an opportunity to reset its course of service delivery and to further engage with the larger community in providing needed transportation services. Multiple examples of such agreements with both public and private entities were cited such as with the RIM School District and Big Bear Mountain resort. Given the status and current uncertainties with public transit in general, Mountain Transit's active partnerships help stabilize operations and provide more steady revenue streams while providing more visibility to the service. We applaud the agency's approach towards building local and regional partnerships that have become a viable aspect of transit systems, and are further recommending their continued pursuit of these types of engagements.	Medium Priority

FY 2018–2020 TRIENNIAL PERFORMANCE AUDIT



MORONGO BASIN TRANSIT AUTHORITY



August 2021

Submitted to:

**San Bernardino
County Transportation
Authority**

Submitted by:

Michael Baker
INTERNATIONAL

Executive Summary

The San Bernardino County Transportation Authority (SBCTA) engaged Michael Baker International (Michael Baker) to conduct the Transportation Development Act (TDA) triennial performance audit of the five public transit operators under its jurisdiction. The performance audit serves to ensure accountability in the use of public transportation revenue. This performance audit is conducted for Morongo Basin Transit Authority (MBTA, Authority), covering the most recent triennial period, fiscal years 2017-18 through 2019-20.

The audit includes a review of the following areas:

- Compliance with TDA Requirements
- Status of Prior Audit Recommendations
- Transit System Performance Trends
- Detailed Functional Review

From the review, recommendations were developed to help improve the operational efficiency and effectiveness of MBTA.

Compliance with TDA Requirements

Of the compliance requirements pertaining to MBTA, the operator fully complied with all nine requirements. Two additional compliance requirements did not apply to MBTA (i.e., rural/urban farebox recovery ratios).

Status of Prior Audit Recommendations

MBTA satisfactorily implemented the four prior audit recommendations. The completed recommendations pertained to reviewing opportunities for increasing local revenue to boost farebox recovery, updating performance monitoring contained in the SRTP, implementation of enhanced electronic and mobile trip planning tools, and the exploration of additional CNG fuel sales to the public.

Transit System Performance Trends

1. MBTA's farebox recovery ratio remained well above the required 10 percent standard despite a slightly downward trend that worsened because of the COVID-19 pandemic. For the three-year audit period, the farebox recovery ratio was 17.75 percent in FY 2018; 16.01 percent in FY

2019; and 10.00 percent in FY 2020.¹ The average system-wide farebox recovery ratio was 14.59 percent during the triennial review period. Farebox ratios are audited figures from the TDA fiscal audits and include local support revenue such as Measure I.

2. Operating costs system-wide increased by 11.6 percent using audited data from FY 2017 base year to FY 2020. Fixed-route operating costs increased by 26.5 percent while demand-response costs increased 23 percent using unaudited modal data. On an annualized basis, costs increased 3.7 percent, with the highest increase of 5 percent occurring in FY 2018. The higher costs are attributed to the Joshua Tree National Park service expansion as well as the 2 percent cost of living and employee wage adjustments.
3. After exhibiting modest increases in FY 2018 and FY 2019, system-wide ridership decreased 19.4 percent from the FY 2017 base year to FY 2020. The 19.8 percent decrease in fixed-route passenger trips mirrored the system-wide trend, whereas demand-response ridership decreased 13.4 percent. System-wide ridership increased 1 percent in FY 2018 and 2.1 percent in FY 2019. In consideration of the COVID-19 pandemic impacts toward the latter part of FY 2020 and the adverse impacts on transit, system-wide ridership decreased 21.9 percent. Ridership increased 1.4 percent in the second quarter of FY 2020, followed by a 7.8 percent decrease in the third quarter, and 39.6 percent decrease in the fourth quarter, when the statewide shelter-in-place order was in full effect.
4. Operating cost per passenger, an indicator of cost effectiveness, increased 38.5 percent system-wide from FY 2017 base year to FY 2020. Cost per passenger increased 57.8 percent on fixed route and increased by 42 percent on the demand-response service. The trend shows that costs have increased faster than the number of passenger trips due to the onset of the COVID-19 pandemic impacts in FY 2020. In consideration of the pandemic toward the latter part of FY 2020 and the adverse impacts on transit, system-wide cost per passenger was \$15.21 in the first quarter of FY 2020, \$13.50 in the second quarter, \$13.31 in the third quarter, and \$25.43 in the fourth quarter, when the statewide shelter-in-place order was in full effect. The average cost per passenger in FY 2020 was \$16.86.
5. Operating cost per hour, an indicator of cost efficiency, increased 13.8 percent system-wide from FY 2017 base year to FY 2020. The indicator increased 27.6 percent on fixed route and by 30.5 percent for Ready Ride demand response. The trends for both modes are reflective of the increase in operating costs versus the decrease in vehicle service hours. In consideration of the COVID-19 pandemic impacts toward the end of FY 2020, system-wide cost per hour was \$118.76 in the first quarter, \$108.01 in the second quarter, \$100.25 in the third quarter, and \$123.25 in the fourth quarter, when the statewide shelter-in-place order was in full effect. The average cost per hour in FY 2020 was \$112.57.

¹ It is noted that the audited farebox ratio in FY 2020 was adversely impacted from the COVID-19 pandemic and State Shelter-in-Place order. Local funds (Measure I) were applied by the operator to supplement farebox revenues to satisfy the 10 percent fare ratio as permitted by Section 99268.19.

6. Passengers per vehicle service hour, which measures the effectiveness of the service delivered, decreased by 17.9 percent system-wide from 8.6 passengers to 7.1 passengers from FY 2017 base year to FY 2020. The indicator for the fixed-route mode decreased by a comparable 19.2 percent whereas for demand response there was an 8.1 percent decrease. For both service modes, the rate of decline in passenger trips exceeds that for vehicle service hours. During FY 2020, passengers per hour were 7.8 in the first quarter, 8.0 in the second quarter, 7.5 in the third quarter, and 4.8 in the fourth quarter, when the statewide shelter-in-place order was in full effect. The average number of passengers per hour in FY 2020 was 7.0 passengers.

Detailed Functional Review

1. A cooperative agreement between the National Park Service and MBTA was executed on September 7, 2017, for MBTA to operate the RoadRunner Shuttle on a pilot basis through May 2019. One percent of the total annual park visitor attendance, or 28,000 trips, was the performance benchmark for the service. The two-year Joshua Tree National Park pilot program was branded the RoadRunner Shuttle, which commenced service on February 1, 2018.
2. MBTA applied the LCTOP funding toward a free fare program for Copper Mountain College students. Prior to the receipt of LCTOP funds, MBTA received an annual subsidy from Copper Mountain College that amounted to \$20,000 annually. Under that agreement, students were able to ride the fixed route for \$0.50 per ride.
3. MBTA is a non-union shop where employment is on an at-will basis despite a unionization effort that took place in 2015. The unionization effort prompted management to engage in more employee outreach. During the negotiation process, employees were able to identify gaps in benefits and policies. In response, MBTA revised the employee handbook to incorporate policies derived from the union negotiations. Benefit changes and wage increases are reflected in the FY 2017–18 budget.
4. MBTA commissioned an update to its SRTP in October 2018. The SRTP scope of work included the modification of service policies, goals, and objectives, including performance standards by which to measure current and future performance. The SRTP, adopted in June 2020, envisions a phased five-year transition plan to redesign existing transit services to better respond to the mobility expectations and preferences of service area residents, employees, and visitors. The plan builds on the historical success of cross-valley service operating for decades in the SR-62 corridor.
5. Marketing efforts during the audit period have been primarily directed to attracting new riders and Copper Mountain College students. New marketing initiatives have included an enhanced website, logo, social media presence, and bus stop amenities. MBTA launched a marketing campaign that targeted the discretionary or “choice rider” market in FY 2017-18. The website was revamped and went live in the fall of 2018. The website’s enhanced features include a trip planner and an interactive route map.

6. MBTA retains all of its remaining LTF revenues from implementation of its cost allocation plan. The plan provides justification for MBTA's continued funding support and its ability to expand its transit infrastructure. The plan includes three cost and revenue allocation options along with a five-year forecast for each option.

Recommendations

Performance Audit Recommendation	Background	Timeline
1. Ensure accident, incident and road call data are reported in TransTrack Manager.	MBTA has been proficient in its utilization of TransTrack Manager in the reporting of system performance metrics. A review of the quarterly performance scorecard within TransTrack confirmed that most performance indicators and data are being reported such as farebox recovery ratio, operating costs per revenue hour and mile, passengers per revenue hour and mile, complaints, and on-time performance. However, data for some performance categories such as miles between NTD reportable accidents, number of reportable accidents, system failures, road calls are not reported in TransTrack. While reportable accident data are reported in the NTD, they did not get transferred into TransTrack. In addition, although the incidents of road calls were negligible during the audit period, they were not reported. It is suggested that data for these vehicle performance categories be included in TransTrack.	High Priority
2. Consider merits of procuring new fleet management software that would be compatible with other programs used by MBTA.	MBTA's maintenance department appears to run efficiently and effectively. Systems have been in place to ensure that vehicles are serviced within the regularly scheduled intervals. The lead technician/shop supervisor has been quite resourceful in streamlining maintenance practices and ensuring that parts are ordered as needed. The Zonar electronic fleet management system is used for pre- and post-trip inspections whereas the Fleet Controller program is used to track vehicle service history and flag those ready for preventive maintenance inspections. As part of the Fleet Controller program, the Parts Controller module tracks parts inventory and generates purchase orders. The lead technician indicated the necessity to upgrade or replace the Fleet Controller program.	High Priority

Performance Audit Recommendation	Background	Timeline
	With MBTA looking to adopt ZEV technologies as well as upgrade other facets of its operations, it is suggested that the Authority consider the procurement of a new fleet management system.	
3. Consult and collaborate with peer transit agencies regarding the implementation of zero emission vehicle technologies.	The SBCTA in collaboration with the Center for Sustainable Energy released the <i>San Bernardino County Zero-Emission Vehicle Readiness and Implementation Plan</i> in August 2019. The ZEV Plan inventories current ZEV infrastructure and usage in San Bernardino County and projects future demand and infrastructure requirements. In response to the ZEV Plan, MBTA has been gathering data in order to discern the best type of ZEV to procure, which will in turn determine the type of charging infrastructure required. The Authority has submitted a LCTOP grant application for the procurement of a battery electric van. A query of peer agencies that have embarked on the implementation of ZEV technologies could prove helpful in the evaluation process. Those peer agencies would include neighboring transit systems such as SunLine and VVTA.	Medium Priority

FY 2018–2020 TRIENNIAL PERFORMANCE AUDIT



NEEDLES TRANSIT SERVICES



August 2021

Submitted to:

**San Bernardino
County Transportation
Authority**

Submitted by:

Michael Baker
INTERNATIONAL

Executive Summary

The San Bernardino County Transportation Authority (SBCTA) engaged Michael Baker International (Michael Baker) to conduct the Transportation Development Act (TDA) triennial performance audit of the five public transit operators under its jurisdiction. The performance audit serves to ensure accountability in the use of public transportation revenue. This performance audit is conducted for Needles Transit Services (Needles, City) covering the most recent triennial period, fiscal years 2017–18 through 2019–20.

The audit includes a review of the following areas:

- Compliance with TDA Requirements
- Status of Prior Audit Recommendations
- Transit System Performance Trends
- Detailed Functional Review

From the review, recommendations were developed to improve the operational efficiency and effectiveness of Needles Transit Services.

Compliance with TDA Requirements

Of the compliance requirements pertaining to Needles Transit Services, the operator complied with eight out of nine requirements. The City was not in compliance regarding the timely submittal of its Transit Operator Financial Transactions Reports. Two additional compliance requirements did not apply to Needles Transit Services (i.e., blended and urban farebox recovery ratios).

Status of Prior Audit Recommendations

Needles satisfactorily implemented one out of the two prior audit recommendations. The completed recommendation pertained to the use of local support funds to enhance farebox revenues. The second recommendation, pertaining to the implementation of electronic and mobile trip planning tools, was partially implemented, and is carried forward in this audit for full implementation.

System Performance Trends

1. NAT exceeded its annual fare recovery ratio, although the FY 2020 farebox recovery ratio dipping to 10.17 percent in FY 2020 in large part to the COVID-19 pandemic and state shelter-in-place order during the last quarter of that year. The Dial-A-Ride farebox recovery ratio exceeded 15 percent during the audit period with the contribution of local Measure I support funding. Transit services are funded by TDA Article 8(c). The SBCTA board adopted

performance criteria for Needles Transit Services that set the system-wide farebox recovery ratio at 10 percent.¹

2. Operating costs system-wide increased by 22.6 percent from the FY 2017 base year through FY 2020 based on audited financial data. Deviated fixed route operating costs increased by 20.5 percent and Dial-A-Ride costs increased by 40.2 percent based on audited financial and internal data. The annualized growth in operating costs for the deviated fixed route was 6.6 percent and 12.6 percent for Dial-A-Ride. The increase in operating costs is due to adjustments in contractor costs and higher vehicle insurance premiums. Contract operations were assumed by Transportation Concepts effective FY 2020.
3. Ridership decreased 3.2 percent system-wide, consisting of a 7.2 percent decrease on deviated fixed route. In contrast, there was 23.4 percent increase in Dial-A-Ride ridership from the FY 2017 base year to FY 2020. Ridership on Dial-A-Ride increased 13 percent in FY 2018 followed by a 6.6 percent increase in FY 2019. The overall declines in ridership are attributed to lower retail fuel prices as well as reduced commercial activity in Needles involving the closure of a major chain store and a restaurant. The increase in ridership on Dial-A-Ride is attributed to the implementation of the Shopper Shuttle. In consideration of the COVID-19 pandemic impacts toward the latter part of FY 2020 and the adverse impacts on transit, system-wide ridership decreased 5.8 percent. Ridership decreased 22.9 percent in the second quarter of FY 2020, followed by a 12.1 percent decrease in the third quarter, and 26.3 percent decrease in the fourth quarter, when the statewide shelter-in-place order was in full effect.
4. Operating cost per passenger, an indicator of cost effectiveness, increased by 26.7 percent system-wide from \$12.94 in the FY 2017 base year to \$16.39 in FY 2020. Cost per passenger increased by a comparable 29.9 percent on the NAT deviated fixed route service and 15.1 percent on Dial-A-Ride. The trend in this indicator reflects the increase in operating costs in contrast to the decrease in ridership. In consideration of the pandemic toward the latter part of FY 2020 and the adverse impacts on transit, system-wide cost per passenger was \$11.23 in the first quarter of FY 2020, \$16.43 in the second quarter, \$17.84 in the third quarter, and \$24.69 in the fourth quarter, when the statewide shelter-in-place order was in full effect. The average cost per passenger in FY 2020 was \$17.55.
5. Operating cost per hour, an indicator of cost efficiency, increased 6.8 percent system-wide from \$89.08 in the FY 2017 base year to \$95.12 in FY 2020. Cost per hour on the deviated increased 15.5 percent. Dial-A-Ride exhibited a 0.7 percent increase in this indicator. The

¹ It is noted that the audited farebox ratio in FY 2020 was adversely impacted from the COVID-19 pandemic and state shelter-in-place order. Local funds (Measure I) were applied by the operator to supplement farebox revenues to satisfy the 10 percent fare ratio for the deviated fixed route and the 15 percent fare ratio for Dial-A-Ride as permitted by Section 99268.19.

trend in this indicator reflects the increase in operating costs in contrast to the modest increase in vehicle service hours. In consideration of the COVID-19 pandemic impacts toward the end of FY 2020, system-wide cost per hour was \$89.76 in the first quarter, \$100.91 in the second quarter, \$93.69 in the third quarter, and \$96.12 in the fourth quarter, when the statewide shelter-in-place order was in full effect. The average cost per hour in FY 2020 was \$95.12.

6. Passengers per vehicle service hour, which measures the effectiveness of the service delivered, decreased 15.7 percent system-wide from 6.9 passengers in the FY 2017 base year to 5.8 passengers per hour in FY 2020. This indicator decreased 11.1 percent for deviated fixed route and by 12.5 percent for Dial-A-Ride. The trends are indicative of the decrease in passenger trips in contrast to the increase in vehicle service hours. During FY 2020, passengers per hour system-wide were 8.0 in the first quarter, 6.1 in the second quarter, 5.3 in the third quarter, and 3.9 in the fourth quarter, when the statewide shelter-in-place order was in full effect. The average number of passengers per hour in FY 2020 was 5.8 passengers.

Functional Review

1. NAT expanded service hours on Saturday from 10:00 a.m. to 5:00 p.m., effective July 2017. Prior to this change, Saturday hours were from 10:00 a.m. to 2:00 p.m. Riders have requested service later in the evenings and on Sundays.
2. A fare increase was implemented during the audit period in July 2017. General public fares increased from \$1.25 to \$1.30 per trip. The City implemented a second fare increase in July 2018 from \$1.30 to \$1.35 per trip. Fares were also increased on the Dial-A-Ride and Dial-A-Ride medical services. The City is considering another fare increase pending the findings from the COVID-19 fare analysis being conducted by SBCTA.
3. The City implemented the Shopper Shuttle Pilot Program on July 10, 2019 in response to rider demand for shopping options upon closure of a major grocer within the City. The Shopper Shuttle operates on Wednesday on a prepaid, reservation basis departing Needles at 8:15 a.m. and returning by 12:30 p.m. The prepaid round trip fare is \$9.00.
4. In December 2018, the City received a notice of termination of the operating contract from RATP Dev/McDonald Transit Associates Inc. The City released a Request for Proposals (RFP) in March 2019 with no responses received. The RFP was reissued in May 2019 and two proposals were received. In September 2019, the City Council approved a contract with Transportation Concepts to provide operations of the local fixed and deviated route transit services and Dial-a-Ride services including senior and disabled demand response and DAR Medical Transport/Shopper Shuttle for the period starting October 1, 2019, to June 30, 2023.

5. The Needles Transit Services Short Range Transit Plan (SRTP) 2020–2025 was completed in January 2020 and adopted by the City Council in February 2020. The SRTP update included a series of passenger and community surveys to determine service needs and trends. There were four financially constrained recommendations in the 2020-2025 SRTP.
6. In collaboration with SBCTA, the City participated in the Transit Marketing and Fare Study Project in 2018 to encourage and promote transit ridership through a targeted marketing campaign. The project was a multi-phase effort that included a market research report and marketing brief. The project was funded through the Low Carbon Transit Operations Program (LCTOP). Marketing collateral and initiatives that were implemented included enhanced flyers and posters promoting the NAT service, and free ride campaigns.

Recommendations

Performance Audit Recommendation	Background	Timeline
1. Ensure timely completion and submittal of the Transit Operators Financial Transactions Reports to the State Controller.	In the compliance review section, it was found that the City submitted its Transit Operators Financial Transactions Reports to the State Controller after the statutory deadline during all three years of the audit period. Pursuant to Public Utilities Code Section 99243, the report is due within seven months after the end of the fiscal year, which is on or before January 31. The submission of reports to the State Controller in a timely manner will further demonstrate Needles' proactive approach to compliance with state reporting instructions.	High Priority
2. Ensure key performance indicators such as accidents, incidents, road calls, and deadhead service data are reported in TransTrack Manager.	Needles has been proficient in its utilization of TransTrack Manager in the reporting of system performance metrics. A review of the quarterly performance scorecard in TransTrack confirmed that most performance indicators and data are being reported, such as farebox recovery ratio, operating costs per revenue hour and mile, passengers per revenue hour and mile, complaints, and on-time performance. However, data for some performance categories such as miles between National Transit Database (NTD) reportable accidents,	High Priority

Performance Audit Recommendation	Background	Timeline
	<p>number of reportable accidents, system failures, and road calls are not reported in TransTrack. While reportable accident data are reported in the NTD, they did not get transferred into TransTrack. In addition, although the incidents of road calls were negligible during the audit period, they were not reported. Also, because the transit vehicles must be transported to Blythe (almost 100 miles one-way) to a Transportation Concepts facility for major maintenance and repairs, deadhead service hours and miles could build up which impact vehicle life. It is suggested that data for these vehicle performance categories be included and monitored in TransTrack.</p>	
<p>3. Reinstate the Google Transit trip planning tool on the Needles Transit Services web page.</p>	<p>This recommendation is being carried forward in this audit for full implementation. The City implemented the Google Transit trip planner on the transit page of the City's website in mid-2018 as part of the transit marketing campaign funded through a LCTOP grant. However, in mid to late 2019, a new City website was created and went live without the Google Transit trip planner feature being transferred. As of this report, the Google Transit trip planner has yet to be restored on the transit page of the City of Needles website. It is recommended that staff work to reinstate the Google Transit trip planner as well as a Google Translate widget feature for non-English-speaking users.</p>	<p>Medium Priority</p>

FY 2018–2020 TRIENNIAL PERFORMANCE AUDIT



OMNITRANS



August 2021

Submitted to:

**San Bernardino
County Transportation
Authority**

Submitted by:

Michael Baker
INTERNATIONAL

Executive Summary

The San Bernardino County Transportation Authority (SBCTA) engaged Michael Baker International (Michael Baker) to conduct the Transportation Development Act (TDA) triennial performance audit of the five public transit operators under its jurisdiction. The performance audit serves to ensure accountability in the use of public transportation revenue. This performance audit is conducted for Omnitrans covering the most recent triennial period, fiscal years 2017–18 through 2019–20.

The audit includes a review of the following areas:

- Compliance with TDA Requirements
- Status of Prior Audit Recommendations
- System Performance Trends
- Functional Review

Based on the audit review process, recommendations were developed to improve the operational efficiency and effectiveness of Omnitrans.

Compliance with TDA Requirements

Omnitrans fully complied with all nine applicable requirements. Two additional compliance requirements did not apply to Omnitrans (rural and blended farebox recovery ratios).

Status of Prior Audit Recommendations

Omnitrans implemented the three prior audit recommendations. The recommendations pertained to showing the farebox calculation in the audited financial reports; identifying auxiliary sources of revenue to support farebox recovery and cover operating costs; and implementing and optimizing technology.

System Performance Trends

1. Omnitrans's farebox recovery ratio remained above the required 20 percent standard for general public operations and 10 percent for Access ADA paratransit. The farebox recovery ratio for the general public service was 23.72 percent in FY 2018, 24.01 percent in FY 2019, and 26.04 percent in FY 2020.¹ The three-year farebox average was 24.59 percent. The

¹ It is noted that the audited farebox ratio in FY 2020 was adversely impacted from the COVID-19 pandemic and state shelter-in-place order. Local funds (Measure I) were applied by the operator to supplement farebox revenues to satisfy both general public and specialized service fare ratios for each of the three years as permitted by Section 99268.19.

farebox recovery ratio for Access was 31.76 percent in FY 2018, 14.23 percent in FY 2019, and 24.03 percent in FY 2020 (inclusive of Measure I supplement). The three-year farebox average was 23.34 percent. The higher farebox for Access was due to the inclusion of a full year of Medi-Cal revenue in FY 2018 from an agreement with the County of Riverside Department of Public Health for transportation services for Medi-Cal patients.

2. Operating costs based on audited data increased system-wide 13.7 percent from \$77 million in the FY 2017 base year to \$87.5 million in FY 2020. General public service operating costs increased 14.8 percent from \$64.3 million in the FY 2017 base year to \$73.8 million in FY 2020, whereas costs on the Access ADA service increased 8.0 percent over the same period from \$12.7 million in FY 2017 to \$13.7 million in FY 2020. System-wide costs increased due to factors such as higher wages, salaries, and benefits, increase in cost attributed to pension increase for employees, COVID-19 pandemic response, and a new operations contract for OmniGo and Access.²
3. Ridership system-wide exhibited a decrease of 22.6 percent, mirrored by a comparable 21.8 percent decrease on the general public services. The Access ADA service exhibited a higher decrease of 42.9 percent. System-wide, ridership decreased from 11.6 million passengers in the FY 2017 base year to 9 million in FY 2020. In consideration of the COVID-19 pandemic impacts toward the latter part of FY 2020 and the adverse impacts on transit, system-wide ridership decreased 61.2 percent. Ridership decreased 0.4 percent in the second quarter of FY 2020, followed by a 12.5 percent decrease in the third quarter, and 55.5 percent decrease in the fourth quarter, when the statewide shelter-in-place order was in full effect. The overall declining trend in ridership prior to the pandemic is attributed to economic factors such as lower gas prices, the issuance of more drivers' licenses, and increased automobile ownership and telecommuting.
4. Operating cost per passenger, a measure of cost effectiveness, increased 46.8 percent system-wide from \$6.61 in FY 2017 to \$9.71 in FY 2020. For general public services, cost per passenger also increased 46.8 percent, whereas on Access ADA, cost per passenger increased 89.2 percent. The trend in this indicator is attributed to the increase in operating costs compared to the decrease in passenger trips. In consideration of the pandemic toward the latter part of FY 2020 and the adverse impacts on transit, system-wide cost per passenger was \$7.57 in the first quarter of FY 2020, \$7.60 in the second quarter, \$8.86 in the third quarter, and \$22.54 in the fourth quarter, when the statewide shelter-in-place order was in full effect. The average cost per passenger in FY 2020 was \$11.64.
5. Operating cost per vehicle service hour, a measure of cost efficiency, increased 28.1 percent system-wide from \$92.57 in FY 2017 to \$118.60 in FY 2020. At the modal level, there was a 24.7 percent increase for general public services and a 43.0 percent increase for Access ADA services. Operating cost per vehicle service mile, another measure of cost efficiency, increased 27.6 percent system-wide from \$6.76 in FY 2017 to \$8.63 in FY 2020, with a 22.8

² OmniGo was replaced by OmniRide in September 2020.

percent increase for general public services and a 46.3 percent increase for Access ADA services. Larger growth in operating costs relative to the decrease in service hours and miles leads to the trends. In consideration of the COVID-19 pandemic impacts toward the end of FY 2020, system-wide cost per hour was \$99.90 in the first quarter, \$99.96 in the second quarter, \$106.82 in the third quarter, and \$205.62 in the fourth quarter, when the statewide shelter-in-place order was in full effect. The average cost per hour in FY 2020 was \$128.02.

6. Passengers per vehicle service hour, a measure of service efficiency, decreased 12.7 percent system-wide from 14 passengers per hour in FY 2017 to 12.2 passengers in FY 2020, while passengers per vehicle service mile, another measure of service efficiency, decreased 13.1 percent system-wide from 1.02 passengers in FY 2017 to 0.89 passengers in FY 2020. For general public services, passengers per hour decreased 15 percent and passengers per mile decreased 16.3 percent. For Access ADA service, passengers per hour decreased 24.4 percent, whereas passengers per mile decreased 22.7 percent. During FY 2020, passengers per hour were 13.2 in the first quarter, 13.1 in the second quarter, 12.1 in the third quarter, and 9.1 in the fourth quarter, when the statewide shelter-in-place order was in full effect. The average number of passengers per hour in FY 2020 was 11.9 passengers.

Functional Review

1. Omnitrans began direct service to Ontario International Airport at the beginning of the audit period in September 2017. Schedules on Route 61 initially had 60-minute headways, which were shortened to 15 minutes with airport service. The Ontario Airport service is seen as a precursor to the West Valley Connector Bus Rapid Transit (BRT) project.
2. Omnitrans implemented the first fare increase in five years on September 3, 2019. The single bus trip fare increased from \$1.75 to \$2.00 while the 1-day pass rate rose from \$5.00 to \$6.00. Fares also increased on the Omnitrans Access ADA service.
3. During the audit period, the CEO/general manager, who had served in this position since June 2013, retired from the agency in November 2019. The deputy general manager was appointed as interim CEO/general manager and became the permanent CEO/general manager in July 2020. The deputy general manager position remained vacant.
4. The ConnectForward Annual Service Plan was adopted for FY 2021 and the current OmniConnects Short Range Transit Plan was extended through the end of FY 2021. In spite of an overall 11 percent service reduction, the ConnectForward Plan, adopted in September 2020, improved connections to two Metrolink stations and added a new cross-county connection with the Riverside Transit Agency near the San Bernardino/Riverside County line.
5. In response to the COVID-19 shelter-in-place order and pursuant to Centers for Disease Control and Prevention protocols, Omnitrans implemented its Emergency Service Deployment Plan on March 23, 2020, at a Level 3, which effectively halved frequency on routes that were operating at 30-minute headways or better. Omnitrans was one of the first

transit agencies to design driver-protective barriers. Hand sanitizer dispensers and mask requirements were implemented on the vehicles.

Recommendations

Performance Audit Recommendation	Background	Timeline
1. Continue pursuit of potential revenue agreements and cooperative partnerships as part of Omnitrans's revenue enhancement strategy.	Omnitrans has recently proposed the implementation of a free fare pilot for primary and secondary school students. The pilot would be similar to the GoSmart college program that the agency has in partnership with local community colleges and California State University, San Bernardino. The GoSmart pass allows for free rides on the Omnitrans fixed-route system. Given the success of the GoSmart pass, Omnitrans is encouraged to pursue such an arrangement with local primary and secondary school districts as well as other local institutions that benefit from Omnitrans ridership. The Sacramento Regional Transit District, as another example, implemented the RydeFreeRT program that offers fare-free transit for youth and students in grades kindergarten through 12. Given the status and current uncertainties with public transit in general, Omnitrans's active partnerships help stabilize operations and provide a steady revenue stream while providing more visibility to the service.	High Priority
2. Continue evaluation of technology solutions and integration of administrative and operational functions.	During the course of the auditors' site visit and staff interviews, observations were made regarding the agency's embracing of technology to improve service delivery efficiency and effectiveness. Significant investments in technology have been made over time to improve both internal and customer-facing interfaces. Additional technology platforms could help further increase work productivity and connect existing systems. For example, the importance of recruitment, retention, and management of employees could be enhanced through online management systems tied to the agency's SAP enterprise resource planning modules. Cloud software such as Neogov (for human resource management) and Kronos (for employee	Medium Priority

Performance Audit Recommendation	Background	Timeline
	timekeeping), which the agency uses, could be evaluated as potential solutions to integrate with SAP to continue a path towards modernizing Omnitrans's administrative network while reducing paper requisitions and filing. In addition, bar coding of bus parts inventory offers an interface of fleet management software with business management software, which could further maintenance management efficiencies. These examples of additional technology systems to evaluate could automate agency functions and strengthen productivity while generating new data for analysis leading to a stronger workforce and improved customer experience.	

FY 2018–2020 TRIENNIAL PERFORMANCE AUDIT



VICTOR VALLEY TRANSIT AUTHORITY



August 2021

Submitted to:

**San Bernardino
County Transportation
Authority**

Submitted by:

Michael Baker
INTERNATIONAL

Executive Summary

The San Bernardino County Transportation Authority (SBCTA) engaged Michael Baker International (Michael Baker) to conduct the Transportation Development Act (TDA) triennial performance audit of the five public transit operators under its jurisdiction. The performance audit serves to ensure accountability in the use of public transportation revenue. This performance audit is conducted for Victor Valley Transit Authority (VVTA), covering the most recent triennial period, fiscal years 2017-18 through 2019-20.

The audit includes a review of the following areas:

- Compliance with TDA Requirements
- Status of Prior Audit Recommendations
- System Performance Trends
- Functional Review

From the review, recommendations were developed to improve the operational efficiency and effectiveness of VVTA.

Compliance with TDA Requirements

VVTA fully complied with eight out of the nine applicable requirements. The operator was partially compliant regarding the calculation of full-time employee equivalents. Three additional compliance requirements did not apply to VVTA (i.e., rural and urban farebox recovery ratios).

Status of Prior Audit Recommendations

VVTA implemented the three prior audit recommendations. The recommendations pertained to improving on-time performance; developing additional key performance indicators to report organization efficiencies; and pursuing succession planning strategies.

System Performance Trends

1. VVTA's farebox recovery ratio remained above the intermediate 18 percent standard established by SBCTA for fixed route and 10 percent for ADA Direct Access.¹ The average for the three-year period for fixed route was 20.47 percent, and 11.00 percent for Direct Access.²

¹ The farebox recovery standard was increased from 15 percent to 18 percent pursuant to SBCTA Resolution 17-002 in September 2017, which repealed Resolution 98-002 and allowed for VVTA's return to claiming under Article 4.

² It is noted that Local funds (Measure I) are applied by the operator to supplement farebox revenues to satisfy the 18 percent fare ratio as permitted by Section 99268.19.

The farebox ratio for Direct Access has remained above the 10 percent threshold over the three years except for FY 2019 when it dropped slightly below 10 percent. Farebox ratios are audited figures from the TDA fiscal audits and include local support revenue such as Measure I.

2. Operating costs based on audited data increased 1.0 percent system-wide from the FY 2017 base year through FY 2020. Fixed route operating costs based on audited data decreased 1.6 percent from the FY 2017 base year through FY 2020 while Direct Access demand response costs increased 1.3 percent over the same period. Most of the cost growth occurred in FY 2019. System-wide operating costs increased 13.9 percent driven by the nearly 20 percent increase in fixed route/commuter operating costs. These increases are to the higher contractor rate, new security contract rate increase, and the implementation of the TouchPass mobile app and card program.
3. After a period of growth due to service expansion and the consolidation of the Barstow service, ridership decreased 25.2 percent system-wide from the FY 2017 base year through FY 2020. The 25.5 percent decrease on the fixed route mirrored the system-wide decrease over the same period. Ridership on Direct Access exhibited a 22.1 percent decrease. In consideration of the COVID-19 pandemic impacts toward the latter part of FY 2020 and the adverse impacts on transit, system-wide ridership decreased 67.1 percent. Ridership increased 2.1 percent in the second quarter of FY 2020, followed by a 9.2 percent decrease in the third quarter, and 62.9 percent decrease in the fourth quarter, when the statewide shelter-in-place order was in full effect.
4. Operating cost per passenger, a measure of cost effectiveness, increased by 32.3 percent system-wide from the FY 2017 base year through FY 2020. For fixed route service, cost per passenger increased by 32.1 percent whereas on Direct Access, cost per passenger increased 30 percent. Operating costs for fixed route rose approximately 20 percent in FY 2019 with a 2.4 percent decrease in ridership, leading to an increase in the operating cost per passenger. Although FY 2020 saw a decrease in fixed route operating costs of 4.8 percent, ridership decreased 9.2 percent year over year. In consideration of the COVID-19 pandemic toward the latter part of FY 2020 and the adverse impacts on transit, system-wide cost per passenger was \$12.81 in the first quarter of FY 2020, \$14.88 in the second quarter, \$14.32 in the third quarter, and \$34.90 in the fourth quarter, when the statewide shelter-in-place order was in full effect. The average cost per passenger in FY 2020 was \$19.23.
5. Operating cost per vehicle service hour, a measure of cost efficiency, increased by 0.5 percent system-wide, with a 4.4 percent decrease for fixed route and an 18.3 percent increase for demand response from the FY 2017 base year through FY 2020. Operating cost per vehicle service mile, another measure of cost efficiency, increased by 0.4 percent system-wide, with a 5.1 percent decrease for fixed route and a 23.2 percent increase for demand response. In

consideration of the COVID-19 pandemic impacts toward the end of FY 2020, system-wide cost per hour was \$87.82 in the first quarter, \$100.33 in the second quarter, \$91.50 in the third quarter, and \$140.08 in the fourth quarter, when the statewide shelter-in-place order was in full effect. The average cost per hour in FY 2020 was \$104.93.

6. Passengers per vehicle service hour, a measure of service efficiency, decreased by 24 percent system-wide, while passengers per vehicle service mile, another measure of service efficiency, decreased by 24.1 percent system-wide. For fixed route service, passengers per hour decreased by 27.7 percent and passengers per mile decreased by 28.2 percent. For demand response service, passengers per hour decreased 9.0 percent, whereas passengers per mile decreased 5.2 percent. During FY 2020, passengers per hour were 6.9 in the first quarter, 6.7 in the second quarter, 6.4 in the third quarter, and 4.0 in the fourth quarter, when the statewide shelter-in-place order was in full effect. The average number of passengers per hour in FY 2020 was 6.0 passengers.

Functional Review

1. In April 2019, the CTSA implemented the VVTA Trip Brokerage Program to further its mobility management mission. The successful marketing and operation of its mobility management programs have resulted in a 32 percent decrease in the total number of individuals applying for ADA certification for Direct Access and have reduced VVTA's operational expenses by more than \$340,000.
2. In January 2018, VVTA released an RFP to solicit additional contractors for the vanpool program that would be available to provide vehicle leasing services in accordance with the VVTA vanpool program guidelines. The increased competition would facilitate more competitive leasing rates and better customer service.
3. VVTA upgraded its bus stops with new signage, activated electronic fareboxes, and planned for the construction of two transfer centers. Bus stop improvements have included the installation of 14 electronic LED signs and 25 transit tubes. In January 2020, VVTA implemented its TouchPass electronic fare collection system, which allows for passengers to pay fares using a smart card or mobile application (app). The app operates on the Umo mobility platform developed by Cubic Transportation Systems/Delerrok.
4. In November 2017, VVTA released a Request for Proposals (RFP) for the provision of operations and maintenance services that encompassed the maintenance of the Barstow Division L/CNG fueling station and leased facility as well as the newly constructed Barstow operations and maintenance facility. VVTA awarded the new operations and maintenance contract to National Express, based in Lisle, Illinois. The Transdev contract was extended 90 days from July 1, 2018, through September 30, 2018, to ensure continued service and a smooth transition to the new contractor.

5. VVTA decided to exercise the Termination for Convenience clause to terminate the contract with National Express effective September 30, 2020. The VVTA Board approved the Termination for Convenience of Contract as well as the release of an RFP for operations and maintenance services on April 24, 2020. The highest scoring proposer, Keolis Transit Services, LLC of Boston, Massachusetts, was selected. Keolis began operating VVTA services effective October 1, 2020, under a five-year contract with the option for five one-year extensions.
6. VVTA commissioned the development of its FY 2020 SRTP, which was adopted in September 2020. The FY 2020 SRTP has a five-year planning horizon and is composed of seven chapters. The plan calls for incremental improvements to headways and the span of service as the agency rebounds from the COVID-19 pandemic impacts.
7. VVTA's executive director and staff were recognized for their leadership and innovation by transit industry organizations. VVTA was awarded Outstanding Coordination Effort Award of the Year by the California Association for Coordinated Transportation (CalACT) at its 2017 Spring Conference and Expo in Lake Tahoe. The California Transit Association (CTA) awarded its prestigious Distinguished Service Award to VVTA's executive director/CEO in November 2017.

Recommendations

Performance Audit Recommendation	Background	Timeline
1. Calculate full-time employee equivalents using TDA definitions.	<p>An auditor review of the full-time employee equivalent data reported in the Transit Operators' Financial Transactions Reports revealed an incorrect calculation for both service modes. The system-wide FTE figure for FY 2019 appears to reflect a headcount in comparison to the FTEs reported for the other audit years, since the number of system-wide employee FTEs increased from 113 in FY 2018 to 267 (209 for fixed-route and 58 for demand-response) in FY 2019. Pursuant to the TDA statute, FTEs derived from the total annual labor hours divided by 2,000. VVTA does track the labor hours for each employee annually that is reported in TransTrack and exported to an Excel spreadsheet. Driver trip manifests can also be utilized to calculate labor hours by service mode. These sources should enable the agency to conform to the FTE definition.</p>	<p>High Priority</p>
2. Continue pursuit of potential revenue agreements and cooperative partnerships as part of VVTA's revenue enhancement strategy.	<p>In May 2018, VVTA's CTSA director and staff met with the Board of Trustees at Barstow Community College regarding the implementation of a bus pass program similar to the College Ram Pass program with VCC. Due to Barstow's disadvantaged area designation, VVTA believed that the college could qualify for grant funding that would subsidize such a pass. Barstow Community College declined to pursue a student pass subsidy agreement with VVTA. However, VVTA recently entered into a similar agreement with California State University, San Bernardino (CSUSB) effective August 2021. Given the success of the College Ram Pass and its recent agreement with CSUSB, VVTA is encouraged to pursue other arrangements with other local institutions and organizations that benefit from VVTA ridership. Given the status and current uncertainties with public transit in general, VVTA's active partnerships help stabilize operations and provide more steady revenue streams while providing more visibility to the service. We applaud the agency's approach towards building local and regional partnerships that have become a viable aspect of transit systems and are further recommending their continued pursuit of these types of engagements.</p>	<p>Medium Priority</p>

Minute Action

AGENDA ITEM: 14

Date: *October 6, 2021*

Subject:

Contract No. 22-1002676 with St. Paul the Apostle Catholic Church for a Park and Ride Lot

Recommendation:

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

A. Authorize the Executive Director, or his designee, to execute Contract No. 22-1002676 between the California Department of Transportation, San Bernardino County Transportation Authority and St. Paul the Apostle Catholic Church, for a Park and Ride lot lease through December 31, 2023 in the amount of \$18,000.

B. Authorize the Executive Director, or his designee, to execute two (2) two-year contract renewals, for a not-to-exceed total contract value of \$100,000, upon initial expiration of Contract No. 22-1002676.

Background:

Since 2004, San Bernardino County Transportation Authority (SBCTA) has operated a Park and Ride lot program in coordination with the California Department of Transportation (Caltrans), who is primarily responsible for liability while motorists use the lots, as well as installing signage on freeways and local streets.

SBCTA seeks suitable Park and Ride lot locations that have ample parking, are primarily available Monday through Friday, and are convenient to motorists commuting to work. St. Paul the Apostle Catholic Church is located in Chino Hills, California, and is conveniently located off State Route 71.

SBCTA has previously contracted with St. Paul the Apostle Catholic Church for use of seventy-five (75) parking spaces for Park and Ride purposes and wishes to continue offering commuters use of the lot. While there was a decline in usage due to the COVID-19 pandemic, staff requests to continue this lease in anticipation of offices fully reopening, and also due to its prime location and utilization pre-pandemic. Staff recommends retaining the same number of leased spaces until there is a better understanding of the future usage of Park and Ride lots. SBCTA, in addition to other regional rideshare agency programs, intends to update rideshare and vanpool program offerings to encourage commuters to rideshare when they are ready. Large employers subject to South Coast Air Quality Management District's Rule 2202 requirements will also likely modify their rideshare program offerings as part of their restart efforts to increase average vehicle ridership to their worksites.

Contract No. 22-1002676 is for a two year period beginning January 1, 2022, and expiring on December 31, 2023, with a total contract value of \$18,000. Staff requests the Executive Director, or his designee, be authorized to execute Contract No. 22-1002676 and up to two (2) two-year contract renewals. The total contract value, including the contract renewals, shall not exceed \$100,000.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

October 6, 2021

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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 September 9, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the draft contract.

Responsible Staff:

Nicole Soto, Management Analyst II

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

San Bernardino County Transportation Authority

Contract No:	<u>22-1002676</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Transit</u>
Vendor No.:	<u>02466</u>	Vendor Name:	<u>St. Paul The Apostle Catholic Church</u>
Description:	<u>Park and Ride Lease</u>		
List Any Related Contract Nos.:	<u> </u>		

Dollar Amount							
Original Contract		\$	18,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	18,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	18,000.00

Board of Directors	Date: 10/06/2021	Board	Item # 7971
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Other Contracts		Sole Source?	No	No Budget Adjustment
Federal	Park & Ride Agreement			N/A

Estimated Start Date:		01/01/2022		Expiration Date:		12/31/2023		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		\$		18,000.00		\$		-	
GL: 2020		30		0314		0320		52001		42102028				CMAQ SCAB 6507 (017)				13,500.00				-	
GL: 2020		30		0314		0320		52001		42102029				CMAQ MDAB 6507 (022)				4,500.00				-	
GL:																		-				-	
GL:																		-				-	
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GL:																		-				-	

Task Manager (Print Name)

Additional Notes:

WHEN RECORDED MAIL TO:

San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Exempt From Filing Fees
Government Code § 6103

**PARK AND RIDE LOT LEASE NO. 22-1002676
BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION,
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND ST. PAUL THE APOSTLE CATHOLIC CHURCH**

This Park and Ride Lot Lease (“Lease”) is made by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (“SBCTA”), the CALIFORNIA DEPARTMENT OF TRANSPORTATION (“The Department”), and ST. PAUL THE APOSTLE CATHOLIC CHURCH (“Owner”). SBCTA and The Department are hereinafter individually and collectively referred to as Lessee.

RECITALS

- A. Owner is the owner of certain real property located at 14085 Peyton Drive, in the City of Chino Hills, County of San Bernardino, California, bearing Assessor’s Parcel Number 1022-021-28-000 and more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (the “Site”); and
- B. Lessee desires to lease a portion of the Site from Owner for the purpose of providing a parking lot for the use of members of the public in forming and participating in commuter carpools and vanpools (“Park and Ride Lot”); and
- C. Owner desires to lease a portion of the Site to Lessee for use as a Park and Ride Lot in consideration for the covenants set forth herein; and
- D. Lessee and Owner desire to express the full terms of their lease in writing;

NOW, THEREFORE, in consideration of the above recitals, and the terms and conditions contained herein, Lessee and Owner agree as follows:

1. Term. This Lease shall be effective as of January 1, 2022 and continue in effect until December 31, 2023. This Lease may thereafter be renewed for two, two-year Option Terms; rent for renewal terms may be adjusted to current fair market rent. Lessee shall provide written notice to Owner thirty (30) calendar days prior to the expiration of the initial term, or any extended term, of Lessee’s desire to extend this Lease. The maximum term of this Contract, including the Option Terms, if exercised, will not exceed December 31, 2027.

Either Lessee or Owner may terminate this Lease without cause as of the last day of any quarter for which payment has been made, provided a minimum of thirty (30) calendar days' written notice has been given to the other party.

2. Maximum Obligation. SBCTA's maximum obligation shall be Eighteen Thousand Dollars (\$18,000) based on the following:

Seventy-five (75) spaces at Ten Dollars (\$10.00) per space per month for a twenty-four (24) month period and paid quarterly, as indicated below, as rent for the term of this Lease.

Date: January 1, 2022 (Jan, Feb, Mar 2022) for 75 spaces	\$2,250
Date: April 1, 2022 (April, May, June 2022) for 75 spaces	\$2,250
Date: July 1, 2022 (July, Aug, Sept 2022) for 75 spaces	\$2,250
Date: October 1, 2022 (Oct, Nov, Dec 2022) for 75 spaces	\$2,250
Date: January 1, 2023 (Jan, Feb, March 2023) for 75 spaces	\$2,250
Date: April 1, 2023 (April, May, June 2023) for 75 spaces	\$2,250
Date: July 1, 2023 (July, Aug, Sept 2023) for 75 spaces	\$2,250
Date: October 1, 2023 (Oct, Nov, Dec 2023) for 75 spaces	\$2,250
Total	\$18,000

The rent payment shall be delivered to the following:

St. Paul the Apostle Catholic Church
Diocese of San Bernardino
14085 Peyton Drive
Chino Hills, CA 91709

If SBCTA fails to make any rental payment when due, this Lease and Lessee's right to possession shall terminate, provided Owner has made written demand to SBCTA for rental payment and SBCTA has failed to pay rent within 30 calendar days after such demand has been made.

3. Lease of Site. Owner hereby leases to Lessee, and Lessee hereby leases from Owner, a portion of the Site containing 75 (seventy-five) automobile and van parking spaces as shown cross-hatched in Exhibit "B" attached hereto and incorporated herein by this reference (the "P&R Lot"). For purposes of this Lease, the P&R Lot shall also include any described appurtenances, including any improvements now or hereafter located on the P&R Lot, notwithstanding that any such improvements may or shall be construed as affixed to and constituting part of the Site, and without regard to whether ownership of the improvements is in Lessee or Owner.

4. Use. The leased premises shall be used by Lessee solely for the purpose of maintaining and operating a Park and Ride Lot. Members of the public shall be entitled to use the designated parking spaces for rideshare commuting purposes without limitation as to time of day or day of the week. Owner agrees not to engage in any activity, or agreement or relationship with

any other party, that would interfere with Lessee's use of the P&R Lot or would include any collection of fees or rent of any nature from any person using the P&R Lot.

Owner shall provide Lessee twenty-one (21) calendar days' written notice of any reasonably necessary maintenance, repairs or improvements, or other events that will make the P&R Lot inaccessible to the public for carpool/vanpool purposes, except in cases of emergency. Owner shall diligently pursue completion of any such maintenance, repairs or improvements in order to avoid delay in reopening the P&R Lot or any affected parking spaces.

In the event any of the designated parking spaces in the P&R Lot become unavailable for a period of three (3) or more days for any reason, Lessee shall have the right to pro-rate future rent payments, except in the event the Lease is terminated for cause in accordance with Section 17, in which case Owner shall refund the pro rata amount of any rents received for periods when such parking spaces were not available.

5. Signage. The Department may, in its sole discretion and at its own expense, place signs (i) within the Site to designate the perimeter of the P&R Lot and the designated spaces therein; and (ii) outside the Site, on freeways and streets, to disclose the existence of the Park and Ride Lot and to provide directions to the Site. Such signs shall be placed in a manner consistent with applicable local laws and national standards for roadside information services and installations. The signs shall be substantially in the locations shown in Exhibit "B", and shall be in a form used by The Department for other park and ride lots. The Department shall retain the right to amend signage so long as such changes are consistent with local ordinances and state law. Upon termination of this Lease, The Department shall remove such signs at its own expense and repair related damage.

Notwithstanding any other provision in this Agreement, except for the signs placed within or outside of the Site pursuant to (i) or (ii) of the preceding paragraph in this Section 5, The Department may not construct any other Improvements without the express written approval of Owner in its sole and absolute discretion.

6. Maintenance.

6.1 Throughout the term of this Lease, Owner shall maintain the Site and shall promptly and diligently repair, restore or replace improvements, other than any installed by Lessee, as required, to maintain the safety and usability of the P&R Lot. Owner agrees to notify Lessee within 72 hours of any defects or damages on the Site which could give rise to third party injury or damage, even though Lessee retains the right to make periodic inspections of its own of the P&R Lot.

6.2 The Department agrees to maintain and repair all signage improvements to the P&R Lot made pursuant to Section 5 above, for the term of this Lease.

6.3 Any landscaping, maintenance or repairs performed by Owner shall be carried out in compliance with all laws, permits, licenses or other governmental authorizations, rules, ordinances, orders, decrees and regulations now or hereafter enacted, issued or promulgated by federal, state, county, municipal and other governmental agencies, bodies and courts having or claiming jurisdiction and all insurance companies insuring all or any part of the Site.

6.4 The designated parking spaces will be properly lit in accordance with generally-accepted standards for public parking lots throughout the year from 4:00 am to 9:00 pm each day. Owner will install a timer, a light sensor, or other reliable method, approved by Lessee, to ensure all park and ride spaces have sufficient lighting at all times during said hours. Owner shall maintain such lighting systems in good repair and replace burned out or non-functional lighting sources within 48 hours.

7. Restrictions on Use. Lessee and Owner agree, in using the Site:

7.1 Not to use or permit or suffer the P&R Lot to be used in any manner which would violate any license, permit or other governmental authorization which is required for the lawful use of all or any portion of the P&R Lot. If any license, permit or other governmental authorization is required for the lawful use of this P&R Lot, Owner shall procure and maintain the same throughout the term of the Lease.

7.2 Not to commit any waste or suffer any waste to be committed upon the P&R Lot.

7.3 Not to keep, use, sell or offer for sale on the P&R Lot any article, or conduct any activity, which each party knows or should know is prohibited by any law or regulation or any insurance policy maintained by Owner or Lessee.

8. Right of Entry. Lessee and Owner shall permit the other or its agents to enter upon the P&R Lot at any reasonable time to inspect the same and to carry on all maintenance as required under this Lease.

9. Taxes and Assessments. Owner shall pay or cause to be paid all real or personal property taxes, possessory use taxes, general and special assessments, excises, impositions, levies, and other charges of every description now or hereafter levied on, assessed against or otherwise imposed with respect to the P&R Lot, the Owner's improvements located on the P& R Lot, or the Owner's personal property located on or in the P&R Lot.

10. Utilities. Owner shall pay for all utilities serving the P&R Lot.

11. Assignments and Subletting. Lessee shall not transfer, assign or sublet voluntarily, involuntarily, directly or indirectly, Lessee's interest under this Lease without the prior written consent of Owner, which consent shall not be unreasonably withheld. An assignment under this paragraph shall be permitted if the assignee is a governmental agency with general authority over park and ride lots.

12. Insurance. The Department will, at all times during the term of this Lease, take out and keep in force at its own expense: (i) public liability insurance in the aggregate amount of not less than \$5,000,000 to protect Owner and SBCTA, their officers, agents, and employees against any liability to any person or entity incident to the use of, or resulting from the installation, maintenance, use or any user of the P&R Lot; and (ii) property damage liability insurance in the amount of not less than \$5,000,000 to protect Owner and SBCTA, their officers, agents and employees against any liability for damage to property, including property of Owner, caused by or

resulting from the installation, maintenance, of use of the P&R Lot. SBCTA and Owner shall be added as additional insured on such policies.

13. State Responsibility for Property Damage to Assets of Owner. The Department shall reimburse Owner for the cost of any loss of or damage to the property of Owner caused by or resulting from the installation, maintenance, or use of the P&R Lot up to a limit of \$10,000 per occurrence, but not exceeding the cost of replacing the loss or damaged property with that of like kind and quality.

14. Indemnity.

14.1 Lessee agrees, to the extent permitted under California law, to indemnify, defend and hold Owner and its officers, partners, employees, consultants and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), or loss, including without limitation attorneys' fees, consultant fees and expert witness fees, which arise as a result of any negligent acts or omissions or willful misconduct of Lessee in connection with the operation of the Park and Ride Lot on the P&R Lot.

14.2 Owner agrees to indemnify, defend and hold SBCTA and The Department and their respective officials, officers, directors, members, employees, consultants, contractors and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), or loss, including without limitation attorneys' fees, consultant fees and expert witness fees, which arise as a result of any negligent acts or omissions or willful misconduct of Owner in connection with the P&R Lot.

15. Joint and Several Obligations. Whenever the term "Lessee" is used to refer to SBCTA and The Department collectively in this Lease, all obligations and rights of Lessee shall run jointly and severally to both SBCTA and The Department, and both SBCTA and The Department may independently exercise any right and shall be independently responsible for performing all obligations imposed on Lessee under this Lease. This clause shall not apply to obligations or rights specifically identified individually to either SBCTA or The Department.

16. Surrender of Site. At the expiration of the term of this Lease, or upon any sooner termination of this Lease, Lessee shall quit and surrender possession of the P&R Lot and its appurtenances thereto and The Department will remove any improvements and repair any damage to the P&R Lot to restore the lot to the condition in which it was received, reasonable wear and tear by use and damage by the elements excepted.

17. Default/Termination for Cause. If Owner or Lessee defaults in the performance of any obligation under this Lease and fails to cure such default within 15 calendar days following written notice from the non-defaulting party, or, if the default is of a nature that cannot reasonably be cured within fifteen (15) days, fails to commence the cure within such time or fails thereafter to diligently pursue the cure to completion, the non-defaulting party may terminate this lease by giving written notice of termination.

If this Lease is terminated as provided for herein, Owner shall refund to SBCTA on a pro rata basis any rental payments paid by SBCTA for days following the date of the termination in addition to any amounts due to be refunded for non-availability of parking spaces under Section 4.

18. Waiver. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or of any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by any party shall give any other party any contractual right by custom, estoppel or otherwise.

19. Notices. All notices required under the Lease shall be given in writing to the following addresses or such other addresses as the parties may designate by written notice:

To SBCTA: San Bernardino County Transportation Authority
Attn: Raymond W. Wolfe, PhD
Executive Director
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
rwolfe@gosbcta.com

With a Copy to: Julianna K. Tillquist
General Counsel
San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
jtillquist@gosbcta.com

To The Department: California Department of Transportation
Attn: Catalino Pining III
Deputy District Director for Operations
464 West Fourth Street, 6th Floor
San Bernardino, CA 92401-1400
catalino.pining@dot.ca.gov

To Owner: St. Paul the Apostle Catholic Church
Attn: Diocese of San Bernardino
14085 Peyton Drive
Chino Hills, CA 91709
mperez@sptacc.org

Notice shall be deemed received as follows, depending upon the method of transmittal: by facsimile or email, as of the date and time sent if sent during normal business hours, and the following business day if sent after normal business hours; by messenger, as of the date delivered; and by United States Mail, certified, return receipt requested, as of five (5) mail delivery days after deposit in the United States Mail.

20. Subject to Appropriation of Funds. All obligations of Lessee under this Lease are subject to the appropriation of sufficient funds by the California State Legislature, the allocation of those funds by the California Transportation Commission, and the appropriation of sufficient funds by SBCTA's Board of Directors.

21. Authority to Enter Lease. Except as stated in the preceding sentence, each party warrants that the individuals who have signed this Lease have the legal power, right, and authority to enter into this Lease so as to bind each respective party to perform the conditions contemplated herein, and there are no consents or approvals required to be obtained from any individual or entity prior to either party's making or entering into this Lease of fulfilling the conditions contained herein.

22. Severability. If any portion of this Lease is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Lease shall continue in full force and effect to the extent that the intent and purpose of the Lease may still be fulfilled.

23. Time is of the Essence. Time is of the essence in this Lease, and both parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein.

24. Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement or defense of this Lease, or because of any alleged dispute, breach, default, or misrepresentation in connection with any provision of this Lease, each party shall bear its own attorneys' fees and other costs incurred in that action or proceeding. However, this provision shall not limit the obligations contained in the indemnity provisions hereinabove.

25. Governing Law and Venue. This Lease shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Lease shall be brought in an appropriate court in San Bernardino County, State of California.

26. Days. Any term in this Lease referencing time, days, or period for performance shall be deemed to be calendar days and not work days, unless specified otherwise.

27. Entire Agreement. This written document contains the entire agreement of Owner and Lessee and supersedes any prior oral or written statements or agreements between the parties. No supplement, modification, or amendment of this Lease shall be binding unless executed in writing by all parties.

28. Binding on Assigns. Subject to the provisions of this Lease relating to assignment, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.

29. Counterparts. This Lease may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

30. Captions. The captions of the various articles and paragraphs of this Lease are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Lease or of any part or parts of this Lease.

31. Eminent Domain.

31.1 If any portion of the P&R Lot is taken by eminent domain and a portion remains which is usable by Lessee for the purposes set forth in Section 4, this Lease shall, as to the part taken, terminate without further liability or obligation on the part of Owner or Lessee as of the date title shall vest in the condemnor, or the date prejudgment possession is obtained through a court of competent jurisdiction, whichever is earlier, and the Lease shall remain in effect as to the balance, with a prorated abatement of rent for any parking spaces lost. However, in such event, Lessee reserve a right to terminate this Lease without further liability or obligation on the part of Owner or Lessee as of the date when title to the part taken vests in the condemnor or of the date of prejudgment possession.

31.2 If the entire P&R Lot is taken by eminent domain, or such a portion is taken so that the P&R Lot is rendered insufficient or unusable for the purposes set forth in Section 4 as determined by Lessee, this Lease shall terminate without further liability or obligation on the part of Owner or Lessee.

32. Incorporation of Recitals. The Recitals constitute a material part of this Agreement and are incorporated by this reference as though fully set forth herein.

IN WITNESS WHEREOF, this Lease has been duly executed by the parties below.

**THE ROMAN CATHOLIC CHURCH
SIGNING FOR ST. PAUL THE
APOSTLE CATHOLIC CHURCH**

By: _____

Print Name: _____

**CALIFORNIA DEPARTMENT
OF TRANSPORTATION**

By: _____
Catalino Pining III
Deputy District Director for
Operations

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Raymond W. Wolfe, PhD
Executive Director

Approved as to Legal Form:

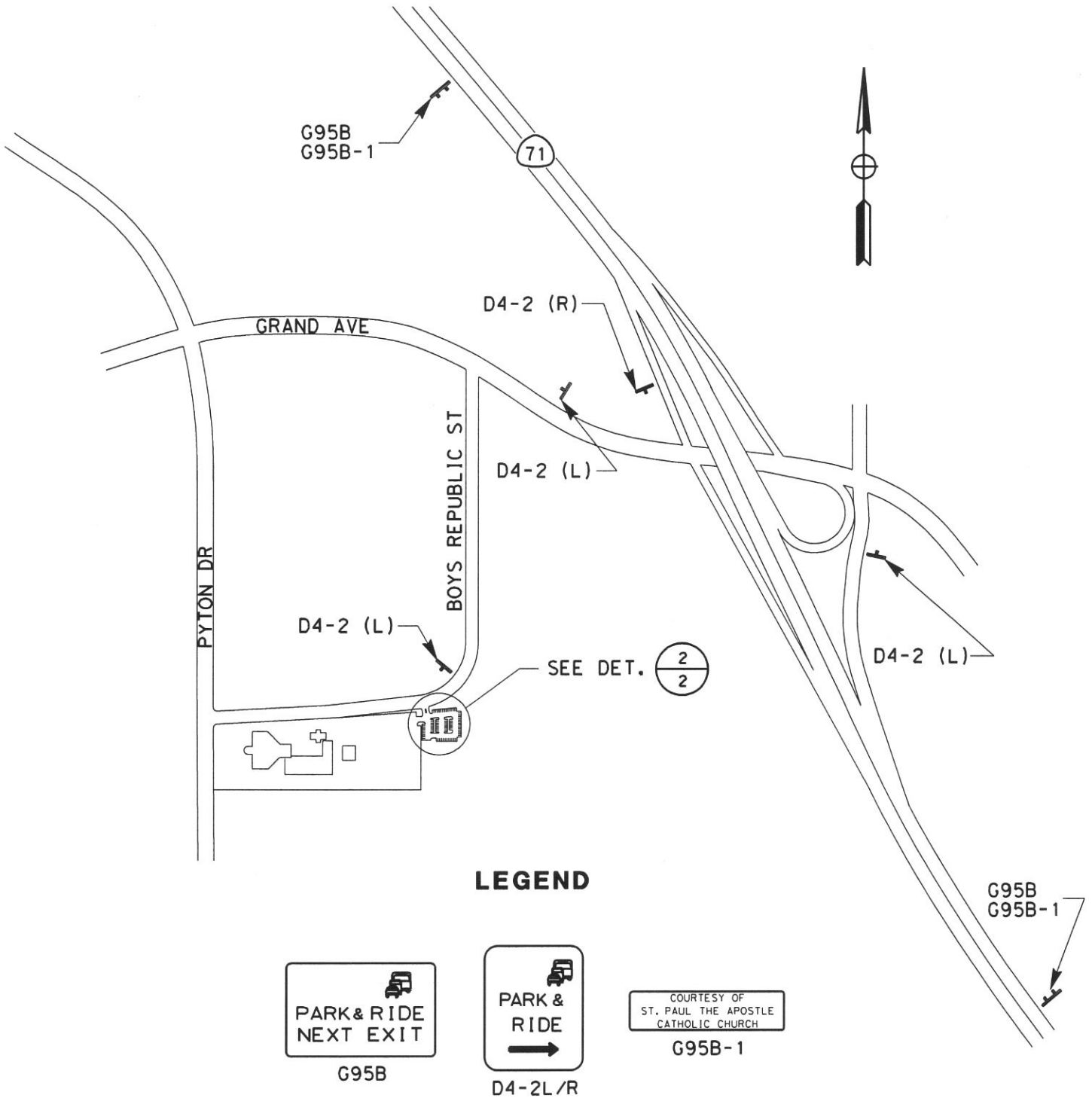
By: _____
Julianna K. Tillquist
General Counsel

EXHIBIT "A"

Legal Description of Site

PARCEL MAP 12936 PTN PARCEL 1 DESC AS BEG SW COR SD PARCEL 1 SD PT ALSO BEING SE COR PARCEL 2 SD PARCEL MAP 12936 TH N 89 DEG 24 MIN 51 SECONDS E ALG SLY LI SD PARCEL 1 220 FT TH N 00 DEG 36 MIN 23 SECONDS W ALG ELY LI SD PARCEL 1 330.30 FT TO ANGLE PT SD ELY LI TH N 00 DEG 36 MIN 39 SECONDS W ALG ELY LI SD PARCEL 1 95.41 FT TH S 84 DEG 47 MIN 37 SECONDS W 220.71 FT TH S 00 DEG 36 MIN 23 SECONDS E ALG NLY PROJECTION ELY LI SD PARCEL 2 AND ELY LI SD PARCEL 2 407.93 FT TO POB

ST. PAUL THE APOSTLE CATHOLIC CHURCH



Attachment: Exhibit B (7971 : Contract No. 22-1002676 with St. Paul the Apostle Catholic Church for a Park and Ride Lot)

ST. PAUL THE APOSTLE CATHOLIC CHURCH

BOYS REPUBLIC ST.

R100b

R99C

R99C
R7-8b

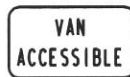
R99C
R7-8b



LEGEND



R99C



R7-8b

UNAUTHORIZED VEHICLES PARKED
IN DESIGNATED ACCESSIBLE
SPACES NOT DISPLAYING
DISTINGUISHING PLACARDS OR
SPECIAL LICENSE PLATES ISSUED
FOR PERSONS WITH DISABILITIES
WILL BE TOWED AWAY
AT THE OWNERS EXPENSE

TOWED VEHICLES
MAY BE RECLAIMED AT
14077 PEYTON DRIVE
CHINO HILLS, CA 91709
OR BY TELEPHONING
909-364-2000

R100b

INSURED AREA



DETAIL PLAN (75 SPACES)

Attachment: Exhibit B (7971 : Contract No. 22-1002676 with St. Paul the Apostle Catholic Church for a Park and Ride Lot)

Minute Action

AGENDA ITEM: 15

Date: *October 6, 2021*

Subject:

2021 Update to the 10-Year Delivery Plan - Valley Highway Programs

Recommendation:

Receive a report on the 2021 Update to the 10-Year Delivery Plan for the Valley Freeway Projects Program, Freeway Interchange Projects Program, and Valley Major Streets Program.

Background:

The Strategic Plan serves as the policy manual for the delivery of Measure I Programs by the San Bernardino County Transportation Authority (SBCTA) and its member agencies for the 30-year life of the Measure. The Strategic Plan addresses significant policy, fiscal, and institutional issues associated with the administration and implementation of Measure I, including managing the different goals and priorities among the Valley, Victor Valley, and Rural Mountain/Desert Subareas of the County. One of the key requirements of the Strategic Plan was the preparation of a 10-Year Delivery Plan (Delivery Plan) for Measure I Programs.

The SBCTA Board of Directors (Board) adopted the first Measure I 2010-2040 10-Year Delivery Plan in January 2012. The Delivery Plan provides a list of projects to be developed during a ten-year period and identifies project scopes, schedules, and budgets. Additionally, it provides a basis for the development of the annual budget for capital projects. The Delivery Plan is a living document that is updated every two years in order to capture revisions to the projects and assumptions in the plan, actual Measure I revenue figures, and relevant Board actions. Staff anticipates providing the 2021 Update to the 10-Year Delivery Plan (2021 Update) in its entirety for review at the November 2021 Metro Valley Study Session and Mountain/Desert Policy Committee meetings and for approval by the Board in December 2021.

Valley Freeway Projects Program

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 29% of the Measure I revenue collected in the Valley Subarea funds the Valley Freeway Projects Program, which for Fiscal Year 2021/2022 is estimated to be about \$47.3 million. The 2019 Update to the 10-Year Delivery Plan (2019 Update) included estimated Valley Freeway Projects Program project costs over the ten-year period of \$2.2 billion with \$1.0 billion coming from Measure I, \$225 million from toll revenues, and the balance from state, federal, and local funds. There was an unfunded need of \$138 million identified that has since been largely filled.

Since the adoption of the 2019 Update, construction has progressed on the Interstate 10 (I-10) Corridor Contract 1 and State Route 210 (SR 210) Widening Projects, and SBCTA has secured full funding through construction for the I-10 Truck Climbing Lane Project in the City of Yucaipa and the Interstate 15 (I-15) Corridor Contract 1 Project, which will connect with the I-15 express lanes in Riverside County and continue to Foothill Boulevard. SBCTA has evaluated options for the next express lanes project to be developed for construction, but significant construction cost increases over the last several years has led to a sequenced approach to construction on I-10 and I-15, with the 2019 Update including partial funding for what was referred to as the I-10 Corridor Contract 2A Project providing for two express lanes in each direction from the terminus of the I-10 Corridor Contract 1 Project to Sierra Avenue. It should

Entity: San Bernardino County Transportation Authority

be noted that the I-10 and I-15 Joint Sub-Committee has discussed revising the scope of the next phase of I-10. This is expected to be considered by the Board in the coming months and any changes will be incorporated into the final 2021 Update.

The table below provides an overview of the projects that have been identified for development in the 2021 Update and the current project status relative to the project scheduling and total project cost forecasts identified in the 2019 Update:

Table 1. Valley Freeway Projects Program Delivery Plan Project Status

Project	Schedule	Cost	Phase
I-215 Bi-County Landscaping	√	√	Landscape
I-215/Barton Road IC	√	-6M	Complete
SR 210 Widening	+1 yr	-46M	Construction
I-10 Corridor Contract 1	√	√	Design-Build
I-15 Corridor Contract 1*	+1 yr	+58M	Design
I-10 Corridor Contract 2A	√	-80M	Proj Develop
I-10 Truck Climbing Lane	+2 yr	+5M	Design
I-215/Mount Vernon Avenue/Washington Street Bridge	+1 yr	√	Right of Way

* Cost change is relative to smaller project scope identified in 2019 Update

Valley Freeway Interchange Projects Program

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 11% of the Measure I revenue collected in the Valley Subarea funds the Valley Freeway Interchange Projects Program, which for Fiscal Year 2021/2022 is estimated to be about \$17.9 million. The 2019 Update included estimated Valley Freeway Interchange Projects Program project costs over the ten-year period of \$386 million with \$228 million coming from Measure I, \$110 million from local funds, and the balance from state and federal funds. Approval of the 2019 Update included construction of all of the ten highest priority interchanges. In addition to the top ten interchanges, two Tier 2 interchanges were added to the Delivery Plan in the 2017 Update as a result of the on-going development of the I-10 Corridor Contract 1 Project, which will result in improvements to the I-10/Monte Vista Avenue, I-10/Euclid Avenue, and I-10/Vineyard Avenue Interchanges, and a \$40 million reserve was established for the Interchange Phasing Program. Since establishment of the Interchange Phasing Program, only the City of Yucaipa has entered the program for their I-10/Wildwood Canyon Road Interchange, although the City of San Bernardino recently notified SBCTA staff of their desire to proceed with a phased approach at the SR 210/Waterman Avenue Interchange. Additionally, interest has been expressed by the cities of Highland and Ontario for some of their eligible interchanges. No other changes are proposed to the project list for the 2021 Update.

As is typically the case, projects have experienced some delays in progress towards construction and the funding picture has changed since the 2019 Update, with significant estimated cost increases in the I-10/Mount Vernon Avenue Interchange that is largely funded with Measure I. The 2019 Update indicated the need to bond for \$120 million through 2024 to construct projects through 2024. Although there have been cost increases overall in this program, the schedule delays have decreased the need for bonding. While still undergoing analysis, keeping the projects on schedule could have implications to the interchange phasing program until after the priority

interchanges are completed. SBCTA staff will be looking for opportunities for short-term borrowing or internal cash flow borrowing to reduce the long-term impact to the interchange program.

The table below provides an overview of the current project status relative to the project scheduling and total project cost forecasts identified in the 2019 Update:

Table 2. Valley Freeway Interchange Projects Program Delivery Plan Project Status

Project	Schedule	Cost	Phase
I-10/Cedar Avenue IC	√	-1M	Design
SR 210/Base Line IC	+1 yr	-1M	Construction
SR 60/Central Avenue IC	+1 yr	+4M	Construction
I-10/University Street IC	+1 yr	√	Construction
I-215/University Parkway IC	+2 yr	√	Design
I-10/Alabama Street IC	+1 yr	√	Construction
SR 60/Archibald Avenue IC	√	+4M	Construction
I-10/Mount Vernon Avenue IC	+1 yr	+17M	Environmental
I-10/Riverside Avenue IC Phase 2*	TBD	TBD	TBD
I-15/Base Line Road IC - AEA	N/A	N/A	Close Out
SR 60/Euclid Avenue IC - AEA	N/A	N/A	Reimbursed
I-15/Sierra Avenue IC - AEA	N/A	N/A	Reimbursed
I-10/Euclid Avenue IC**	√	√	Design-Build
I-10/Monte Vista Avenue IC**	√	√	Design-Build
I-10/Vineyard Avenue IC**	√	√	Design-Build
SR 210/Waterman Avenue IC (Phasing Program)	New	New	Proj Initiation
I-10/Wildwood Canyon IC (Phasing Program)	New	New	Environmental
Interchange Phasing Program	N/A	N/A	N/A

* City-led project - awaiting update from City of Rialto

** Project costs are included in the Freeway Program - I-10 Corridor Contract 1 project.

Valley Major Streets Program

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 17% of the Measure I revenue collected in the Valley Subarea funds the Valley Major Streets Projects Program, of which the grade separation sub-program receives 20% and the arterial sub-program receives 80%. For Fiscal Year 2021/2022 the total Valley Major Streets Program revenue is estimated to be about \$27.7 million. The 2019 Update included estimated Valley Major Streets Program project costs over the ten-year period of \$234 million with \$5 million coming from Measure I, \$33 million from local funds, and the balance from state and federal funds. The near-term revenue for the grade separation sub-program is almost entirely dedicated to debt service and SBCTA only constructs projects in the arterial sub-program at the request of local jurisdictions. As such, no new projects are proposed in the Valley Major Streets Program from the projects that were included in the 2019 Update: the Mount Vernon Avenue Viaduct Project that reconstructs the Mount Vernon Avenue bridge over the BNSF Railroad intermodal yard in

the City of San Bernardino and the 4th Street bridge at I-10 in the City of Ontario that is being reconstructed as part of the I-10 Corridor Contract 1 Project.

The table below provides an overview of the current status relative to the project scheduling and total project cost forecasts identified in the 2019 Update:

Table 3. Valley Major Streets Program Delivery Plan Project Status

Project	Schedule	Cost	Phase
Monte Vista Avenue Grade Separation (UP)	√	-1M	Complete
Mount Vernon Avenue Viaduct	+2 yr	+16M	Design-Build
I-10 at 4 th Street Bridge	√	√	Design-Build

Revenue Forecast

The 2019 Update assumed that revenue would be increasing between 3.3% and 3.6% through 2029 and then between 3.0% and 3.5% through 2040 based on a study completed in December 2018 by the University of California, Riverside School of Business. The proposed inflation and real growth rate for the 2021 Update is between 3.2% and 3.5%, with an overall average of 3.3% through 2040 based on a study completed in June 2021 by Dr. John Husing, Economics & Politics, Inc. However, despite the pandemic and the initial concern about potential impacts to program revenue, the 2021 Update starts with a higher base value than projected in the 2019 Update, resulting in increased cumulative collections, increasing the \$6.5 billion total revenue in the 2019 Update to \$6.9 billion projected in the 2021 Update. A comparison of the forecasts in the 2019 Update to those in the 2021 Update is presented in Tables 4, 5, and 6.

**Table 4. Valley Freeway Projects Program Revenue Comparison
2019 Update vs 2021 Update (1,000s)**

Period	2019 Update	2021 Update	Change
FY2010/2011 – 2020/2021	\$392,980	\$402,406	+\$9,426
FY2021/2022 – 2030/2031	\$507,851	\$557,657	+\$49,806
FY2031/2032 – 2039/2040	\$617,107	\$677,574	+\$60,467
TOTAL	\$1,517,938	\$1,637,637	+\$119,699
Uncommitted Balance through 2040*	\$122,000	\$430,000	+\$308,000

* Preliminary estimate

**Table 5. Valley Freeway Interchange Projects Program Revenue Comparison 2019
Update vs 2021 Update (1,000s)**

Period	2019 Update	2021 Update	Change
FY2010/2011 - 2020/2021	\$149,061	\$152,637	+\$3,576
FY2021/2022 - 2030/2031	\$192,633	\$211,525	+\$18,892
FY2031/2032 - 2039/2040	\$234,075	\$257,011	+\$22,936
TOTAL	\$575,769	\$621,173	+\$45,404
Uncommitted Balance through 2040*	\$117,000	\$163,000	+\$46,000

* Preliminary estimate

**Table 6. Valley Major Streets Program Revenue Comparison
2019 Update vs 2021 Update (1,000s)**

Period	2019 Update	2021 Update	Change
FY2010/2011 - 2020/2021	\$266,657	\$272,749	+\$6,092
FY2021/2022 - 2030/2031	\$297,706	\$326,903	+\$29,197
FY2031/2032 - 2039/2040	\$361,753	\$397,198	+\$35,445
TOTAL	\$926,116	\$996,850	+\$70,734
Uncommitted Balance through 2040*	\$40,000	\$53,000	+\$13,000

* Preliminary estimate for grade separation sub-program

Bonding Analysis

The bonding analysis for the 2021 Update is being developed with the following criteria:

- Minimum agency-wide debt coverage ratio: 2.0
- Individual programs must have a positive cash flow over the term of the bond.
- Bond interest rate: 5%
- Latest bond issuance: still under analysis

As in previous Delivery Plans there will be a need to bond for both the Valley Freeway Projects Program and the Valley Freeway Interchange Projects Program. Staff is anticipating the need to bond beginning in Fiscal Year 2025/2026 and will recommend short-term financing or cash flow borrowing between Measure I Programs where possible to minimize bond costs. As mentioned previously, further refinement of the Valley Freeway Interchange Projects Program may be required as the bond analysis is developed. The majority of near-term grade separation sub-program funding is dedicated to debt service on prior bond issuances.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item was reviewed by the Transportation Technical Advisory Committee on August 30, 2021, and the City/County Managers Technical Advisory Committee on September 2, 2021, and received by the Board of Directors Metro Valley Study Session on September 9, 2021.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

Minute Action

AGENDA ITEM: 16

Date: *October 6, 2021*

Subject:

2021 Update to the 10-Year Delivery Plan - Valley Transit Programs

Recommendation:

Receive a report on the 2021 Update to the 10-Year Delivery Plan for the San Bernardino Valley Metrolink/Rail Service Program and San Bernardino Valley Express Bus/Bus Rapid Transit Service Program.

Background:

The Strategic Plan serves as the policy manual for the delivery of Measure I Programs by the San Bernardino County Transportation Authority (SBCTA) and its member agencies for the 30-year life of the Measure. The Strategic Plan addresses significant policy, fiscal and institutional issues associated with the administration and implementation of Measure I; including managing the different goals and priorities among the Valley, Victor Valley and Rural Mountain/Desert Subareas of the County. One of the key requirements of the Strategic Plan was the preparation of a 10-Year Delivery Plan (Delivery Plan) for Measure I Programs.

The SBCTA Board of Directors (Board) adopted the first Measure I 2010-2040 10-Year Delivery Plan in January 2012. The Delivery Plan provides a list of projects to be developed during a ten-year period and identifies project scopes, schedules and budgets. Additionally, it provides a basis for the development of the annual budget for capital projects. The Delivery Plan is a living document that is updated every two years in order to capture revisions to the projects and assumptions in the plan, actual Measure I revenue figures, and relevant Board actions. Staff anticipates providing the 2021 Update to the Delivery Plan (2021 Update) in its entirety for review at the November Metro Valley Study Session and Mountain/Desert Policy Committee meetings and for approval by the Board in December.

Valley Metrolink/Rail Service Program

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 8% of the Measure I revenue collected in the Valley Subarea funds the Valley Metrolink/Rail Service Program, which for Fiscal Year 2021/2022 is estimated to be about \$13 million. The 2019 Update to the 10-Year Delivery Plan (2019 Update) included estimated Metrolink/Rail Service Program project and operations costs over the ten-year period of \$658 million with \$178 million from Measure I, \$20 million from local funds, \$12 million anticipated from fare revenues from operations, and \$360 million from State and Federal funds, including \$165 million from competitive grant awards. There was an unfunded need of \$88 million for the Gold Line to Montclair and San Bernardino Line Double Track projects. The unfunded need has increased \$9 million to a total of \$97 million unfunded due to project cost increases of \$3 million for the Gold Line, and a \$15 million increase for the San Bernardino Line Double Track that is offset by \$9 million in funding that was added to the design phase. Funding opportunities are still being pursued for both projects.

Since the adoption of the 2019 Update, construction has nearly been completed on the Redlands Passenger Rail Project and passenger service is expected to begin in summer 2022; funding has been identified for the design phase of the Double Track project to better position the project to seek competitive grant funding; and the Gold Line project is still on hold as the

Entity: San Bernardino County Transportation Authority

Los Angeles County Metropolitan Transportation Authority (Metro) is seeking to identify funding to extend to the San Bernardino County line using an option under the current design-build contract that expires in October 2021. The 2019 Update included another project under the Valley Metrolink/Rail Service Program section, the Diesel Multiple Unit (DMU) rail vehicle conversion to Zero or low emission multiple unit (ZEMU) project, better known as the DMU to ZEMU. The DMU to ZEMU will now be included in a new section of the 2021 Update titled "Other Projects of Interest" that is further described below.

The table below provides an overview of the projects that have been identified for development in the 2021 Update and the current project status relative to the project scheduling and total project cost forecasts identified in the 2019 Update:

Table 1. Valley Metrolink/Rail Service Program Delivery Plan Project Status

Project	Schedule	Cost	Phase
Redlands Passenger Rail	√	+18M	Construction
San Bernardino Line Double Track*	+1.5 yr	+15M	Design
Gold Line to Montclair*	TBD	+3M	Design-Build

* Schedule dependent on funding availability for construction

Valley Express Bus/Bus Rapid Transit Service Program

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, the Valley Express Bus/Bus Rapid Transit Service Program initially received 2% of revenue collected in the Valley until March 31, 2020. Effective April 1, 2020, the Board approved an increase to 5% through the end of the Measure in 2040, with the 3% coming from the Valley Major Streets Program. Program revenue for Fiscal Year 2021/2022 is estimated to be about \$8 million. The 2019 Update included estimated Express Bus/Bus Rapid Transit Service Program project and operations costs for the West Valley Connector project over the ten-year period of \$313 million with \$108 million from Measure I, \$40 million from local and private funds, \$2 million anticipated from fare revenues from operations, and \$6 million from State and Federal funds. There was an unfunded need of \$157 million identified that has since been entirely filled with competitive grant awards.

Since the adoption of the 2019 Update, environmental was completed on the West Valley Connector project, design has been substantially completed, and right of way activities are underway. SBCTA and Omnitrans collaborated on several competitive grant submissions, and were successful in securing \$167 million in State and Federal awards, including \$87 million from the Federal Transit Administration (FTA) Small Starts Program, \$65 million from State Solutions for Congested Corridors, and \$15 million from Transit and Intercity Rail Capital Program. The project also received an additional \$26 million in Federal funding that will flow through the FTA from stimulus funds under the American Rescue Plan Act. The project is fully funded with a current estimated capital project cost of \$287.5 million.

The table below provides an overview of the current capital project status relative to the project scheduling and total project cost forecasts identified in the 2019 Update:

Table 2. Valley Express Bus/Bus Rapid Transit Service Program Delivery Plan Project Status

Project	Schedule	Cost	Phase
West Valley Connector	+1 yr	√	ROW

Other Projects of Interest

This new section of the Delivery Plan highlights projects that are significant to SBCTA and the region, but do not use funding from a specific Measure I Program. The DMU to ZEMU is the only project in this section that was included in the 2019 Update. Since that time, the hydrogen hybrid propulsion option has been selected as the preferred technology for the ZEMU, and both the vehicle and fueling infrastructure are in the design phase, with construction on the infrastructure anticipated to start in spring 2022. When the State initially awarded a \$30 million Transit and Intercity Rail Capital Program grant to develop the ZEMU technology, the State requested SBCTA also convert 1 of 3 DMUs procured for the Arrow service. The 2021 Update includes a new project to convert all 3 Arrow DMUs, to meet the goal of operating the entire Arrow corridor as a zero or low emission revenue operation. Two other transit projects included in this section that were not a part of the 2019 Update are: 1) the Ontario International Airport (ONT) Loop, an innovative four-mile sub-surface bi-directional tunnel system that will serve as an on-demand direct connection to ONT from the Rancho Cucamonga Metrolink station using electric vehicles that are planned to be autonomous and 2) the Zero Emission Bus Replacement Initiative that will replace current transit buses with zero emission buses to meet the California Air Resources Board's Innovative Clean Transit regulation mandate. While the Zero Emission Bus Replacement Initiative procurements and costs will be expended by the transit operators in San Bernardino County, SBCTA directly receives and allocates the majority of transit funding to the operators. Since the costs are significant, staff felt it important to include this as a project in the 2021 Update. By Board Policy 40001, Federal Congestion Mitigation and Air Quality (CMAQ) funds shall be considered as a significant source to fund transit capital projects and start-up operating expenses in accordance with CMAQ criteria. Allocation of CMAQ funding to transit capital projects is to be made by SBCTA in a manner consistent with the Delivery Plan and plans developed by the transit operators and approved by the Board. The total additional costs for vehicles and infrastructure associated with this mandate included in the ten-year period for this 2021 Update is estimated at \$138 million, more than doubling the \$131 million that would traditionally be reserved for bus purchases and replacements, and CMAQ funds have been reserved in SBCTA's programming documents for most of this cost, although SBCTA is hopeful that competitive funding may replace a portion of the CMAQ funding.

The table below provides an overview of the current project status relative to the project scheduling and total project cost forecasts identified in the 2019 Update:

Table 3. Other Projects of Interest Project Status

Project	Schedule	Cost	Phase
DMU to ZEMU	√	+7.5M	Design
ZEMU Conversion of 3 Initial Arrow DMUs	N/A	N/A	Not Started
Ontario International Airport (ONT) Loop	N/A	N/A	Proj Development
Zero Emission Bus Replacement Initiative	N/A	N/A	Proj Development*

* Some initial electric bus purchases have been made by Omnitrans and Victor Valley Transit Authority

Revenue Forecast

The 2019 Update assumed that revenue would be increasing between 3.3% and 3.6% through 2029 and then between 3.0% and 3.5% through 2040 based on a study completed in December 2018 by the University of California, Riverside School of Business. The proposed inflation and real growth rate for the 2021 Update is between 3.2% and 3.5% with an overall average of 3.3% through 2040 based on a study completed in June 2021 by Dr. John Husing, Economics & Politics, Inc. However, despite the pandemic and the initial concern about potential impacts to program revenue, the 2021 Update starts with a higher base value than projected in the 2019 Update, resulting in increased cumulative collections, increasing the \$6.5 billion total revenue in the 2019 Update to \$6.9 billion projected in the 2021 Update. A comparison of the forecasts in the 2019 Update to those in the 2021 Update is presented in Tables 4 and 5. Projects included in the Other Projects of Interest do not use Measure I Program funds, so there is no program revenue comparison.

**Table 4. Valley Metrolink/Rail Service Program Revenue Comparison
2019 Update vs 2021 Update (1,000s)**

Period	2019 Update	2021 Update	Change
FY2010/2011 – 2020/2021	\$108,408	\$111,009	+\$2,601
FY2021/2022 – 2030/2031	\$140,097	\$153,837	+\$13,740
FY2031/2032 – 2039/2040	\$170,237	\$186,917	+\$16,680
TOTAL	\$418,741	\$451,762	+\$33,021
Uncommitted Balance through 2040*	\$59,000	\$54,000	-\$5,000

* Preliminary estimate

**Table 5. Valley Express Bus/Bus Rapid Transit Service Program Revenue Comparison
2019 Update vs 2021 Update (1,000s)**

Period	2019 Update	2021 Update	Change
FY2010/2011 – 2020/2021	\$31,465	\$32,524	+\$1,059
FY2021/2022 – 2030/2031	\$87,560	\$96,148	+\$8,588
FY2031/2032 – 2039/2040	\$106,398	\$116,823	+\$10,425
TOTAL	\$225,423	\$245,495	+\$20,072
Uncommitted Balance through 2040*	\$16,000	\$125,000	+\$109,000

* Preliminary estimate

Bonding Analysis

The bonding analysis for the 2021 Update is being developed with the following criteria:

- Minimum agency-wide debt coverage ratio: 2.0
- Individual programs must have a positive cash flow over the term of the bond.
- Bond interest rate: 5%
- Latest bond issuance: still under analysis

Unlike previous Delivery Plans, there is no longer a need to bond for the Valley Metrolink/Rail Service Program or the Valley Express Bus/Bus Rapid Transit Service Program. This is due to a

combination of higher Measure I revenues actually received versus estimates, strategically expending other funding sources prior to Measure I for the Redlands Passenger Rail Project, and significant competitive funding awarded to the West Valley Connector. However, based on current projections, there may be a need for a small amount of cash flow borrowing during construction of the West Valley Connector, currently estimated at less than \$3 million. Funds would be repaid the following year, with interest, to the Measure I Program loaning the funds.

SBCTA is proactive to identify appropriate funding sources for long-term operations and maintenance when considering the funding of capital projects and the sustainability of fund sources. The bonding model is being developed to take advantage of CMAQ funds for a portion of initial operating costs on new transit service, as new service expenses are eligible for CMAQ funding for up to the first 5 years. Low Carbon Transit Operations Program (LCTOP) funds are also used where available for fare subsidies while establishing ridership on new service, although LCTOP funding is not a significant source of funding. After CMAQ and LCTOP assumptions are applied, and fare revenue is estimated, funding for operating costs for new service are expected to be funded as such: Gold Line and ONT Loop with Local Transportation Funds (LTF); Arrow service, stemming from the Redlands Passenger Rail Project, with Metrolink/Rail Service Program funds; and West Valley Connector with Valley Express Bus/Bus Rapid Transit Service Program funds.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item was reviewed by the Transportation Technical Advisory Committee on August 30, 2021, and the City/County Managers Technical Advisory Committee on September 2, 2021, and received by the Transit Committee on September 9, 2021.

Responsible Staff:

Michele Fogerson, Chief of Fund Administration

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

Minute Action

AGENDA ITEM: 17

Date: *October 6, 2021*

Subject:

Rural Mountain/Desert Subareas Major Local Highway Projects Program Project Lists

Recommendation:

Receive information on the proposed Rural Mountain/Desert Subareas Major Local Highway Projects Program Project Lists for the 2021 Update to the 10-Year Delivery Plan.

Background:

The Strategic Plan serves as the policy manual for the delivery of Measure I Programs by the San Bernardino County Transportation Authority (SBCTA) and its member agencies for the 30-year life of the Measure. The Strategic Plan addresses significant policy, fiscal, and institutional issues associated with the administration and implementation of Measure I, including managing the different goals and priorities among the Valley, Victor Valley, and Rural Mountain/Desert Subareas of the County. One of the key requirements of the Strategic Plan was the preparation of a 10-Year Delivery Plan (Delivery Plan) for Measure I Programs.

The SBCTA Board of Directors (Board) adopted the first Measure I 2010-2040 10-Year Delivery Plan in January 2012. The Delivery Plan provides a list of projects to be developed during a ten-year period and identifies project scopes, schedules and budgets. Additionally, it provides a basis for the development of the annual budget for capital projects. The Delivery Plan is a living document that is updated every two years in order to capture revisions to the projects and assumptions in the plan, actual Measure I revenue figures, and relevant Board actions. Staff anticipates providing the 2021 Update to the Delivery Plan (2021 Update) in its entirety for review at the November Metro Valley Study Session and Mountain/Desert Policy Committee meetings and for approval by the Board in December 2021.

One component of the update is developing the proposed project lists and funding plan for the Rural Mountain/Desert Subareas Major Local Highway Projects Program (MLHP). The list of proposed projects is comprised of the projects that were identified but not yet completed in the 2019 Update to the Delivery Plan (2019 Update) or those that have been defined as priorities since adoption of that plan. SBCTA staff is working closely with City, Town, and County staff from the Rural Mountain/Desert subareas and has incorporated project changes, additions, or deletions for the 2021 Update project lists. Project costs and schedules are not yet finalized, but staff will bring any significant changes to/or issues with the final proposed list to the Mountain/Desert Committee in October 2021 if necessary. Because these projects are locally prioritized, staff does not anticipate significant issues in finalizing the project details.

The following projects have been requested to date:

**Table 1. Rural Mountain/Desert Subareas Major Local Highway Projects Program
2021 Update Proposed Projects**

Colorado River Subarea	
Needles	US 95 Colorado River Bridge
	<i>Completed to date: Needles I-40 Connector</i>
SB County	Needles Highway-Segment 1C Realignment, Reconstruction, and Drainage Improvements from David Dr to south of Piute Wash (Regional Priority #1)
Morongo Basin Subarea	
Twentynine Palms	Split Rock Avenue at Twentynine Palms Flood Control Channel
	SR 62-Phase 2A Median Improvements from Encelia to Larrea
	SR 62-Phase 2B Widening from Encelia to Larrea (Regional Priority #1)
	<i>Completed to date: SR 62 Phase 1 from Encelia to Larrea, SR 62 Traffic Signals at Encelia and Lear, SR 62 from Canyon to Easy, and National Park Road Improvements</i>
Yucca Valley	SR 62 Widening from Sage to Airway (Regional Priority #2)
	Yucca Trail Widening from Sage to La Contenta
	<i>Completed to date: SR 62 from Apache to Palm, SR 62 from LaHonda to Dumosa, Traffic Signal at Dumosa</i>
SB County	None (projects from 2019 Update were funded with other sources)
	<i>Completed to date: Traffic Signal at Rotary Way</i>
Mountains Subarea	
Big Bear Lake	Moonridge Road Realignment & Roundabout
	<i>Completed to date: Village L</i>
SB County	Arrowbear Road Bridge Replacement
	Stanfield Cutoff Roundabout
North Desert Subarea	
Barstow	First Avenue Bridge over BNSF
	Rimrock Road from Barstow Rd to Avenue H
	First Avenue Bridge over Mojave River/Overflow
	Irwin Road from First Avenue to Old Hwy 58
	<i>Completed to date: Lenwood Road Grade Separation</i>
SB County	Baker Boulevard Bridge Replacement
	National Trails Highway Bridges (Regional Priority #1)
	<i>Completed to date: National Trails Highway Resurfacing</i>

Regional priority projects in the Mountains Subarea are being discussed by stakeholders as to the appropriate agency to act as project lead and reasonable costs and schedules. Project identification may follow adoption of the 2021 Update as little data exists on the scope of these projects.

Revenue Forecast

The 2019 Update assumed that revenue would be increasing between 3.3% and 3.6% through 2029 and then between 3.0% and 3.5% through 2040 based on a study completed in December 2018 by the University of California, Riverside School of Business. The proposed inflation and real growth rate for the 2021 Update is between 3.2% and 3.5% with an overall average of 3.3% through 2040 based on a study completed in June 2021 by Dr. John Husing, Economics & Politics, Inc. However, despite the pandemic and the initial concern about potential impacts to program revenue, the 2021 Update starts with a higher base value than projected in the 2019 Update, resulting in increased cumulative collections, increasing the \$6.5 billion total revenue in the 2019 Update to \$6.9 billion projected in the 2021 Update. A comparison of the forecasts in the 2019 Update to those in the 2021 Update is presented in Tables 2 through 5.

**Table 2. Colorado River Subarea Major Local Highway Projects Program
Revenue Comparison 2019 Update vs 2021 Update (1,000s)**

Period	2019 Update	2021 Update	Change
FY2010/2011 – 2020/2021	\$611	\$649	+\$38
FY2021/2022 – 2030/2031	\$756	\$906	+\$150
FY2031/2032 – 2039/2040	\$930	\$1,064	+\$134
TOTAL	\$2,297	\$2,619	+\$322
Uncommitted Balance through 2040*	\$2,000	\$1,200	-\$800

* Preliminary estimate of MLHP balance. Estimated balance of State/Federal funds is \$16.5 million

**Table 3. Morongo Basin Subarea Major Local Highway Projects Program
Revenue Comparison 2019 Update vs 2021 Update (1,000s)**

Period	2019 Update	2021 Update	Change
FY2010/2011 – 2020/2021	\$6,071	\$6,132	+\$61
FY2021/2022 – 2030/2031	\$7,253	\$7,828	+\$575
FY2031/2032 – 2039/2040	\$8,587	\$9,420	+\$833
TOTAL	\$21,912	\$23,380	+\$1,468
Uncommitted Balance through 2040*	\$13,000	\$10,400	-\$2,600

* Preliminary estimate of MLHP balance. Estimated balance of State/Federal funds is \$36.5 million

**Table 4. Mountains Subarea Major Local Highway Projects Program
Revenue Comparison 2019 Update vs 2021 Update (1,000s)**

Period	2019 Update	2021 Update	Change
FY2010/2011 – 2020/2021	\$5,195	\$5,277	+\$82
FY2021/2022 – 2030/2031	\$6,214	\$6,690	+\$476
FY 2031/2032 – 2039/2040	\$7,541	\$8,206	+\$665
TOTAL	\$18,951	\$20,173	+\$1,122
Uncommitted Balance through 2040 *	\$13,000	\$11,300	-\$1,700

* Preliminary estimate of MLHP balance. Estimated balance of State/Federal funds is \$37.2 million

**Table 5. North Desert Subarea Major Local Highway Projects Program
Revenue Comparison 2019 Update vs 2021 Update (1,000s)**

Period	2019 Update	2021 Update	Change
FY2010/2011 – 2020/2021	\$14,522	\$14,112	-\$410
FY2021/2022 – 2030/2031	\$14,002	\$12,337	-\$1,665
FY2031/2032 – 2039/2040	\$17,770	\$15,719	-\$2,051
TOTAL	\$46,295	\$42,168	-\$4,127
Uncommitted Balance through 2040*	\$27,000	\$22,800	-\$4,200

* Preliminary estimate of MLHP balance. Estimated balance of State/Federal funds is \$56.2 million

The revenue estimate for the North Desert Subarea is the only one showing decreasing revenue. This is likely due to the fact that when the 2019 Update revenue forecast was being developed, the short-term impact of revenue generated by large solar projects in the Subarea was not fully recognized. This reduction in revenue has not impacted the ability to deliver planned projects in the short-term, and staff will continue to monitor trends in revenue generation in the North Desert Subarea.

Bonding Analysis

The bonding analysis for the 2021 Update is being developed with the following criteria:

- Minimum agency-wide debt coverage ratio: 2.0
- Individual programs must have a positive cash flow over the term of the bond.
- Bond interest rate: 5%
- Latest bond issuance: still under analysis

As in previous Delivery Plans, the funding has been planned for the Rural Mountain/Desert Subarea Projects so that they can be delivered on a pay-as-you-go basis and not require bonding.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item was reviewed by the Transportation Technical Advisory Committee on August 30, 2021, and the City/County Managers Technical Advisory Committee on September 2, 2021, and received by the Mountain/Desert Policy Committee on September 17, 2021.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

Minute Action

AGENDA ITEM: 18

Date: *October 6, 2021*

Subject:

Victor Valley Subarea Major Local Highway Projects Program Proposed Project List

Recommendation:

Receive information on the proposed Victor Valley Subarea Major Local Highway Projects Program Project List for the 2021 Update to the 10-Year Delivery Plan.

Background:

The Strategic Plan serves as the policy manual for the delivery of Measure I Programs by the San Bernardino County Transportation Authority (SBCTA) and its member agencies for the 30-year life of the Measure. The Strategic Plan addresses significant policy, fiscal, and institutional issues associated with the administration and implementation of Measure I, including managing the different goals and priorities among the Valley, Victor Valley, and Rural Mountain/Desert Subareas of the County. One of the key requirements of the Strategic Plan was the preparation of a 10-Year Delivery Plan (Delivery Plan) for Measure I Programs.

The SBCTA Board of Directors (Board) adopted the first Measure I 2010-2040 10-Year Delivery Plan in January 2012. The Delivery Plan provides a list of projects to be developed during a ten-year period and identifies project scopes, schedules and budgets. Additionally, it provides a basis for the development of the annual budget for capital projects. The Delivery Plan is a living document that is updated every two years in order to capture revisions to the projects and assumptions in the plan, actual Measure I revenue figures, and relevant Board actions. Staff anticipates providing the 2021 Update to the Delivery Plan (2021 Update) in its entirety for review at the November Metro Valley Study Session and Mountain/Desert Policy Committee meetings and for approval by the Board in December.

One component of the update is developing the proposed project lists and funding plan for the Victor Valley Subarea Major Local Highway Projects Program (MLHP). The list of proposed projects is comprised of the projects that were identified but not yet completed in the 2019 Update to the Delivery Plan (2019 Update) or those that have been defined as priorities since adoption of that plan. SBCTA staff is working closely with City, Town, and County staff from the Victor Valley Subarea and has incorporated project changes, additions, or deletions for the 2021 Update project lists. Project costs and schedules are not yet finalized, but staff will bring any significant changes to/or issues with the final proposed list to the Mountain/Desert Committee in October 2021 if necessary. Because these projects are locally prioritized, staff does not anticipate significant issues in finalizing the project details.

The following projects have been requested to date:

**Table 1. Victor Valley Subarea Major Local Highway Projects Program
2021 Update Proposed Projects**

ADELANTO	
Requested	El Mirage Road Construction from US 395 to Koala Road
Completed to Date	<i>US 395 Phase 1 Widening from SR 18 to Chamberlaine Way</i>
APPLE VALLEY	
Committed	Apple Valley Road and SR 18 Realignment
	Stoddard Wells Road Widening from I-15 to Johnson Road
Requested	Bear Valley Road Bridge Over Mojave River
	Central Road from SR18 to Bear Valley Road
	Johnson Road Widening from Stoddard Wells Road to Navajo Road
	Dale Evans Parkway Phase 1 (Waalew Realignment)
Completed to Date	<i>Yucca Loma Bridge from Yucca Loma Road to Yates Road, Yucca Loma Road Widening from Yucca Loma Bridge to Apple Valley Road</i>
HESPERIA	
Committed	Ranchero Corridor Widening from West City Limits to 7 th Street
Requested	Main Street Widening Phase 1 from I-15 to Fuente and Aqueduct Bridge
	Main Street Widening Phase 2 from Fuente to 11 th Street
Completed to Date	<i>I-15/Ranchero Interchange</i>
VICTORVILLE	
Committed	Yucca Loma Corridor - Green Tree Boulevard Extension
	Bear Valley Road Overhead at BNSF
Completed to Date	<i>I-15/La Mesa-Nisqualli Interchange</i>
COUNTY OF SAN BERNARDINO	
Committed	Yucca Loma Corridor - Green Tree Boulevard Extension
	Ranchero Corridor Widening from Mariposa to Hesperia City Limits
	Rock Springs Road Bridge over Mojave River
	Phelan Road Widening from SR 138 to Hesperia City Limits*
Completed to Date	<i>Ranchero Road/Escondido Avenue Traffic Signal, Yates Road Widening</i>
REGIONAL/INTERREGIONAL	
Requested	US 395 Phase 2 Widening from I-15 to Palmdale Road (Regional Priority #1)*

*Project not fully funded

Based on the costs and schedules received from jurisdiction staff, sufficient funding has been identified between MLHP and state and federal sources to fully fund all but two of the projects listed in Table 1: the US 395 Phase 2 Widening Project and the County of San Bernardino San Bernardino County Transportation Authority

(County) Phelan Road Widening Project. The US 395 Phase 2 Widening Project is currently estimated at \$74 million and has an unfunded need of \$30 million that will be targeted for competitive funding through Senate Bill 1 grant programs. If these grant proposals are not successful, SBCTA staff will reevaluate the use of state and federal funds countywide for an opportunity to move funds between Subareas. The Phelan Road Widening Project is currently estimated at \$61 million and is estimated to be eligible to receive \$57 million in funding from SBCTA. However, based on all of the projects committed to the County to date, this allocation would exceed the County's share of funding through 2031 from SBCTA by \$24 million and allocate almost 100% of the funding currently available for County projects through 2040. Because the project is in the early stages of project development and construction is not scheduled to begin until 2026, SBCTA staff recommends leaving the \$24 million gap in the project until further information is gathered about regional needs in the Subarea.

A critical factor in making this funding decision is the relationship between funding available for regional/interregional projects and that available for local priorities. Until January 2019, Measure I policy stated that MLHP funds were to be shared equally among the Victor Valley cities and the County. SBCTA and Caltrans were not identified as sharing in the MLHP funds. However, with a recent policy change, equal share calculations for jurisdictions are now based on the total Public Share funding in the Subarea, which includes the Victor Valley share of state and federal funding (for which SBCTA policy requires fair-share distribution among Subareas) in addition to MLHP funds. Any funding allocated to the regional/interregional projects comes off the top of funding available to the Subarea and reduces what is available to each of the jurisdictions for local projects.

In June 2021, the Board adopted a prioritized list of regional/interregional projects for the Subarea (Attachment 1), with the first priority being the US 395 Phase 2 Widening Project from I-15 to Palmdale Road. (Note that it is referred to as Phase 3 in the Agenda Item, but because it is the second project to be implemented on US 395, it will be referred to as Phase 2 in the 2021 Update.) The list is extensive and identifies important improvements to US 395, SR 138, I-15, and potentially SR 18 after completion of the Feasibility Study currently underway; unfortunately this list is not financially constrained and many of the projects will not likely be fully funded without other competitive state and federal transportation funds. If jurisdictions are allowed to get too far ahead of their share of funding, it essentially cuts out the opportunity for these regional/interregional projects to receive funding. As this list was just recently adopted, more time is needed to evaluate potential funding strategies and implementation schedules, and it would be premature to undercut the ability to move forward on these projects without more thoughtful consideration of the overall impact.

Revenue Forecast

The 2019 Update assumed that revenue would be increasing between 3.3% and 3.6% through 2029 and then between 3.0% and 3.5% through 2040 based on a study completed in December 2018 by the University of California, Riverside School of Business. The proposed inflation and real growth rate for the 2021 Update is between 3.2% and 3.5% with an overall average of 3.3% through 2040 based on a study completed in June 2021 by Dr. John Husing, Economics & Politics, Inc. However, despite the pandemic and the initial concern about potential impacts to program revenue, the 2021 Update starts with a higher base value than projected in the 2019 Update, resulting in increased cumulative collections, increasing the \$6.5 billion total

revenue in the 2019 Update to \$6.9 billion projected in the 2021 Update. A comparison of the forecast in the 2019 Update to that in the 2021 Update is presented in Table 2.

**Table 2. Victor Valley Subarea Major Local Highway Projects Program
Revenue Comparison 2019 Update vs 2021 Update (1,000s)**

Period	2019 Update	2021 Update	Change
FY2010/2011 – 2020/2021	\$44,486	\$45,184	+\$698
FY2021/2022 – 2030/2031	\$57,955	\$60,366	+\$2,411
FY2031/2032 – 2039/2040	\$76,617	\$78,155	+\$1,538
TOTAL	\$179,058	\$183,705	+\$4,647
Uncommitted Balance through 2040*	\$70,000	\$100,280	+\$30,280

* Preliminary estimate of MLHP balance. Estimated balance of State/Federal funds is \$134 million

The uncommitted balance of funds through 2040 has increased substantially because of the inclusion of paybacks of loans for the I-15/Ranchero Interchange Project and the Green Tree Boulevard Extension Project. As these loans are paid off, the funds become available to the MLHP for use on other projects.

Bonding Analysis

The bonding analysis for the 2021 Update is being developed with the following criteria:

- Minimum agency-wide debt coverage ratio: 2.0
- Individual programs must have a positive cash flow over the term of the bond.
- Bond interest rate: 5%
- Latest bond issuance: still under analysis

As in recent Delivery Plans, the funding has been planned for the Victor Valley Subarea MLHP projects so that they can be delivered on a pay-as-you-go basis and not require bonding.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item was reviewed by the Transportation Technical Advisory Committee on August 30, 2021, and the City/County Managers Technical Advisory Committee on September 2, 2021, and received by the Mountain/Desert Policy Committee on September 17, 2021.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

Minute Action

AGENDA ITEM: 22

Date: June 2, 2021

Subject:

Victor Valley Subarea Regional/Interregional Projects Prioritization

Recommendation:

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

Approve the Victor Valley Subarea Regional/Interregional Projects List and prioritization of projects in Attachment A, 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 United States (US) highways throughout the Mountain/Desert region as projects to be funded from the Measure I Major Local Highways Program (MLHP) and State and Federal funding sources. At its April 3, 2019 meeting, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) 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 US highway routes, along with the funding amount required and availability of funding to be set aside. The prioritized list for the Rural Subareas was approved by the Board in April 2021. This item concerns the prioritization for the Victor Valley Subarea.

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 Victor Valley Subarea staff 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 Victor Valley Subarea, Measure I MLHP funds and State and Federal funds that are not assigned to regional/interregional projects are shared equally between jurisdictions within the Subarea by policy. While some State and Federal funds have been allocated to projects

Entity: San Bernardino County Transportation Authority

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. Because this project is undefined, it was not included in the prioritization at this time.
- SR 18/SR 138 Corridor Study – As an interim project for near-term improvement to east-west flows between the Antelope and Victor Valleys until funding for the High Desert Corridor is available, SBCTA has approved funding for a Project Study Report in collaboration with Los Angeles County Metropolitan Transportation Authority and Caltrans. Because this project is undefined, it was not included in the prioritization at this time.
- US 395 Widening – it was agreed that widening additional segments of US 395 remains a priority for the Victor Valley Subarea.
- I-15/Joshua Interchange – it was agreed that improvements along Joshua could be prioritized as a regional project, but only in the context of the development of a Brightline Station near the Joshua interchange.

Attachment A lists the prioritized project lists for the Victor Valley Subarea. Items marked as “N/A” were reviewed but not ranked by members of the Subarea at this time. 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.

As stated earlier, in the Victor Valley Subarea, Measure I MLHP funds and State and Federal funds that are not assigned to regional/interregional projects are shared equally between jurisdictions within the Subarea by policy. In other words, funding directed to regional/interregional projects reduce the funds available to split between the local jurisdictions. Staff will work with jurisdictions within the 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 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 May 21, 2021.


Responsible Staff:

Andrea Zureick, Director of Fund Administration

RESULT: **APPROVED [UNANIMOUS]**
MOVER: John Valdivia, City of San Bernardino
SECONDER: Curt Hagman, County of San Bernardino
AYES: Bishop, Courtney, Herrick, Ulloa, Marquez,
Navarro, Warren, McNaboe, Gregg, McCallon,
Rigsby, Dutrey, Paget, Wapner, Michael, Barich,
Valdivia, Klink, Jones, Avila, Denison, Cook,
Rowe, Hagman, Baca Jr.
ABSENT: Hernandez, Robertson, Garcia, Rutherford

Approved
Board of Directors
Date: June 2, 2021

Witnessed By:


Marleana Roman, Clerk of the Board 06/02/2021

ATTACHMENT A - VICTOR VALLEY SUBAREA REGIONAL/INTERREGIONAL PROJECT PRIORITIZATION

RANK	REGIONAL/INTERREGIONAL PROJECT	COMMENTS
1	US 395 Phase 3 widen 2 to 4 lanes (I-15 to Palmdale Rd.)	Environmental completed. Possibility for near-term coordination with a CT SHOPP project; good candidate for TCEP.
2	I-15 @ Joshua Street Interchange Widening - Widen roadway and bridge from US 395 to Mariposa from 2 to 4 lanes to accommodate the proposed Brightline West High Speed Rail Station/parking structure in Hesperia.	Would be in conjunction with Brightline's plans to widen bridge for bus lane and likely implemented by Brightline. Therefore, contingent on need for rail station.
3	US 395 Phase 2 widen 2 to 4 lanes (Chamberlaine Way to Desert Flower)	Environmental complete.
4	I-15 Victor Valley Express Lanes Widening - Add 1 HOT lane each direction from US 395 to D Street.	No project work to date. Probably not feasible if Brightline is in the median. If Brightline built only to Apple Valley, consider extending lanes to Stoddard Wells.
5	SR 138 Segment 4 widen 2 to 4 lanes (Lone Pine Canyon Rd to I-15)	Design is complete, just needs funding.
6	Rock Springs Road Bridge over Mojave River - widen 2 to 4 lanes	Bridge replacement is in Highway Bridge Program - funding would be for cost to widen bridge and approaches.
7	US 395 Phase Future widen 2 to 4 lanes (Desert Flower to North Desert Subarea)	CT was working on environmental but was deprioritized at HQ and no longer in progress.
8	SR 138 Segment 1 widen 2 to 4 lanes (SR 18 to Phelan)	Majority of this project is in LA County and not likely to be prioritized by them. Caltrans is planning a safety project to add a median lane in San Bernardino County.
9	SR 247/SR18 Intersection Realignment at SR 18 and Crystal Creek Rd (Lucerne Valley)	Problem first identified for truck traffic NB on Crystal Creek. Four-way stop has been installed at intersection. Additional roadway R/W (local road and highway) will be required to accommodate further improvements such as signalization and/or intersection realignment. A greater amount of R/W will be required to accommodate a single, realigned roadway at the existing intersection location. Less R/W will be required for an offset intersection; however, intersection spacing standards are applicable.
10	SR 138 Realignment from Summit Valley Road to SR 173	No project work to date.
11	SR 138 Widening from I-15 to Summit Valley Road	No project work to date.
N/A	SR 18 from LA County line to US 395 widen 2 to 4 lanes Feasibility Study (rank later)	High Desert Corridor alternative. Feasibility study underway with LA Metro with possible ranking later after scope is better defined.
N/A	SR 247 (Lucerne Valley-Yucca Valley) Feasibility Study (rank later)	Possible passing lanes, left and right turn pockets, intersection improvements through a portion of Victor Valley Subarea. Feasibility study is proposed now with possible ranking later after scope is defined.
N/A	High Desert Corridor - Roadway Victor Valley to Palmdale	Roadway was not included in NEPA environmental action but was included in CEQA NOD. Roadway was taken out of RTP/SCS - no longer a project. Rail portion is continuing with LA Metro as lead.

Note: Items marked as "N/A" were reviewed but not ranked by members of the Subarea at this time.

ATTACHMENT B
MOUNTAIN/DESERT SUBAREAS TRANSPORTATION FUNDING SOURCES
for REGIONAL/INTERREGIONAL HIGHWAY PROJECTS

CITY/COUNTY	SBCTA	CALTRANS
LOCAL FUNDS		
Development Impact Fees (DIF) Contribution <i>Required for access to SBCTA Public Funds on most projects.</i>	Measure I Major Local Highway (MLH) For major streets and highways serving as primary routes of travel within subarea. Combined with State and Federal sources below for <i>Public Share</i> contribution.	
Local Funds Can be used for project phases <i>without Public Share contribution</i> 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) <i>DIF Share</i> for projects that improve aging infrastructure, road conditions, active transportation, and have health and safety benefits. <i>Competitive grant.</i>	Local Partnership Program (LPP) <i>Public Share</i> for projects that improve aging infrastructure, road conditions, active transportation, and have health and safety benefits. <i>Formula funds and competitive grant.</i>	State Highway Operation & Protection Program (SHOPP) For repair and preservation of existing infrastructure, emergency repairs, safety improvements, and some highway operational improvements on the State Highway System. <i>Not for capacity increasing projects.</i>
	Solutions for Congested Corridors Program (SCCP) <i>Public Share</i> for high-occupancy vehicle lanes, managed lanes, auxiliary lanes, truck climbing lanes, and other <i>non-general purpose lane</i> highway improvements. <i>Competitive grant.</i>	Solutions for Congested Corridors Program (SCCP) For high-occupancy vehicle lanes, managed lanes, auxiliary lanes, truck climbing lanes, and other <i>non-general purpose lane</i> highway improvements. <i>Competitive grant.</i>
Trade Corridor Enhancement Program (TCEP) For improvements on corridors with high volume of freight movement. <i>Competitive grant (60% target).</i>	Trade Corridor Enhancement Program (TCEP) <i>Public Share</i> for improvements on corridors with high volume of freight movement. <i>Competitive grant (60% target).</i>	Trade Corridor Enhancement Program (TCEP) For improvements on corridors with high volume of freight movement. <i>Competitive grant (60% target).</i>
	State Transportation Improvement Program - Regional (STIP-RIP) <i>Public Share</i> for capital improvement transportation projects on and off the State Highway System. <i>Formula funds.</i>	State Transportation Improvement Program - Interregional (STIP-IIP) For improvements to state highways, intercity passenger rail, interregional movement of people, vehicles, and goods <i>based on statewide priorities.</i>

ATTACHMENT B
MOUNTAIN/DESERT SUBAREAS TRANSPORTATION FUNDING SOURCES
for REGIONAL/INTERREGIONAL HIGHWAY PROJECTS

CITY/COUNTY	SBCTA	CALTRANS
FEDERAL FUNDS		
	Surface Transportation Program (STP) <i>Public Share</i> - Most flexible federal funding for highway and bridge projects. <i>Formula Funds.</i>	
	Congestion Mitigation and Air Quality (CMAQ) <i>Public Share</i> for transportation projects and other efforts that contribute air quality improvements and provide congestion relief. <i>Formula funds.</i>	
Highway Bridge Program (HBP) For projects to replace or rehabilitate bridges in the National Bridge Inventory.	Highway Bridge Program (HBP) For projects to replace or rehabilitate bridges in the National Bridge Inventory.	
Infrastructure for Rebuilding America (INFRA) For nationally and regionally significant freight and highway projects. <i>Competitive grant.</i>	Infrastructure for Rebuilding America (INFRA) <i>Public Share</i> for nationally and regionally significant freight and highway projects. <i>Competitive grant.</i>	Infrastructure for Rebuilding America (INFRA) For nationally and regionally significant freight and highway projects. <i>Competitive grant.</i>
Better Utilizing Investments to Leverage Development (BUILD) For highway and bridge projects with national significance. (Prior TIGER grant) <i>Competitive grant.</i>	Better Utilizing Investments to Leverage Development (BUILD) <i>Public Share</i> for highway and bridge projects with national significance. (Prior TIGER grant) <i>Competitive grant.</i>	Better Utilizing Investments to Leverage Development (BUILD) For highway and bridge projects with national significance. (Prior TIGER grant) <i>Competitive grant.</i>

Minute Action

AGENDA ITEM: 19

Date: *October 6, 2021*

Subject:

Amendments to Policy No. 40023 Determination of Proportional Shares of State and Federal Funds between Subareas Measure I 2010-2040 Strategic Plan

Recommendation:

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

Approve the amendments to Policy No. 40023 Determination of Proportional Shares of State and Federal Funds between Subareas Measure I 2010-2040 Strategic Plan, as indicated in this report and the proposed revised policy attached.

Background:

The Federal Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) of 2021 apportioned \$911.8 million to California (Federal Relief Funds) to be used for a broad range of surface transportation purposes listed in Section 113(b) of Title 23 of the United States Code. These funds are intended to prevent, prepare for, and respond to Coronavirus impacts. The Act allows Federal Relief Funds to be used for preventive and routine maintenance, operations, personnel, salaries, contracts, debt service payments, and availability payments, as well as transfers to public tolling agencies. The federal share of costs may be up to 100%.

In March 2021, the California Transportation Commission (CTC) approved splitting California's apportionment of \$911.8 million with 60% (\$547.1 million) being distributed to state programs and 40% (\$364.7 million) being distributed to regional programs. This ratio is consistent with the ratio used by California for programmatic funding received under recent federal surface transportation legislation, including the Fixing America's Surface Transportation (FAST) Act.

The CTC further divided the regional share of \$364.7 million with 50% to be administered through the State Transportation Improvement Program (STIP) and 50% to be administered through California Department of Transportation (Caltrans) Local Assistance in a new CRRSAA program, equating to \$182.3 million under each program. The Federal Relief Funds apportioned to San Bernardino County Transportation Authority (SBCTA) through the STIP will flow through the Regional Transportation Improvement Program (RTIP), which is allocated to regions using a formula based on population and state highway lane miles. The Federal Relief Funds apportioned to SBCTA through the CRRSAA program were apportioned in the same manner as the Surface Transportation Block Grant Program (STP), which is distributed using solely a population formula.

RTIP funds are generally limited to funding capital project costs, with the exception that five percent may be made available for planning, programming, and monitoring activities; Federal Relief Funds administered through the RTIP would be subject to these limitations. In contrast, the Federal Relief Funds administered through the CRRSAA program will allow more flexibility for spending on operations and other non-capital costs. Ultimately, the total apportionment of Federal Relief Funds available to the San Bernardino County region amounts

Entity: San Bernardino County Transportation Authority

to \$21,909,386, with the apportionments administered through the RTIP and the CRRSAA program totaling \$11,948,858 and \$9,960,528, respectively.

Additionally, on March 23, 2018, Congress passed the Consolidated Appropriations Act of 2018, which was subsequently signed into law. This omnibus spending bill included the Department of Transportation Appropriations Act, which renewed funding for the Highway Infrastructure Program (HIP) to construct highways, bridges, and tunnels. Since then, the HIP has had four cycles of funding announced by the Federal Highway Administration (FHWA), for fiscal years 2017/2018, 2018/2019, 2019/2020 and 2020/2021. Cumulatively, approximately \$16.8 million in HIP funding has been made available to the San Bernardino County region since Fiscal Year 2017/2018. The HIP funds are apportioned to SBCTA in the same manner as the STP funds.

SBCTA Policy Background for Consideration

Under SBCTA Policy No. 40023, Determination of Proportional Shares (PS) of State and Federal Funds between Subareas Measure I 2010-2040 Strategic Plan, the SBCTA Board of Directors (Board) adopted a countywide distribution formula for STIP and STP funds, among other funds. Currently, HIP funds and Federal Relief Funds are not included in Policy No. 40023. It is important to note that Policy No. 40023 does not involve the recommended use or allocation of State and Federal Funds, only how shares of these funds are apportioned to each subarea. Through Policy No. 40023 the STIP and STP funds are apportioned between subareas in the same manner as they are apportioned to SBCTA:

- STIP funds are apportioned between all subareas based on a formula of 75% population and 25% highway miles.
- STP funds received for the Riverside-San Bernardino and Los Angeles-Long Beach-Anaheim urbanized areas are apportioned to the Valley subarea.
- STP funds received for the Victorville-Hesperia urbanized area are apportioned to the Victor Valley subarea.
- STP funds received for all other areas of the county are apportioned between the Rural Mountain/Desert subareas by population formula.
- STP funds received for any area of the county are apportioned between the rural Mountain/Desert subareas based on a formula of 75% population and 25% highway miles since these are received through the STIP formula.
- Allocations that come off the top for programs such as the County State-Federal exchange program, Caltrans overhead, and the Local Streets and Roads contribution will not count as obligations for any subarea.

Federal Relief Funds – STIP Apportionment Policy Recommendation

The Federal Relief Funds apportioned to regional agencies through the STIP are distributed to regional agencies by population and state highway lane miles. The formula share for San Bernardino County is \$11.9 million.

The funds must be:

- Used to fund capital project costs, with the exception that 5 percent may be made available for planning, programming, and monitoring activities
- Used for any phase of project development – environmental through construction

Program Schedule:

- Funds will be programmed in the 2022 STIP, due to the CTC on December 15, 2021.
- The CRRSAA makes no further set-aside or suballocations of these funds.
- Funds must be obligated by September 30, 2024.
- Funds must be expended by September 30, 2029.

Staff recommends that the Federal Relief Funds received through the STIP be incorporated into Policy No. 40023 and apportioned to each subarea consistent with the apportionment of STIP funds, as described above.

Federal Relief Funds – CRRSAA Program Apportionment Policy Recommendation

The Federal Relief Funds apportioned to regional agencies through the CRRSAA program are distributed to regional agencies by population. The formula share for San Bernardino County is \$9.9 million.

The funds must be:

- Used to fund capital costs, and may also be used to fund costs related to preventive maintenance, operations, personnel, debt service payments, availability payments, and coverage for other revenue losses
- Used for any phase of project development – environmental through construction

Program Schedule:

- The CRRSAA makes no further set-aside or suballocations of these funds.
- Funds must be obligated by September 30, 2024.
- Funds must be expended by September 30, 2029.

While the CRRSAA program funds were apportioned using a population formula, the apportionment was not further divided by population of urban area, as typically done in the STP. Therefore, staff recommends that the Federal Relief Funds received through the CRRSAA program be incorporated into Policy No. 40023 and apportioned to each subarea by relative population using the 2021 Population Estimates adopted by the SBCTA Board on July 7, 2021.

HIP Funds Apportionment Policy Recommendation

Federal HIP funds are similar to STP funds in that both fund sources are eligible for activities included under section 133(b) of title 23 of the United States Code. HIP funds are apportioned to SBCTA in four apportionments – one for each of the three urban areas of the county (Riverside-San Bernardino, Los Angeles-Long Beach-Anaheim, Victorville-Hesperia), and one for all other areas of the county. HIP apportionments are based on relative populations through the State. The HIP has had four recent cycles of funding announced by the FHWA, providing \$16.8 million in funding to the San Bernardino County region since Fiscal Year 2017/2018.

The funds must be:

- Used to fund activities such as construction of highways, bridges, and tunnels, among other activities which are specific to the year of apportionment
- Used for any phase of project development – environmental through construction

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Program Schedule:

- The HIP is subject to annual federal budget authority and makes no further set-aside or suballocations of these funds.
- HIP funds are available for obligation for four years, including the year of authorization.
- HIP funds must be expended within five years after the year of obligation.

Staff recommends that the HIP funds be incorporated into Policy No. 40023 and apportioned to each subarea consistent with the apportionment of STP funds described above for urban areas and all other areas of the county.

Additional Revisions to Policy 40023

On September 5, 2018, the SBCTA Board approved Policy No. 35100 Allocation of Senate Bill 1 Local Partnership Program Funds. While the policy establishes the requirements for the apportionment, allocation, and administration of Senate Bill (SB) 1 Local Partnership Program (LPP) funds and refers specifically to Policy No. 40023, Policy No. 40023 was not revised at that time to incorporate reference to LPP formula funding. The amended version of Policy No. 40023 attached to this agenda item incorporates Federal Relief Funds, HIP funding, and LPP formula funding.

Financial Impact:

This item has no financial impact on the Fiscal Year 2021/2022 Budget.

Reviewed By:

The proposed policy was reviewed by the Transportation Technical Advisory Committee on August 30, 2021, and the City/County Managers Technical Advisory Committee on September 2, 2021, and unanimously recommended for approval by the General Policy Committee on September 9, 2021.

Responsible Staff:

Vanessa Schoenewald, Management Analyst III

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

San Bernardino County Transportation Authority	Policy	40023
Adopted by the Board of Directors February 4, 2015	Revised	
Determination of Proportional Shares (PS) of State and Federal Funds between Subareas Measure I 2010-2040 Strategic Plan	Revision No.	12

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

Table of Contents

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I. PURPOSE

The purpose of this policy is to establish the basis of determining geographic equity in the distribution of State and Federal funds between subareas. The Measure I 2010-2040 Transportation Expenditure Plan requires that a proportional share of State and Federal funds be reserved for use within each subarea. The policies define and document how proportional shares will be determined for each State and Federal fund source over which the Board has allocation authority and how shares will be tracked over time.

II. REFERENCES

Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan

III. DEFINITIONS

Allocation – An action by the Board to assign funds to a specific project.

Apportionment – A share of a State or Federal fund that is assigned to a subarea.

Congestion Mitigation and Air Quality Program (CMAQ) – CMAQ funds are authorized to fund transportation projects or programs located in nonattainment or maintenance areas that contribute to attainment of ambient air quality standards. CMAQ eligibility is conditional upon analyses showing that the project will reduce emissions of criteria pollutants. Activities typically eligible for funding by CMAQ include high occupancy vehicle (HOV) lanes, transit improvements, travel demand management strategies, traffic flow improvements such as signal synchronization, and public fleet conversions to cleaner fuels. SBCTA receives annual apportionments of CMAQ and is the agency responsible for selecting projects.

Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Program – CRRSAA Program funds provide flexible funding that may be used for projects on any federal aid highway, bridge projects on any public road, transit capital projects, and public bus terminal and facilities, and more. CRRSAA Program funds are apportioned to SBCTA by relative population to the other regions in the State. SBCTA received a one-time apportionment of CRRSAA Program funds and is the agency responsible for selecting projects.

Federal Relief Funds – CRRSAA provided funding (Federal Relief Funds) that may be used for a broad range of surface transportation purposes listed in Section 113(b) of Title 23 of the United States Code and is intended to prevent, prepare for, and respond to Coronavirus impacts. The Act allows the Federal Relief Funds to be used for preventive and routine maintenance, operations, personnel, salaries, contracts, debt service payments, and availability payments, as well as transfers to public tolling agencies. The California Transportation Commission approved administering 50 percent of California's apportionment through the State Transportation Improvement Program and the remaining 50 percent through the CRRSAA Program.

Highway Infrastructure Program (HIP) – Federal HIP funds are eligible for activities included under section 133(b) of title 23 of the United States Code. HIP funds may be used for construction of highways, bridges, and tunnels, among other activities that are noted in each fiscal year's funding

notice announced by the Federal Highway Administration (FHWA). SBCTA receives apportionments of HIP and is the agency responsible for selecting projects.

Local Partnership Program (LPP) Formula Funding – LPP funds are authorized through Senate Bill 1 and provide annual apportionments to San Bernardino County by formula. SBCTA is the agency responsible for selecting projects. The program is administered by the California Transportation Commission and provides funding to agencies that have voter-approved taxes and tolls dedicated to transportation for improvements to the state highway and local road systems, transit facilities, road maintenance and rehabilitation, and other transportation improvement projects.

Obligation – An action by a State or Federal agency to authorize a project as eligible for reimbursement. For State-funded projects this is typically an allocation action by the California Transportation Commission and for Federal-funded projects this is typically an authorization by the Federal Transit Administration or the Federal Highway Administration.

Obligation Authority – The annual limit of allowable obligations of Federal CMAQ and STP funds.

Programming – Funds planned or allocated for future use on a project.

State-Local Partnership Program (SLPP) – SLPP funds were authorized in Proposition 1B and provided \$56 million to San Bernardino County by formula. SBCTA was the agency responsible for selecting projects. The program was administered by the California Transportation Commission and has been fully allocated and obligated. The funds provided a 1:1 match to transportation sales tax funds in the construction phase of transportation projects.

State Transportation Improvement Program (STIP) – The STIP is a five-year program of transportation projects that is updated every two years and is funded through the State Highway and Federal Trust Fund Accounts. STIP funds provide flexible funding for transportation infrastructure projects on freeways, local roads, and transit systems. The STIP consists of two broad programs: 75% of the funds are apportioned to regional agencies through the Regional Transportation Improvement Program (RTIP or RIP) and 25% is apportioned to Caltrans through the Interregional Transportation Improvement Program (ITIP or IIP). SBCTA is responsible for developing the list of projects for funding through the RIP. These projects nominations are approved for programming by the California Transportation Commission. The IIP projects are nominated for programming by Caltrans.

Surface Transportation Program (STP) – Federal STP funds provide flexible funding that may be used for projects on any federal aid highway, bridge projects on any public road, transit capital projects, and public bus terminal and facilities, and more. STP funds are apportioned to SBCTA in five apportionments – one for each of the three urban areas of the county (Riverside-San Bernardino, Los Angeles-Long Beach-Anaheim, Victorville-Hesperia), one for all other areas of the county, and one for any area of the county. The apportionments to the urban areas and all other areas are based on relative populations through the State. The apportionment to any area of the county is based upon a formula that considers a mixture of population and highway miles. SBCTA receives annual apportionments of STP and is the agency responsible for selecting projects. The Fixing America's Surface Transportation Act (FAST Act) changed the name of the long-standing Surface Transportation Program to the Surface Transportation Block Grant Program (STBG). However, the program is still most commonly referred to as STP, so wherever STP is referenced in this policy, it refers to the current Federal Surface Transportation Program, regardless of the name.

IV. POLICIES FOR THE PROPORTIONAL DISTRIBUTION OF STATE AND FEDERAL FUNDS BETWEEN SUBAREAS

A. General Policies

Policy PS-1: SBCTA shall ensure that a proportional share of State and Federal funds is reserved for use within the Valley and each of the individual Mountain/Desert subareas in accordance with the Measure I 2010-2040 Expenditure Plan.

Policy PS-2: The Board shall have full discretion over the allocation of State and Federal funds to individual projects based on needs and priorities that exist at the time the decisions are made, subject

to the eligibility of projects for each funding source and approvals by appropriate State and Federal authorities.

Policy PS-3: The Board shall have full discretion over which State and Federal funds will be subject to this policy. Should a new source of funds become available, the Board will determine the allocation methodology and whether the fund will be subject to this policy.

Policy PS-4: SBCTA shall assign and track State and Federal fund apportionments to each subarea and obligations by each subarea over the life of Measure I 2010-2040 at both the individual fund level and at the overall State and Federal fund apportionment level. To provide the most flexibility to meet project needs and priorities, fund types may be exchanged between subareas. However, SBCTA will not track fund-level apportionment exchanges because the intent of this policy is to ensure that the overall apportionment levels between subareas are met over the life of the Measure.

Policy PS-5: Formula distribution by population shall be based on the estimates adopted by the Board for purposes of the Measure I Local Streets Program. This is based on the State Department of Finance population estimate as of January 1 of that year. For the unincorporated areas, the calculation is based on the population estimate from the County Planning Department and reconciled with the State Department of Finance population estimate as of January 1 of that year.

Policy PS-6: Formula distribution by highway miles shall be based on centerline miles for all roads functionally classified as collector or higher (the federal aid system) according to California Road System maps, and as approved by FHWA. This data shall be obtained annually from Caltrans Office of Data Services and Technology and disaggregated to the subarea level by SBCTA.

Policy PS-7: There shall be no adjustment for the time value of money.

Policy PS-8: All subarea apportionments are limited by the actual obligation authority over time, which is typically about 90% of the apportionment level. Projections of future apportionments shall be conservative to account for this difference to prevent allocations from exceeding future apportionment levels.

Policy PS-9: Policy 40023 does not affect any existing policies regarding the priority for use of State or Federal funds.

Policy PS-10: Policy 40023 shall be amended to document allocation methods adopted by the Board for new sources of State and Federal funds that are determined to be subject to a proportional share.

B. Determination of Proportional Shares – Specific Sources

Policy PS-11: State and Federal fund sources shall be apportioned between subareas as follows:

1. STP funds received for the Riverside-San Bernardino and Los Angeles-Long Beach-Anaheim urbanized areas shall be apportioned to the Valley subarea. STP funds received for the Victorville-Hesperia urbanized area shall be apportioned to the Victor Valley subarea. STP funds received for all other areas of the county shall be apportioned between the Rural Mountain/Desert subareas by population formula. STP funds received for any area of the county by STIP formula shall be apportioned between the rural Mountain/Desert subareas based on a formula of 75% population and 25% highway miles. Allocations that come off the top for programs such as the County State-Federal exchange program, Caltrans overhead, and the Local Streets and Roads contribution will not count as obligations for any subarea.
2. CMAQ funds received for the South Coast Air Basin shall be apportioned between the Valley and the Mountains subareas based on population. CMAQ funds received for the Mojave Desert Air Basin shall be apportioned between the North Desert, Victor Valley, Morongo Basin, and Colorado subareas based on population.
3. STIP funds shall be apportioned between all subareas based on a formula of 75% population and 25% highway miles. The apportionment methodology for STIP funds shall apply to Federal Relief Funds administered through the STIP.
4. SLPP funds shall be apportioned between all subareas in accordance with Policy 35000.
5. LPP Formula Funding shall be apportioned between all subareas in accordance with Policy 35100.

6. HIP funds shall be apportioned in accordance with the apportionment methodology for STP funds.
7. CRRSAA Program funds shall be apportioned between all subareas based on population.

C. Tracking Proportional Shares and Allocations

Policy PS-12: SBCTA shall maintain a record of State and Federal funds subject to Policy 40023 received beginning in Fiscal Year 2009/2010. For STIP funds, this shall include programmed amounts as of the adoption of the 2010 STIP. For SLPP funds, this shall include all funds that are subject to Policy 35000. SBCTA shall apportion the State and Federal funds received in accordance with Policy PS-11 and maintain a record of the cumulative percentage distribution of apportionments between subareas at both the individual fund level and at a cumulative State and Federal fund level.

Policy PS-13: Obligations and programming for projects in the Cajon Pass shall be credited to the Valley and Victor Valley subareas based on population.

Policy PS-14: SBCTA shall maintain a record of all State and Federal funds subject to Policy 40023 obligated to a project beginning in Fiscal Year 2009/2010 by subarea and the percentage obligated by subarea.

Policy PS-15: SBCTA shall maintain a record of all State and Federal funds subject to Policy 40023 programmed for future obligation by subarea and the percentage programmed for future obligation by subarea.

Policy PS-16: SBCTA shall maintain a record of the current status of:

- percentage apportionment vs. percentage obligated by subarea,
- percentage apportionment vs. percentage programmed by subarea, and
- percentage apportionment vs. percentage obligated and programmed by subarea.

This information shall be used to inform the Board of impacts of funding decisions on the ability to achieve a proportional distribution of State and Federal funds over the life of the Measure.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors (Agenda Item 13).	2/4/15
1	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
<u>2</u>	<u>Revised to incorporate additional funding programs. Change approved by the Board of Directors on October 6, 2021, Agenda Item X.</u>	<u>10/06/21</u>

Minute Action

AGENDA ITEM: 20

Date: October 6, 2021

Subject:

San Bernardino County Transportation Authority Transportation Development Act Triennial Performance Audit for Fiscal Years 2017/2018 - 2019/2020

Recommendation:

Receive the Transportation Development Act Triennial Performance Audit Report for Fiscal Years 2017/2018 through 2019/2020 for the San Bernardino County Transportation Authority.

Background:

In order to continue receiving Transportation Development Act (TDA) funding, the California Public Utilities Code Sections 99246 and 99248 require that the San Bernardino County Transportation Authority (SBCTA) designate an entity other than itself to perform triennial performance reviews on each of the transit operators that receive TDA funding, and also on SBCTA. These audits shall be submitted to the Director of the California Department of Transportation (Caltrans).

On October 7, 2020, the SBCTA Board of Directors approved Contract No. 20-1002431 with Michael Baker International to conduct the triennial performance reviews of SBCTA and the following transit operators/claimants: City of Needles, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans, and Victor Valley Transit Authority.

Attachment A is the executive summary for SBCTA's Fiscal Year 2018-2020 Triennial Performance Audit, which includes a review of compliance with TDA requirements, status of prior audit recommendations, and a functional review highlighting major SBCTA functions related to TDA. A full version of the audit is also included with this item. SBCTA has satisfactorily complied with state legislative mandates for Regional Transportation Planning Agencies. Below is a summary of the prior audit recommendations and status, plus the current audit recommendations for SBCTA.

Prior Audit Recommendations and Status

1. Communicate with the operators regarding the required submission of their full Productivity Improvement Program report in the TDA claim.

Status: Partially Implemented.

SBCTA updated the Transit System Claim Checklist to incorporate this requirement, and is working with the operators to comply. Full implementation is anticipated during the next audit period.

2. Assign role for determining State Transit Assistance (STA) eligibility for operations.

Status: Implemented.

The efficiency calculation is the means by which STA eligibility for operations is determined. Because audited data must be used to conduct the test, the calculation is now included and performed as part of the annual the fiscal audits.

Entity: San Bernardino County Transportation Authority

3. Update correspondence with Caltrans certifying completion of triennial performance audits.

Status: Implemented.

While SBCTA was already complying by performing and submitting the triennial performance audits, the California Code of Regulations (CCR) Section 6664.6 required the certification to include (1) the name of the audited operator, (2) the time and period covered by the performance audit, and (3) the name of the auditor conducting the audit. SBCTA developed a template that is used for transmittal of TDA Performance Audits, which includes these elements.

Current Recommendations and Implementation Plan

1. Communicate with the operators regarding the required submission of their full Productivity Improvement Program report in the TDA claim.

Implementation Plan: This recommendation is expected to be fully implemented immediately. SBCTA will ensure that the information is included in the TDA claims submitted by the operators since this information is already being tracked, and the quarterly multimodal report contains updated operator status information and performance indicators.

2. Update the SBCTA TDA Claims Manual.

Implementation Plan: The last update to the in-house TDA manual was completed in May 2016. SBCTA agrees with and recognizes the need to update the manual to include statutory and legislative changes and plans to update the manual prior to the next triennial performance audit.

3. Update the SBCTA Claims Checklist.

Implementation Plan: The Claims Checklist will be updated as part of the update to the SBCTA Claims Manual.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item was received by the Transit Committee on September 9, 2021.

Responsible Staff:

Michele Fogerson, Chief of Fund Administration

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

Executive Summary

Michael Baker International (Michael Baker) was retained by the San Bernardino County Transportation Authority (SBCTA) to conduct its Transportation Development Act (TDA) performance audit for fiscal years (FY) 2017–18 through 2019–20. As a Regional Transportation Planning Agency (RTPA), SBCTA is required by California Public Utilities Code Section 99246 to prepare and submit an audit of its performance on a triennial basis to the California Department of Transportation (Caltrans) to continue receiving TDA funding. TDA funding is used for SBCTA administration and planning and is distributed to local jurisdictions for motorized and nonmotorized forms of transportation.

This performance audit is intended to describe how well SBCTA is meeting its administrative and planning obligations under the TDA, as well as its organizational management and efficiency. The *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*, published by Caltrans, was used to guide the development and conduct of the audit. To gather information for the TDA performance audit, Michael Baker conducted interviews, reviewed various documents, and evaluated SBCTA's responsibilities, functions, and performance of the TDA guidelines and regulations. Interviews were conducted with agency staff and the transit operators within SBCTA's jurisdiction.

The audit comprises several sections, including compliance with TDA requirements, status of implementing prior audit recommendations, and review of functional areas. Findings from each section are summarized below, followed by recommendations based on Michael Baker's audit procedures.

Compliance with TDA Requirements

SBCTA has satisfactorily complied with state legislative mandates for RTPAs. One measure in partial compliance was the consistent submission of productivity improvement progress reports to SBCTA by the operators as part of the TDA claim process. Another measure not applicable pertained to the adoption of rules and regulations to evaluate TDA Article 4.5 claims for Consolidated Transportation Services Agencies (CTSA). SBCTA's current policy is to not allocate TDA funds to CTSA's, given that they are funded through other sources such as Measure I.

SBCTA met compliance by identifying the transit needs of the jurisdictions through a series of analyses conducted as part of the unmet transit needs process. The analysis is combined with other annual unmet needs documentation submitted to Caltrans. Also, SBCTA monitoring of transit operator performance has been enhanced through development of a new publication titled *San Bernardino County Multimodal Transportation Quarterly Report*.

Status of Prior Audit Recommendations

Two of the three recommendations from the prior performance audit have been fully implemented. They pertain to assigning roles for determining State Transit Assistance (STA) eligibility and updating correspondence with Caltrans certifying completion of triennial performance audits. The

recommendation partially implemented is for operators to submit their full Productivity Improvement Program report in the TDA claim.

Functional Review

- Following the direction of the Board of Directors, SBCTA has increased its perspective on multimodal investments and interconnectivity not only for highways, but for transit and nonmotorized transportation. This perspective on infrastructure investment also has percolated to discussion on location and beneficiaries of these investments. The organizational flow is designed to help deliver projects in a timely manner and implement the Measure I Strategic Plan and its key requirements.
- TDA administrative responsibilities are shared among several departments, including Fund Administration, Finance, and Transit. In short, during the audit period, responsibilities and reporting were shifted and made more distinct, with the Transit Manager primarily responsible for overall communication and interfacing with the operators with regard to the TDA claim process. The Transit Manager is directly responsible for monitoring bus activity and planning, and communicating with the operators. Fund Administration is responsible for the administrative functions, such as the annual apportionment estimates, budget, preparing the allocations and disbursements based on approved claims and invoices, tracking balances, maintaining the TDA workbooks, and reviewing financial audits.
- The Redlands Passenger Rail Project is scheduled to be operational in 2022. SBCTA is managing the construction of the rail project and owns the equipment and rail line, which will begin operating with three diesel multiple-unit vehicles. SBCTA was awarded \$30 million in state grant funding to pilot a zero emission multiple-unit (ZEMU) vehicle and will be the first in the country to traverse this vehicle on its rail lines.
- SBCTA and Omnitrans entered into a cooperative agreement whereby SBCTA would construct, and Omnitrans would operate, the West Valley Connector Project, a two-phase, 35-mile-long bus rapid transit project that proposes limited stops while adding speed and quality improvements to the public transit system along the corridor.
- Notable to SBCTA's TDA management is development of a dedicated website and portal for Article 3 bicycle and pedestrian funding and project submission. The website provides program overview and instructions, and links to folders for jurisdictions to obtain application information and submit their applications and project data. Separate application sections are provided for bike/pedestrian projects, and for transit bus stop accessibility projects.
- Additional studies conducted during this audit period with relevance to transit and multimodalism are those relating to the planning and rollout of zero-emission vehicles. They include the Zero-Emission Vehicle Readiness and Implementation Plan, completed in August 2019, and a series of zero-emission bus (ZEB) studies completed in April 2020. These bus studies include the San Bernardino Countywide Zero-Emission Bus Study Master Plan, SBCTA Final Countywide ZEB Rollout Plan, and the Omnitrans Zero-Emission Bus Rollout Plan.

- During the audit period, a Consolidation Study was undertaken to look at possible efficiencies and cost savings that could result from a consolidation of SBCTA and Omnitrans. The Consolidation Study revealed minimal financial savings and major organizational and legal risks, and therefore in September 2020 the decision was made to not consolidate the two agencies
- Creating awareness through effective outreach strategies is a priority for SBCTA programs, services, and transit options. Awareness is one of the initiatives in the SBCTA Initiatives and Action Plan and budget. The COVID-19 pandemic has challenged the agency to virtualize outreach efforts using virtual video communication platforms, which have resulted in larger turnouts for such outreach events. Examples include SBCTA hosting its monthly I-10 Express Lanes Project webinar, and a virtual open house to share information on the Lytle Creek Recreation Management Plan and Traffic Management Plan, which drew more than 80 participants.
- SBCTA has largely been successful with obtaining competitive grants, due to the quality of its grant proposals combined with awareness efforts the agency undertakes with policy-makers and stakeholders on the state and federal levels. SBCTA demonstrates its cost-effective and efficient methods to deliver projects, which make the grant proposals attractive to grantee agencies. During the audit period, SBCTA was successful in securing \$162 million in competitive grants for transit projects, and \$142 million for road improvement projects.

Recommendations

Performance Audit Recommendation	Background	Timeline
1. Communicate with the operators regarding the required submission of their full Productivity Improvement Program report in the TDA claim.	<p>This is carried forward from the prior performance audit as being partially implemented. As outlined in SBCTA's TDA manual and in the Transit System Claim Checklist, one of the mandatory items on the checklist is for the transit operator to include a productivity improvement progress report with its claim submittal. The report must include (1) proof of specific efforts initiated by the operator to improve productivity, (2) status on implementing prior audit recommendations, and (3) proof of TransTrack usage.</p> <p>During this period, the productivity reports submitted by the operators with their claim varied, from some items being presented to none at all. TransTrack performance data printouts were provided by some, as well as reporting on prior performance audit recommendations. However, there was not consistent reporting on the three required elements. While the SBCTA quarterly multimodal report contains updated operator status information and performance indicators, SBCTA should</p>	High Priority

Performance Audit Recommendation	Background	Timeline
	continue its communication with the operators to ensure proper backup for the productivity improvement program is submitted with their TDA claims. SBCTA's review of the claims should include operator compliance with the checklist items.	
2. Update the SBCTA TDA Claims Manual.	<p>The last update to the in-house TDA manual was completed in May 2016. Since that time, a number of administrative, compliance, and statutory changes have been made. For example, a new farebox standard was adopted by SBCTA for Victor Valley Transit Authority upon the agency's expansion of service to Barstow and subsequent change in its TDA claim. Also, internal administrative changes were made to divide department responsibilities for reviewing and processing TDA claims among the Transit, Fund Administration, Finance, and Planning Departments. As an example, the manual should reflect consistency in improvements to the Article 3 bicycle/pedestrian claim process.</p> <p>Further, several pieces of new state legislation have been passed into law directly impacting the administration of the TDA. These include content contained in Senate Bill (SB) 508 (performance measurement), Assembly Bill (AB) 1113 (clarification of TDA claimants and changes in regulatory filings), SB 1 (STA augmentation and State of Good Repair programs), and AB 90 (coronavirus pandemic transit performance measures relief). As the manual should provide updated guidance on local administrative practice of TDA, the new provisions from these statutory measures should be added.</p>	High Priority
3. Update the SBCTA Claims Checklist.	Subsequent to the update of the TDA manual, SBCTA should review and update the TDA claim checklist to reflect the changes. For example, AB 1113 changed the filing timeline for the transit operator financial transactions report to the State Controller from 90 days to seven months and using audited data. While SBCTA and the transit operators are compliant with this particular change, the standard assurances in the claim continues to show the 90-day report. The TDA manual also does not show this updated change in submittal date. Also, the timeliness of the calculation of the STA	High Priority

Executive Summary

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	eligibility criteria should accompany the claim timelines to enable the operators to determine and budget whether any of these funds will be claimed for operations rather than capital.	

FY 2018–2020 TRIENNIAL PERFORMANCE AUDIT



SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY



August 2021

Submitted to:

**San Bernardino
County Transportation
Authority**

Submitted by:

Michael Baker
INTERNATIONAL

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Section I

Introduction – Initial Review of RTPA Functions

The San Bernardino County Transportation Authority (SBCTA) retained Michael Baker International (Michael Baker) to conduct its Transportation Development Act (TDA) performance audit covering the most recent triennial period, fiscal years (FY) 2017–18 through 2019–20. As a Regional Transportation Planning Agency (RTPA), SBCTA is required by California Public Utilities Code (PUC) Section 99246 to prepare and submit an audit of its performance on a triennial basis to the California Department of Transportation (Caltrans) in order to continue receiving TDA funding. This performance audit is intended to describe how well SBCTA is meeting its administrative and planning obligations under the TDA as well as its organizational management and efficiency.

Audit Methodology

To gather information for this performance audit, Michael Baker accomplished the following activities:

- **Document Review:** Conducted an extensive review of documents including various agency files and internal reports, committee agendas, and public documents.
- **Interviews:** Interviewed SBCTA management and technical staff as well as the transit operators in the county.¹
- **Analysis:** Evaluated responses from the interviews as well as the documents about SBCTA’s responsibilities, functions, and performance to TDA guidelines and regulations.

The remainder of this report is divided into four chapters. In Chapter II, a review of the compliance requirements of the TDA administrative process is provided. Chapter III describes SBCTA’s responses to the recommendations in the previous performance audit. In Chapter IV, a detailed review of SBCTA’s functions is conducted, followed by a summary of findings and recommendations.

Overview of SBCTA

Since its establishment as a council of governments in 1973, San Bernardino Associated Governments was statutorily designated to serve in the following capacities:

- **County Transportation Commission (1976)** – Allocates and programs state and federal funds for regional transportation projects throughout the county.

¹ SBCTA interviews were primarily conducted remotely using a video conference platform due to the COVID-19 pandemic.

- **Service Authority for Freeway Emergencies (1986)** – Manages the system of call boxes on major highways throughout the county.
- **County Transportation Authority (1989)** – Administers the voter-approved half-cent transportation sales tax and provides major transportation improvements within the county.
- **Congestion Management Agency (1990)** – Implements the plan for addressing congestion and air quality related to transportation facilities throughout the county.

In 2016, the agency sponsored Senate Bill (SB) 1305 (Morrell), consolidating the agency into two entities: SBCTA and the San Bernardino Associated Governments (to be known as the San Bernardino Council of Governments, or SBCOG). The bill was passed by both houses and was signed by the governor in August 2016. As of January 1, 2017, San Bernardino Associated Governments, serving in each capacity as noted above, is known as SBCTA.

SBCTA's membership includes 24 cities plus the County of San Bernardino. The member jurisdictions include the following entities:

City of Adelanto	City of Montclair
Town of Apple Valley	City of Needles
City of Barstow	City of Ontario
City of Big Bear Lake	City of Rancho Cucamonga
City of Chino	City of Redlands
City of Chino Hills	City of Rialto
City of Colton	City of San Bernardino
City of Fontana	City of Twentynine Palms
City of Grand Terrace	City of Upland
City of Hesperia	City of Victorville
City of Highland	City of Yucaipa
City of Loma Linda	Town of Yucca Valley
County of San Bernardino	

In December 2019, the agency's mission statement was revised and core values were added.

The mission statement is *to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do.*

Core values of the agency include:

- Safety
- Collaboration
- Unique Nature of our Regions
- Quality of Life
- Innovation and Forward Thinking
- Financial Stability and Responsibility

San Bernardino County is located in the Inland Empire region of Southern California, stretching nearly 200 miles across. The county is bordered by Inyo County to the north, Kern and Los Angeles Counties to the west, Riverside County to the south, Orange County to the southwest, the state of Nevada to the northeast, and the Colorado River to the east. San Bernardino County was created in 1853 from parts of Los Angeles County. The county is geographically the largest in the continental United States, encompassing over 21,160 square miles, and is traversed by 2,834 miles of County-maintained roadways.

Population growth has seen a marked increase in recent years. Based on the 2021 California Department of Finance (DOF) estimate, the countywide population was 2,175,909, the fifth largest in the state. The most populous cities in the county include the county seat of San Bernardino (216,291), Fontana (213,944), Rancho Cucamonga (175,131), Ontario (182,004), and Victorville (127,170).

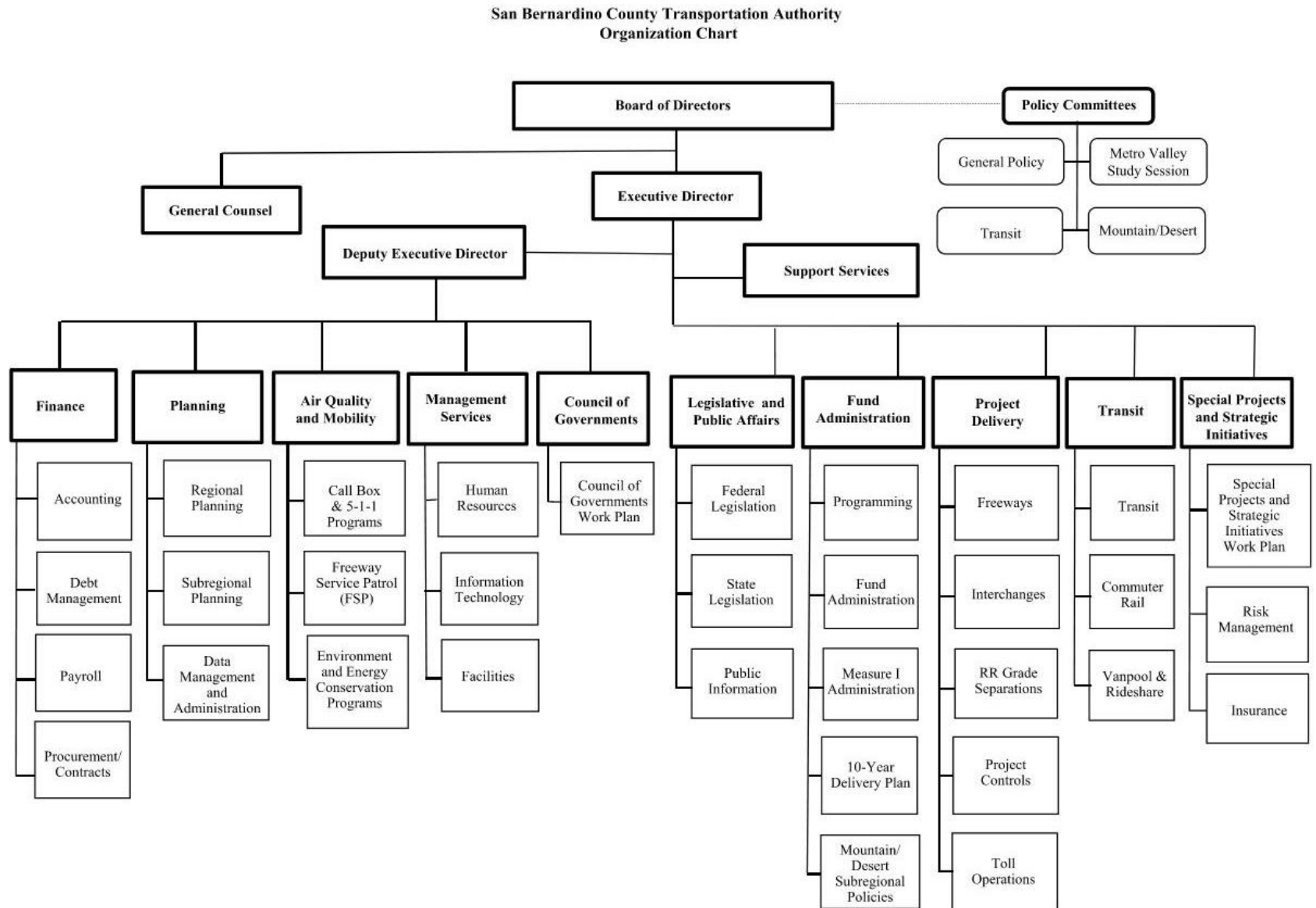
The current economic and population trends have created the need to plan and implement a myriad of multimodal transportation projects, including freeway development and construction, interchange enhancement, high occupancy vehicle and express lane construction, grade crossing redesign and construction, extension of passenger rail service, and enhanced bus and active transportation. Recent agency innovations include the West Valley Connector which was awarded TIRCP grant funding in April 2020, and will be the first zero emission bus rapid transit in San Bernardino County. Also, there was movement on the Ontario International Airport tunnel project that was beginning prior to the end of FY 2020. SBCTA has committed itself to be an effective project planning and delivery agency for the county.

Role of SBCTA

Like many other large RTPAs in California, SBCTA has a complex legal structure, which delineates its responsibilities in the areas of transportation, planning, programming, project delivery, and investment decision-making. SBCTA is responsible for cooperative regional planning and furthering an efficient multimodal transportation system countywide. SBCTA administers Measure I, the half-cent transportation sales tax approved by county voters in 1989 and renewed for an additional 30 years starting in 2010, which supports freeway construction projects, regional and local road improvements, train and bus transportation, railroad crossings, call boxes, ridesharing, congestion management efforts, and long-term planning studies.

Effective January 1, 2017, SB 1305 designated SBCTA as the successor entity to the San Bernardino County Transportation Commission, and the County of San Bernardino local transportation authority, service authority for freeway emergencies, and local congestion management agency (Transportation Entities). SB 1305 also clarifies certain inconsistencies in the law regarding contracting and streamlines and consolidates the functions of the Transportation Entities into SBCTA. An ordinance to establish the SBCTA administrative code became effective in July 2017 and prescribes the powers and duties of SBCTA officers, the method of appointment of SBCTA employees, and methods, procedures, and systems of operation and management of SBCTA. The organization chart is shown in Figure I-1.

Figure I-1 Organization Chart



Council of Governments

When SBCTA was constituted in 1973, it was as the council of governments (COG) for San Bernardino County. It became the forum where the County and each city could come together to work on items that affected the entire region. While SBCTA's role as a COG has never gone away, it has generally been overshadowed by the agency's role as the County Transportation Commission and later as the Transportation Authority charged with administering the Measure I half-cent sales tax. Upon direction from the Board of Directors in 2016 that SBCTA become more active as a COG, it was approved to have SBCTA do business as SBCOG. The bylaws of SBCTA/SBCOG were amended in June 2017 to establish the procedures and systems of operation and management in providing a forum for discussion, study, and development of recommendations on countywide, subregional, and regional problems of mutual interest and concern.

SBCOG establishes general assessment dues amount for all member jurisdictions, including dues based on jurisdiction population and net assessed property value and a fixed fee. This formula was approved by the board in December 2015 with the fixed fee fully phased in for FY 2019. The assessment dues are approved each year by the Board in advance of the budget adoption. SBCOG participates with other private- and public-sector partners in efforts to produce an educated and skilled community that provides a qualified workforce, and to bring jobs, economic opportunities, and a better quality of life to the residents of the Inland Empire.

Subregional Planning Agency

As a subregional planning agency, SBCTA represents the San Bernardino County region and assists the Southern California Association of Governments (SCAG) in its role as the federally designated metropolitan planning agency for the county. SBCTA staff actively participate on various SCAG committees, which make technical recommendations to SCAG's policy-makers.

An important feature of SBCTA is that it operates in a complex intergovernmental environment, which requires ongoing communications and coordination with agencies at the local, regional, state, and federal levels of government. This means, for example, that its transportation plan and Federal Transportation Improvement Program must be coordinated with the regional transportation planning and programming process managed by SCAG. SBCTA must also coordinate its highway development programs with the Riverside County Transportation Commission, Orange County Transportation Authority, Los Angeles County Metropolitan Transportation Authority, and Caltrans. SBCTA interacts regularly with county government, municipalities, and the county's transit operators to ensure coordination between SBCTA policies and programs and the member agencies' programs and services.

In addition, in collaboration with Los Angeles, Orange, Riverside, and Ventura Counties, SBCTA is a founding partner of the Southern California Regional Rail Authority (SCRRA), the region's Metrolink commuter rail service provider. Metrolink operates the San Bernardino Line, which runs between downtown San Bernardino and Los Angeles Union Station. The San Bernardino Line is one of the most heavily traveled lines in the Metrolink network. The Riverside Line operates between the City of Riverside and Union Station with a Metrolink station in east Ontario. In addition, the Inland Empire-Orange County Line runs between downtown San Bernardino and

various Riverside County and Orange County destinations. Two members of SBCTA’s Board of Directors serve on SCRRA’s governing board.

The Redlands Passenger Rail Project is being delivered by SBCTA, which is an extension of commuter rail service under construction between the San Bernardino Transit Center in downtown San Bernardino and the University of Redlands. Construction on the 9-mile Arrow corridor is 90 percent complete and is scheduled to begin service in early 2022.

In a partnership with the Riverside County Transportation Commission, the SBCTA Commuter Assistance Program assists residents throughout the Inland Empire through the www.IE511.org website (a one-stop shop for commuters) and its ride-matching functionality.

Organizational Structure

SBCTA’s governing body is the Board of Directors, comprising 29 voting members, the SBCTA executive director and one ex officio member, currently Caltrans’s District 8 director, who represents the governor. Of the 29 members, 5 are members of the County Board of Supervisors and the remaining 24 members are elected officials from each of the incorporated jurisdictions in the county. The SBCTA Board meets on the first Wednesday of every month. The board is augmented by policy committees, a standing subcommittee, and various advisory and ad hoc committees to assist in providing policy recommendations in its decision-making process. The policy committees consist of the following:

Committee	Purpose and Function
General Policy Committee	Makes recommendations to the Board of Directors, provides general policy oversight that spans the multiple program responsibilities of the organization, and maintains comprehensive organizational integrity. Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization. Serves as the policy review committee for any program area that lacks active policy committee oversight. Has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors.
Transit Committee	Provides policy guidance and recommendations to the SBCTA Board of Directors and SCRRA delegates with respect to commuter rail and transit service.
Mountain/Desert Committee	Provides ongoing policy-level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert region. Also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for the Measure I Mountain/Desert Region Expenditure Plan.
Legislative Policy Committee	Provides guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative, or

Committee	Purpose and Function
	judicial branches of the state and federal government, or any other local governing body. Reviews and provides 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.

The Metro Valley Study Session provides policy guidance and recommendations to the Board of Directors on issues related to Measure I Major Projects in the valley region.

The I-10 and I-15 Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee considers and makes recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the Interstate 10 (I-10) and I-15 corridors.

The Independent Taxpayer Oversight Committee (ITOC) began serving in the spring of 2012 following the first full year of revenue collection from the renewed Measure I tax. The ITOC reviews the Measure I Expenditure Plan, the annual audits of SBCTA; reports findings based on the audits to SBCTA; and recommends any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.

Five other technical advisory committees (TAC) review and discuss selected regional and technical issues before these items are presented to policy committees and the Board of Directors. These TACs include the Transportation Technical Advisory Committee, Public and Specialized Transportation Advisory and Coordination Council, City/County Manager Technical Advisory Committee, Planning and Development Technical Forum, and Project Development Teams.

The Transportation Technical Advisory Committee was formed by SBCTA management to provide input on the technical aspects of transportation-related policy recommendations to the SBCTA Board of Directors. Membership comprises technical representatives from each member agency designated by the City manager or County administrative officer.

The Public and Specialized Transportation Advisory and Coordination Council (PASTACC) is the SBCTA-sponsored advisory body established under California TDA Section 99238. PASTACC members examine a wide range of topics for purposes of assisting SBCTA on matters related to social service transportation or public transportation services in San Bernardino County for the elderly, persons with disabilities, or persons of limited means. The PASTACC bylaws grant three classes of membership, with two of these appointed by the SBCTA executive director as voting members. The third class comprises invited non-voting membership. PASTACC's voting membership consists of 13 total appointed members, including 6 representing public transit providers, 1 representing the County Department of Public Works, 1 representing the Consolidated Transportation Services Agency (CTSA), and 5 representing social service providers; at least 3 are from the Mountain and Desert areas and up to 8 are from the San Bernardino Valley.

The City/County Manager Technical Advisory Committee was created along with the joint powers authority that established SBCTA. The committee’s primary role is serving as a forum for the chief executives of SBCTA’s member agencies to become informed about and discuss issues facing 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 Planning and Development Technical Forum was formed by SBCTA management to facilitate dialogue among planning and development representatives from member agencies on planning issues of a multi-jurisdictional significance. Membership comprises planning representatives from each member agency designated by the City manager or County chief executive officer.

Project Development Teams (PDT) are formed for all major project development activities by SBCTA staff and comprise technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. The PDTs could also include representatives from Caltrans and other stakeholder agencies and groups. PDTs make recommendations related to project development, alternatives, and technical solutions. PDTs meet on an as-needed basis.

Various ad hoc committees have been created and convene for specific purposes. These committees include the Council of Governments Ad Hoc Committee, Equity Ad Hoc Committee, and Omnitrans/San Bernardino County Transportation Authority Ad Hoc Committee. The latter committee was appointed in the audit period in April 2019.

SBCTA works closely not only with the County and cities in San Bernardino County but also with a number of regional governments that relate to the multiple counties in 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 includes membership on the SCAG Regional Council and on several SCAG policy committees as well as other outside agency appointments.

Agency Budget

According to the annual audited financial statements,² SBCTA’s annual revenue for the fiscal years covered by this audit ranged from \$347 million in FY 2018 to \$475 million in FY 2019 to \$553 million in FY 2020. Increased revenues were reported from the three main sources—Measure I sales tax, TDA-Local Transportation Fund, and Intergovernmental—over the three-year period. Intergovernmental revenues such as state and federal highways, and TDA-State Transit Assistance (STA) funds, increased over the period.

SBCTA’s annual expenditures moved in the same general direction as revenues, increasing from \$306 million in FY 2018 to \$403 million in FY 2019 to \$533 million in FY 2020. Expenditures include principal and interest payments on sales tax revenue bonds issued by SBCTA for the Measure I renewal program, as well as capital outlay and general government. Major project

² FYs 2018-2020 Statement of Revenues, Expenditures and Changes in Fund Balances, Governmental Funds

delivery expenditures over the past three years, plus transit and passenger rail delivery, account for much of the difference in annual expenditures as key projects are constructed.

Section II

RTPA Compliance Requirements

Fourteen key compliance requirements are suggested in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Agencies* to assess SBCTA's conformance with the TDA. Michael Baker's findings concerning SBCTA's compliance with state legislative requirements are summarized in Table II-1.

TABLE II-1 SBCTA Compliance Requirements Matrix		
SBCTA Compliance Requirements	Reference	Compliance Efforts
All transportation operators and city or county governments which have responsibility for serving a given area, in total, claim no more than those Local Transportation Fund (LTF) monies apportioned to that area.	Public Utilities Code, Section 99231	<p>Annually, SBCTA staff presents the County Auditor-Controller/Treasurer/Tax Collector with an estimate of current year and subsequent year LTF receipts. The total annual LTF apportionment is a function of three components: (1) projected annual revenue; (2) prior audited, unapportioned fund balance; and (3) fund reserve.</p> <p>SBCTA accounts for its claimants' areas of apportionment and verifies the claim amounts against planning documents, including the transit operator short-range transit plans (SRTP) and the SBCTA 10-Year Delivery Plan.</p> <p>The agency has not allowed those claimants to claim more than what is apportioned for their area. SBCTA makes this finding in each adopted resolution approving LTF claims. SBCTA staff reports are detailed with descriptions of the apportionment process, including setting aside transit reserves and allocations for transportation planning and programming functions. Each claimant's apportionments follow the population formula prescribed by law.</p> <p>Conclusion: Complied</p>
The RTPA has adopted rules and regulations delineating procedures for the submission of claims for facilities provided	Public Utilities Code, Sections 99233.3 and 99234	As described in the SBCTA TDA Claims Manual, SBCTA has an adopted set of policies governing the Article 3 Bicycle and Pedestrian Facilities Program and Transit Access Improvement Projects. Two percent of LTF is

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for the exclusive use of pedestrians and bicycles.		<p>apportioned to the Article 3 Bicycle and Pedestrian Program. An SBCTA policy states that 20 percent of TDA Article 3 funds would be made available for projects that improve access to bus stops for pedestrians and persons with disabilities. The remaining 80 percent would be available for pedestrian and bicycle facilities, including 10 percent set aside for existing bicycle and pedestrian facility maintenance. In 2017, the Board further approved a policy to set-aside a minimum of 50 percent of the remaining bicycle and pedestrian facilities project funding for smaller projects under \$250,000. Funds are allocated through a call for projects process. The biennial call for projects during the audit period occurred in February 2019 following a phased call for projects in the previous project cycle occurring in May 2017. LTF funds provide between 50 to 90 percent of funding for selected projects, with the balance coming from the applicant's local match. Upon project approval, applicants have three full fiscal years after the year of board approval to complete the project and request reimbursement.</p> <p>The State Active Transportation Program and the SCAG Regional Transportation Plan/Sustainable Communities Strategy prompted SBCTA to aggressively use Article 3 funds for improvements to transit access for cyclists and pedestrians.</p> <p>Conclusion: Complied</p>
The RTPA has established a social services transportation advisory council. The RTPA must ensure that there is a citizen participation process which includes at least an annual public hearing.	Public Utilities Code, Sections 99238 and 99238.5	To meet compliance, SBCTA established the Public and Specialized Transportation Advisory and Coordination Council (PASTACC) as an advisory body to serve as the Citizens Advisory Committee required under PUC Section 99238.5 and the Social Services Transportation Advisory Council required under PUC Section 99238. It serves as a forum where public transit operators

TABLE II-1 SBCTA Compliance Requirements Matrix		
SBCTA Compliance Requirements	Reference	Compliance Efforts
		<p>and social service transportation providers can discuss mobility issues that confront seniors, persons with disabilities, or persons with limited means. The PASTACC voting membership comprises the appropriate members representing the required needs described in the TDA and consists of 11 voting members with at least 3 from the Mountain and Desert areas and up to 8 from the San Bernardino Valley. Six members are standing members representing the five public transit operators plus the County Department of Public Works. The remaining voting members are at-large representing social services agencies and medical facilities. Several members are able to serve in more than one category, such as a representative of a senior rider and as a representative of a person with a disability. At-large members have staggered membership terms with a few ending each year over a three-year period to allow SBCTA to recruit regularly.</p> <p>SBCTA, in conjunction with PASTACC, holds annual public hearings for unmet transit needs. These hearings are conducted each fall, generally in September at two locations in the Desert region, Victor Valley and Morongo Basin.</p> <p>Conclusion: Complied</p>
The RTPA has annually identified, analyzed and recommended potential productivity improvements which could lower the operating costs of those operators which operate at least 50 percent of their vehicle service miles within the RTPA's jurisdiction. Recommendations include, but are not limited to, those made in the performance audit.	Public Utilities Code, Section 99244	<p>In the annual resolutions authorizing allocation of TDA funds, SBCTA makes a finding that the transit claimant makes a reasonable effort to implement productivity improvement recommendations pursuant to the PUC. This finding is made through SBCTA's review and approval of the claimant's TDA claim form and required attachments.</p> <p>The TDA manual and claim form includes a Transit System Claim Checklist, one item of which is mandatory for the transit operator to include with its claim submittal: a productivity</p>

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SBCTA Compliance Requirements	Reference	Compliance Efforts
<p>A committee for the purpose providing advice on productivity improvements may be formed.</p> <p>The operator has made a reasonable effort to implement improvements recommended by the RTPA, as determined by the RTPA, or else the operator has not received an allocation which exceeds its prior year allocation.</p>		<p>improvement progress report. The report must include the following: (1) proof of specific efforts initiated by the operator to improve productivity; (2) status on implementing prior audit recommendations; and (3) proof of TransTrack usage. The updated reporting began just prior to this performance audit period. During this period, the productivity reports submitted by the operators with their claim varied, from some items being presented to all items being submitted. TransTrack performance data printouts were provided by some, as well as reporting on prior performance audit recommendations. However, there was not consistent reporting on the three required elements by all operators.</p> <p>Beyond the Productivity Improvement Program reporting, to help meet compliance with this PUC area, SBCTA began developing the <i>San Bernardino County Multimodal Transportation Quarterly Report</i> to track trends in key performance indicators of the transit operators. SBCTA also commissions SRTPs and Comprehensive Operations Analyses, which assess operator performance and make recommendations for service improvement and updated goals. These documents also include annual productivity improvements. The undertaking of the operator triennial performance audits also helps provide productivity improvement recommendations.</p> <p>Conclusion: Partial compliance, with a recommendation for SBCTA to communicate with the operators regarding the required submission of their full Productivity Improvement Program report in the TDA claim</p>
The RTPA has ensured that all claimants to whom it allocates Transportation Development	Public Utilities Code, Section 99245	SBCTA retained fiscal auditor Vavrinek, Trine, Day & Co., LLP, to conduct annual certified fiscal and compliance audits of the claimants

TABLE II-1 SBCTA Compliance Requirements Matrix		
SBCTA Compliance Requirements	Reference	Compliance Efforts
Act (TDA) funds submit to it and to the state controller an annual certified fiscal and compliance audit within 180 days after the end of the fiscal year (December 27). The RTPA may grant an extension of up to 90 days as it deems necessary (March 26).		through June 30, 2018. The firm Eide Bailly, LLP, was retained to conduct the annual fiscal and compliance audits for FYs 2019 and 2020. A review of the completed fiscal audits as well as documented communications with the State Controller provided by SBCTA shows dates that are within the statutory timelines, including time extensions granted by SBCTA. SBCTA maintains a rolling spreadsheet of audit submittal dates to monitor the fiscal audit process. Conclusion: Complied
The RTPA has designated an independent entity to conduct a performance audit of operators and itself (for the current and previous triennium). For operators, the audit was made and calculated the required performance indicators, and the audit report was transmitted to the entity that allocates the operator's TDA monies and to the RTPA within 12 months after the end of the triennium. If an operator's audit was not transmitted by the start of the second fiscal year following the last fiscal year of the triennium, TDA funds were not allocated to that operator for that or subsequent fiscal years until the audit was transmitted.	Public Utilities Code, Sections 99246 and 99248	For the current three-year audit period covering FYs 2018–2020, SBCTA has retained Michael Baker International to conduct the audit of SBCTA and the five transit operators. The operator audits include calculation of the required TDA performance indicators. Conclusion: Complied
The RTPA has submitted a copy of its performance audit to the Director of the California Department of Transportation.	Public Utilities Code, Section 99246(c)	SBCTA certified in writing to Caltrans that the performance audits of the operators in the area under its jurisdiction have been completed, including submittal of the SBCTA performance

TABLE II-1 SBCTA Compliance Requirements Matrix		
SBCTA Compliance Requirements	Reference	Compliance Efforts
In addition, the RTPA has certified in writing to the Director that the performance audits of the operators located in the area under its jurisdiction have been completed.		<p>audit. SBCTA maintains records of certification of electronic submittal of performance audits to Caltrans.</p> <p>Conclusion: Complied</p>
The performance audit of the operator providing public transportation service shall include, but not be limited to, a verification of the operator's operating cost per passenger, operating cost per vehicle service hour, passengers per vehicle service mile, and vehicle service hours per employee, as defined in Section 99247. The performance audit shall include, but not be limited to, consideration of the needs and types of passengers being served and the employment of part-time drivers and the contracting with common carriers of persons operating under a franchise or license to provide services during peak hours, as defined in subdivision (a) of Section 99260.2.	Public Utilities Code, Section 99346(d)	<p>The performance audits of the operators include all required TDA performance measures plus additional indicators to further assess each operator's efficiency, effectiveness, and economy with the use of TDA funds.</p> <p>Conclusion: Complied</p>
The RTPA has established rules and regulations regarding revenue ratios for transportation operators providing services in urbanized and new urbanized areas.	Public Utilities Code, Section 99270.1 and 99270.2	<p>The PUC provision applies to a transit claimant under Article 4. One transit operator under SBCTA's jurisdiction, Victor Valley Transit Authority (VVTA), serves both urbanized and non-urbanized areas. As an Article 4 claimant, SBCTA, through Resolution No. 17-002, set a farebox recovery ratio of 18 percent system-wide for VVTA services. This ratio includes modal farebox goals for fixed route at 18 percent, and 10 percent for ADA demand response.</p>

TABLE II-1 SBCTA Compliance Requirements Matrix		
SBCTA Compliance Requirements	Reference	Compliance Efforts
		Conclusion: Complied
The RTPA has adopted criteria, rules and regulations for the evaluation of claims under Article 4.5 of the TDA and the determination of the cost-effectiveness of the proposed community transit services.	Public Utilities Code, Section 99275.5	Not applicable, as SBCTA only allocates transit funds through Article 4 and Article 8 claims. Historically, SBCTA has elected to use TDA funds for other uses and has not solicited Article 4.5 claim submittals. While there are designated CTSAs in both the Valley and High Desert Regions that are eligible for this funding, revenue for these programs are provided by non-Article 4.5 funds, such as Measure I, given that the current CTSAs are Omnitrans and VVTA. Conclusion: Not Applicable
State Transit Assistance funds received by the RTPA are allocated only for transportation planning and mass transportation purposes. (Note: The June 5, 1990, passage of Proposition 116 no longer allows the use of state transit assistance funds for street and road purposes, as had been permitted in certain cases under PUC Section 99313.3.)	Public Utilities Code, Sections 99310.5 and 99313.3	SBCTA allocates STA funds for transit services only. Per SBCTA policy, STA is primarily used to fund transit capital projects. Per PUC Section 99313, STA Regional Funds are annually allocated based on a population proportion from the San Bernardino Valley and High Desert regions. Through implementation of a prior performance audit recommendation, SBCTA staff formalized the STA Regional Funds apportionments based on population shares of the Valley and Mountain/Desert regions to the county as a whole. Using updated Department of Finance population data, the proportions were updated to 72.6 percent Valley and 27.4 percent Mountain/Desert for FY 2019-20. Conclusion: Complied
The amount received pursuant to Public Utilities Code, Section 99314.3; by each RTPA for state transit assistance is allocated to the operators in the area of its jurisdiction as allocated by the State Controller's Office.	Public Utilities Code, Section 99314.3	SBCTA administers STA revenue-based funds in accordance with the relevant PUC requirements. Conclusion: Complied

TABLE II-1
SBCTA Compliance Requirements Matrix

SBCTA Compliance Requirements	Reference	Compliance Efforts
<p>If TDA funds are allocated to purposes not directly related to public or specialized transportation services, or facilities for exclusive use of pedestrians and bicycles, the transit planning agency has annually:</p> <p>Consulted with the Social Services Transportation Advisory Council (SSTAC) established pursuant to Public Utilities Code, Section 99238; Identified transit needs, including: Groups that are transit-dependent or transit-disadvantaged, Adequacy of existing transit services to meet the needs of groups identified, and Analysis of potential alternatives to provide transportation services; Adopted or re-affirmed definitions of “unmet transit needs” and “reasonable to meet”; Identified the unmet transit needs and those needs that are reasonable to meet; Adopted a finding that there are no unmet transit needs; that there are no unmet transit needs that are reasonable to meet; or that there are unmet transit needs including needs that are reasonable to meet.</p>	<p>Public Utilities Code, Section 99401.5</p>	<p>TDA funds are used exclusively for public transit in the San Bernardino Valley (Omnitrans and Metrolink). In the High Desert region, TDA revenues may be used for streets and roads, as is the case for local jurisdictions comprising VVTA. In the Low Desert Region, during the audit period, local jurisdictions comprising Morongo Basin Transit Authority (MBTA) agreed for the transit operator to claim all LTF exclusively for transit. For Mountain Transit, the City of Big Bear Lake currently uses all TDA for transit. The City of Needles also uses its LTF allocations only for transit. SBCTA conducts the unmet transit needs hearings in concert with each of the transit operators and in consultation with the PASTACC.</p> <p>SBCTA streamlined the number of annual unmet needs covering the High and Low Desert regions. The High Desert hearing is typically at VVTA in Hesperia, and the Low Desert hearing is typically at MBTA or another selected facility, such as the Helen Gray Center in Joshua Tree. ³One of SBCTA’s board meetings in San Bernardino during the unmet needs process also serves to hear public testimony.</p> <p>Findings of the unmet needs process are reaffirmed by the entire SBCTA Board. The definitions of “unmet transit needs” and “reasonable to meet” are reaffirmed annually, and findings of the unmet needs process are adopted through board resolution.</p> <p>LTF funds have only been allocated to streets and roads after completion of the unmet needs process.</p> <p>Under PUC Section 99401.5, SBCTA identifies the jurisdictions’ transit needs through a series of</p>

³ It is noted that after the audit period, Morongo Basin will no longer have unmet needs hearings as all LTF is used for transit.

TABLE II-1 SBCTA Compliance Requirements Matrix		
SBCTA Compliance Requirements	Reference	Compliance Efforts
If a finding is adopted that there are unmet transit needs, these needs must have been funded before an allocation was made for streets and roads.		analyses and includes the results in the annual unmet needs documentation. Conclusion: Complied
The RTPA has caused an audit of its accounts and records to be performed for each fiscal year by the county auditor or a certified public accountant. The RTPA must transmit the resulting audit report to the State Controller within 12 months of the end of each fiscal year and must be performed in accordance with the Basic Audit Program and Report Guidelines for California Special Districts prescribed by the State Controller. The audit shall include a determination of compliance with the transportation development and accompanying rules and regulations. Financial statements may not commingle the state transit assistance fund, the local transportation fund, or other revenues or funds of any city, county or other agency. The RTPA must maintain fiscal and accounting records and supporting papers for at least four years following the fiscal year close.	California Administrative Code, Section 6662	SBCTA secured the services of Crowe LLP to conduct the SBCTA financial and compliance audits for the three-year period. The Comprehensive Annual Financial Report along with TDA compliance reports were submitted to the State Controller within 12 months of the end of each fiscal year. Submittal dates were January 3, 2019, for the FY 2018 reporting period; December 11, 2019, for the FY 2019 reporting period; and December 14, 2020, for the FY 2020 reporting audit. Conclusion: Complied

Findings and Observations from RTPA Compliance Requirements Matrix

SBCTA has satisfactorily complied with state legislative mandates for RTPAs. One measure in partial compliance was the consistent submission of productivity improvement progress reports to SBCTA by the operators as part of the TDA claim process. Given the provision of this measure in

the SBCTA TDA Claims Manual, SBCTA can communicate the requirement to the operators in their future claim submittal and request that the proper documentation be provided.

Another measure not applicable during the audit period pertained to the adoption of rules and regulations to evaluate TDA Article 4.5 claims. SBCTA's current policy is to not allocate LTF to CTSA's, given that they are funded through other sources such as Measure I. In addition, specialized paratransit services provided by transit systems receive TDA funds through other article claims. Because of concerns that the 5 percent cap under Article 4.5 would actually provide less funding for elderly and disabled transit service, SBCTA approves funding for all demand-responsive services through Article 4 and Article 8 claims. As a result, no Article 4.5 claims are accepted or awarded within the jurisdiction of SBCTA.

In September 2016, SBCTA adopted Resolution No. 17-002, setting the fare ratio to 18 percent system-wide under Article 4 for VVTA. With the merger of VVTA and Barstow Area Transit, VVTA received a two-year grace period before demonstrating compliance with the new farebox recovery ratio. From a review of VVTA financial audits covering the last few years, the agency is meeting the new farebox ratio using supplemental revenue allowed in the TDA.

During the audit period, SBCTA met compliance by identifying the transit needs of the jurisdictions through a series of analyses conducted as part of the unmet needs process. The analysis is combined with other annual unmet needs documentation submitted to Caltrans. The analyses conducted by SBCTA included an (1) annual assessment of the size and location of identifiable groups likely to be transit dependent or transit disadvantaged; (2) analysis of the adequacy of existing public transportation services and specialized transportation services; and (3) analysis of the potential alternative public transportation and specialized transportation services and service improvements that would meet all or part of the transit demand.⁴

SBCTA monitoring of transit operator performance has been enhanced through development of a new quarterly publication. The *San Bernardino County Multimodal Transportation Quarterly Report* was initiated in FY 2019-20 as part of implementing a prior performance audit recommendation and has two primary purposes in informing San Bernardino County policy-makers, members of the general public, and interested stakeholders. One purpose is to provide high-level information about specific transportation services and programs available, and the other is to report on current initiatives and to track trends in key performance indicators. The report covers the five public transit operators and four additional modes of transportation: Metrolink rail; CTSA programs operated by Omnitrans and VVTA; vanpool programs operated by SBCTA and VVTA; and SBCTA's ONT Lyft, a new pilot ride hailing program between four Metrolink stations and Ontario International Airport.

⁴ A fourth analysis in the TDA statute evaluates the need to acquire or lease vans and related equipment for a farmworker vanpool program. This analysis is only required, however, upon receipt by the transportation planning agency of a request of an interested party identifying a potential need.

Section III

Prior Triennial Performance Audit Recommendations

This chapter describes SBCTA’s response to the recommendations included in the prior triennial performance audit. For this purpose, each prior recommendation for the agency is described, followed by a discussion of SBCTA’s efforts to implement the recommendation. Conclusions concerning the extent to which the recommendations have been adopted by the agency are then presented.

Prior Recommendation 1

Communicate with the operators regarding the required submission of their full Productivity Improvement Program report in the TDA claim. (High Priority)

Background: SBCTA revised its TDA manual and claim form, including the Transit System Claim Checklist, during the prior audit period. One of the mandatory items on the checklist is for the transit operator to include a productivity improvement progress report with its claim submittal. The report must include (1) proof of specific efforts initiated by the operator to improve productivity, (2) status on implementing prior audit recommendations, and (3) proof of TransTrack usage.

The updated reporting began with the FY 2016–17 claim. The productivity reports submitted by the operators with their claim varied, from some items being presented to none at all. TransTrack performance data printouts were provided by some, as well as reporting on prior performance audit recommendations. However, there was not consistent reporting on the three required elements. Given that the updated reporting has been in effect for only a brief time, SBCTA should continue its communication with the operators to ensure that proper backup for the productivity improvement program is submitted with their TDA claims. SBCTA’s review of the claims should include operator compliance with the checklist items.

Actions taken by SBCTA: SBCTA is continuing to implement the recommendation and communicate with the transit claimants, as evidenced in the FY 2019 and FY 2020 TDA claims. However, SBCTA staff indicated the claims packets can get rather large to scan as electronic PDF files, and SBCTA staff does not always include all items in the PDF file provided to the auditor. SBCTA intends to continue communicating with the operators on future claim submittals and follow up with claimants that do not include all the required information. Finding methods to efficiently provide the productivity information will also be further explored. Additionally, TDA administrative responsibilities were reassigned with the addition of a Transit Manager in the SBCTA Transit Department. The Transit Manager has the responsibility to work with the operators to understand the claims, and sign off on claims and invoices. Fund Administration, in turn, performs revenue estimation, initiates and maintains the allocation instructions and balances, requests reimbursement from the County Auditor, and other administrative functions, such as updates to the TDA Claim Manual. Fund Administration also serves as a cursory second review prior to initiating allocation instructions.

Conclusion: This recommendation is in process of being implemented, and is carried forward in this audit for full implementation.

Prior Recommendation 2

Assign role for determining State Transit Assistance eligibility for operations. (High Priority)

Background: Senate Bill 508 modified the TDA regulations surrounding the efficiency test outcomes, making STA funding more accessible to transit operators for use in funding operations. Effective July 2016, the operator's ability to use STA for operations is based on a graduated schedule. Rather than entirely disallowing STA for operations if the operator fails both tests, only a portion of the funds would be defaulted for capital use, while the remaining revenue can still be used for operations. The amount disallowed for operations is dependent on the results from conducting the efficiency tests.

In discussion with SBCTA staff, it was suggested that the appropriate party to conduct the operator efficiency test under PUC Section 99314.6 would be the TDA fiscal auditor retained by SBCTA. Because audited data must be used to conduct the test, the fiscal auditor would have the direct and objective means to provide the calculation. SBCTA and the operators would review the calculations and make the determination. The test could be conducted and included as part of the annual fiscal and compliance audits for each operator.

Actions taken by SBCTA: Beginning with the FY 2018-19 TDA financial audits, SBCTA provided notice to the TDA claimants that the independent financial auditor would prepare the efficiency calculation for the four operators. SBCTA also requested the efficiency test from SCRRA. Evidence was provided of the calculation for the transit operators and SCRRA for FYs 2018-19 and 2019-20. Spreadsheets show the inputs to the formulas for both efficiency tests and their pass/fail outcomes. The efficiency test determines the proportion of STA funds that an operator could apply toward operations versus capital. AB 90 was passed in June 2020, which provides operator relief including exemption from this test, but the exemption is only for a two-year period starting in FY 2020-21, which is outside this audit timeline.

Conclusion: This recommendation has been implemented.

Prior Recommendation 3

Update correspondence with Caltrans certifying completion of triennial performance audits. (Medium Priority)

Background: SBCTA has been in compliance with its submittal of the triennial performance audits to Caltrans and retaining written certification of the transmittal. An email transmittal to Caltrans with the attached audits is kept on file and provided as evidence. While the email describes and attaches the SBCTA performance audit, the message did not certify that the operator performance audits were also completed. Under California Code of Regulations (CCR) Section 6664.6, SBCTA must certify in writing to Caltrans that a triennial performance audit of an operator has been completed. The certification must include (1) the name of the audited operator, (2) the time and period covered by the performance audit, and (3) the name of the auditor conducting the audit.

This certification can simply be added to the email prepared by SBCTA when submitting the performance audits. The certification letter verifies that the SBCTA performance audit is submitted to Caltrans and that the transit operator performance audits have been completed.

Actions taken by SBCTA: SBCTA provided evidence of email correspondence to Caltrans that meets the CCR provisions, including certifying: (1) the names of the audited operators, (2) time and period covered by the performance audit, and (3) the name of the auditor conducting the audit. The correspondence was updated for submission of the FY 2015-2017 triennial performance audits. This practice will continue with future performance audits.

Conclusion: This recommendation has been implemented.

Section IV

Detailed Review of RTPA Functions

In this section, a detailed assessment of SBCTA’s functions and performance as an RTPA during this audit period is provided. Adapted from Caltrans’s *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Agencies*, SBCTA’s activities can be divided into the following activities:

- Administration, Management, and Coordination
- Transportation Planning and Programming
- TDA Claimant Relationships and Oversight
- Public Information and External Affairs
- Grant Application and Management

Administration, Management, and Coordination

SBCTA continues serving in a project funding and delivery role. A key theme resonating through the agency is achieving equitable outcomes. Following board direction, the agency has increased its perspective on multimodal investments and interconnectivity not only for highways, but for transit and nonmotorized transportation. This perspective on infrastructure investment also has percolated to discussion on location and beneficiaries of these investments. The West Valley Bus Rapid Transit implementation is actively managed by SBCTA, as well as early project development of a proposed underground tunnel for mass transit service connecting the Rancho Cucamonga Metrolink Station and Ontario Airport. High speed rail development along I-15 over the Cajon Pass is also progressing. In addition, SBCTA is tackling the dilemma of simultaneous movement of people and goods on the constrained I-10 and I-15 freeways, since these major highways through the county serve as the connecting thoroughfare for warehousing and trucking of goods between the seaports and the rest of the country.

The organization chart remained relatively stable for the three-year period as compared to the prior audit period when some departmental reorganization and new staff titles were implemented for increased efficiency and responsiveness. In FY 2018-19, a new toll operations group was created under the Project Delivery Department. Also, an adjustment was made in the Rail & Transit Program where public transit (bus) was carved out as a separate organization box from commuter rail, and includes capital and operations for all transit modes. The Transit Manager is directly responsible for monitoring bus activity and planning, communicating with operators, and supervising staff who manage other transit such as rail and rideshare options.

For the three-year audit period covering FYs 2017-18 through 2019-20, there were 8 staff separations and 14 new hires (full- and part-time). The FY 2019-20 budget shows regular positions

in the agency which was steady for the three-year period, but slightly higher than the previous audit period. For comparison, total regular positions was 63 in FY 2017 (prior period), 65 in FY 2018, 64 in FY 2019, and 64 in FY 2020. Increased positions in the administrative/professional group offset decreases in the support group, which also factors in promotions of staff. More specifically, increases were made for the accountant position, a new corridor manager, and new staff for toll operations. Decreases were made to positions including transportation programming technician, receptionist, legal assistant, and accounting assistant.

In December 2019, the Board created the Director of Special Projects and Strategic Initiatives for a department of the same name. The purpose was to provide more focus on special short and long-term projects that will streamline systems and processes to improve the efficiency of the organization's operations. Some of the key early initiatives included leading the Omnitrans/SBCTA consolidation study and the replacement of the current financial accounting system with a new Enterprise Resource Planning (ERP) system. This department also included the existing risk management functions at SBCTA and ultimately procurement.

TDA administrative responsibilities are shared among several departments, including Fund Administration, Finance, and Transit. During the audit period, responsibilities and reporting were shifted and made more distinct, with the Transit Manager primarily responsible for overall communication and interfacing with the operators with regard to the TDA claim process. The Transit Manager reviews the claims for completeness with claim requirements such as information submittals and standard assurances. The claims are also evaluated for consistency with specific areas including budgets and farebox recovery, services contained in the SRTP, and regional transit initiatives.

Fund Administration is the central point for fund administration and programming responsibilities for the agency. The group provides the apportionment estimates for both LTF and STA, among other funding, and supports the operators' TDA claims through electronic transactions for disbursement and payment of funds. Fund Administration also provides "look aheads" of funding forecast to more comprehensively align funding with project needs to address regional and local operator issues in an equitable and fair manner. Staff have worked with Omnitrans, for example, on its longer-term financial outlook and funding needs to help develop a more sustainable revenue plan, including LTF. Improved partnerships between SBCTA staff and the operators over transit funding has resulted in more discussion and working side-by-side on funding challenges rather than the past practice of SBCTA simply providing financial figures for inclusion in the SRTPs.

The Finance Department provides accounting and reporting of the transactions and other support activities to the Transit and Fund Administration Departments. Together, staff personnel work as a team responsible for TDA administration on both the front and back ends of TDA management, including direct communications with the TDA claimants and processing of claims and reporting to the state, thus inviting efficiencies. The SBCTA Rail Program submits a TDA claim for rail operations and handles large capital infrastructure projects delivery for transit.

Separate performance evaluation forms are used for administrative/professional staff and senior staff personnel and for support staff personnel. Rating scales and evaluation criteria are slightly different between the two forms, with the professional and senior staff form containing ratings for

skills such as teamwork, decisiveness, organization, and customer service, while the support staff forms generally review employee characteristics like reliability, independence, and behavior. Signatures of the supervisor, director, and executive director are required prior to filing the completed forms in the employee's personnel file. The employee may annotate comments in the form prior to filing.

In response to direction from federal, state, and local public health officials due to COVID-19, SBCTA closed its office to the public for the duration of the coronavirus pandemic. During this time, and with few exceptions for employees performing "essential" on-site operational functions, either on a full-time or intermittent basis, SBCTA employees were subject to mandatory teleworking. A new policy signed by the executive director in September 2020 outlined the stipends and expense reimbursements available to employees who were working remotely effective March 19, 2020, and was expected to end when SBCTA resumed on-site operations following the COVID-19 health emergency. A telecommute policy was also adopted in November 2020.

Capital Project Development

Projects are prioritized on a regional basis and documented in expenditure plans and programming documents that have been approved through review and consensus building. Through the development of comprehensive planning documents and compliance with state and regional transportation programming requirements, the agency is able to stimulate project development. The collaboration among the departments within SBCTA and its partners has enabled capital projects to receive funding allocations and be delivered, especially projects funded through the Measure I local sales tax and LTF. SBCTA had continued work on completing major projects described in the expenditure plan.

Guidance on implementation of Measure I is detailed in the Measure I Strategic Plan and the 10-Year Delivery Plan, which provide a comprehensive road map for the delivery of capital projects by subarea. The 10-Year Delivery Plan is updated every two years to capture revisions and updates and stay current. During the audit period, the plan was updated in June 2019. As the original Measure I sales tax program expired, and the renewed program commenced over a decade ago, SBCTA evolved from its freeway project delivery orientation to a more multimodal project perspective, as demonstrated by significant coordinated activities such as implementation of the Redlands Passenger Rail project and West Valley Connector Bus Rapid Transit project. SBCTA also acts as the pass-through agency for Measure I and LTF funding and disperses the funds to cities, subareas, transit operators, and other claimants. Funding includes \$2.0 billion from Measure I sales tax revenue, and \$1.8 billion from federal and state sources for the 10-year period through FY 2029.

Capital programming has a mixture of roadway and transit projects. According to the agency annual budget for FY 2019-20, recent major capital project delivery includes 10 miles of tolled lanes on I-10 east of the Los Angeles County line, a 9-mile extension of commuter rail service (Redlands Passenger Rail project), widening of US 395 in Adelanto, a lane addition on State Route (SR) 210 through Highland and Redlands, replacement of the Mount Vernon Avenue Bridge over the BNSF rail yard, and several interchange improvements. Design of the Redlands Passenger Rail

project began in the fall of 2015 and is scheduled to be operational in 2022. SBCTA is managing the construction of the rail project and owns the equipment and rail line, which will begin operating with three diesel multiple-unit vehicles. SBCTA was awarded \$30 million in state grant funding to pilot a ZEMU vehicle and will be the first in the country to traverse this vehicle on its rail lines.

Internal Controls

The SBCTA annual budget is a working document that is task driven and identifies the specific work elements that SBCTA will undertake for the coming fiscal year. The budget serves as a road map outlining the steps necessary to deliver key projects. The adopted budgets during the audit period included an Initiatives and Action Plan, which identifies eight initiatives and a series of division strategies and responsible departments to carry out each initiative. The following are the initiatives from the action plan:

Initiative #1: Transparent and Accountable Allocation Strategies

Initiative #2: Engender Public Trust

Initiative #3: Focus on Creating and Strengthening Collaborative Partnerships with Governmental and Business Entities

Initiative #4: Accelerate Delivery of Capital Projects

Initiative #5: Maximize Funding Opportunities and Cost-Effectiveness of Investments

Initiative #6: Awareness of SBCTA Programs, Services, and Transit Options

Initiative #7: Long Range Strategic Planning

Initiative #8: Environmental Stewardship, Sustainability, and Grant Applications

SBCTA has continued use of the Eden Financial Management software since going live in November 2011. The software includes core financial, budgeting, and payroll applications. In addition to software licenses, the contracts include related professional services, ongoing maintenance, and support. The software features Project Fund Accounting and Contract Management applications that respond to specific needs. The Eden software package supports multiple sources of internal and external funding, including local measures and federal and state grants.

SBCTA implemented electronic document management software using the Laserfiche program through ECS Imaging, Inc. Laserfiche is compatible with SBCTA's existing Eden software and SharePoint software, which is used for collaboration on Word documents. The integration of Laserfiche with Eden allows for electronic purchase order approval and electronic invoice voucher approval, which were not done with the former system. Staff is able to save and archive finalized files in a swift and straightforward way, allowing easy retrieval of the files.

SBCTA has also implemented use of EcoSys, a data management tool to monitor project phase, contract, fund source, actual expenditures, and projected expenditures, as the primary project controls tool for the 10-Year Delivery Plan. The department is serving as the test case for moving toward streamlining the project management process and integration of the various electronic systems. Staff training was budgeted and scheduled for the EcoSys database during the latter parts of the audit period but was put on hold until information technology updates could be made to

accommodate the newer, updated EcoSys system. SBCTA anticipates replacing Eden software as the process continues, including going more paperless.

Transportation Planning and Programming

This functional area addresses planning functions required of SBCTA, including development of the Federal Transportation Improvement Program (FTIP), Congestion Management Program, Bicycle and Pedestrian Facilities Program, and transit planning. Additional transportation programs administered by the agency are also discussed, including freeway/roadway construction, the Commuter Assistance Program, and the Motorist Assistance Program.

Federal Transportation Improvement Program

SBCTA is responsible for preparing the FTIP and Regional Transportation Plan (RTP) for San Bernardino County projects that have been approved for federal funding. Federal regulations require that all projects funded with federal funds be included in a FTIP to receive the funds. In addition, projects that are regionally significant but locally funded are required to be included in the FTIP and RTP.

SCAG is the responsible agency for submittal of the FTIP to federal agencies for approval. The FTIP is generally updated every two years, with amendments occurring between updates. SBCTA submits projects to SCAG for San Bernardino County through on-line databases provided by SCAG. The 2019 and 2021 FTIPs were prepared during the audit period in coordination with local agencies and Caltrans. The 2019 FTIP programmed 304 projects and the 2021 FTIP programmed 192 projects.

Countywide transit operating and capital projects that have a federal funding component to the revenue stream or are regionally significant are programmed in the FTIP. Examples of transit projects included in the FTIP include the XpressWest (now Brightline West), a high-speed passenger rail service from Victor Valley to Las Vegas (Project Approval/Environmental Document only), Metrolink projects, and asset purchases for the public transit operators such as replacement buses, communications and dispatch equipment, and capitalization of costs.

The FTIP is prepared to implement projects and programs in the RTP, a 25-year, financially constrained, long-range planning document. The 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) prepared by SCAG involved SBCTA planning staff providing in-house traffic modeling and forecast results in coordination with the local cities and the County. SBCTA's transportation modeling capability is available to local agencies to generate timely information for a reasonable fee. SBCTA submits the county FTIP to SCAG, which is the metropolitan planning organization for the six-county region (Orange, Los Angeles, Imperial, Riverside, San Bernardino, and Ventura). SCAG is responsible for ensuring that the FTIP is consistent with the RTP and adopted air quality plans.

Bicycle and Pedestrian Facilities Program

As an important piece of the county transportation system, nonmotorized transportation is encouraged by SBCTA. In its efforts, the agency administers a biennial call for projects process for bicycle and pedestrian facilities. Article 3 of TDA provides that up to 2 percent of LTF be set aside for the implementation of bicycle and pedestrian facilities.

As described in the compliance section of this audit, 20 percent of TDA Article 3 funds would be made available for projects that improve access to bus stops for pedestrians and persons with disabilities. The total amount available in the 2019 Transit Stop Access Improvements call for projects was estimated to be \$538,965 (FYs 2017-2018 and 2018-2019). The transit portion of the program is administered by the Transit Manager. The remaining 80 percent would be available for pedestrian and bicycle facilities and administered by the Planning Department. Upon approval of a project list by the SBCTA Board, Article 3 funds will be allocated to the project sponsor agency. Allocated funds remain available for three full fiscal years after the year of board approval.

The 2019 call for projects nomination guideline includes an overview of the program, eligible expenditures, and process steps. Criteria for selection were slightly modified and include overall quality of application; project need and purpose; cost effectiveness; timeliness of prior project completion; and matching funds. The scoring rubric places emphasis on project need and matching funds, followed by overall quality and cost effectiveness. The evaluation panel comprised at least two SBCTA staff and a member from a bicycle/pedestrian stakeholder group such as the Inland Empire Biking Alliance, an adjacent county transportation commission, and Caltrans.

Applications for the last call for projects were submitted online through an SBCTA grant website. A form is completed for each specific project identified for funding with the prioritization defined for each project by jurisdiction/agency. Jurisdictions/agencies may submit multiple applications. SBCTA staff has continually worked on improving the call for projects process, notification, and online submittal. For example, SBCTA developed a resolution template for the local jurisdiction claimants to use for their claims. Claim and reimbursement procedures are different steps on which staff engage with the local jurisdictions to work through the timing. Staff turnover within the agency responsible for administration of this program as well as with the local jurisdictions has also required some process updates.

A significant activity undertaken was development of a dedicated website and portal for Article 3 bicycle and pedestrian funding and project submission. The portal (<https://storymaps.arcgis.com/stories/22d643084afe4739bfeede1fdccfc4c>) was constructed in time for the 2021 call for projects cycle, which is outside this triennial period. The website provides a program overview and instructions, and links to folders for jurisdictions to obtain application information and submit their applications and project data. Separate application sections are provided for bike/pedestrian projects, and for transit bus stop accessibility projects. Active awards are shown on a Google map with project status data available when selected. The improvements being worked on by the Planning Department are being coordinated with the update to the SBCTA TDA Claims Manual to memorialize the changes and instructions for the Article 3 program and submission process.

Transit and Multimodal Planning

SBCTA is responsible for the coordination of transit among all the operators in the county to ensure the efficient delivery of services. In this capacity, the agency has provided a regional perspective to facilitating the provision of public transit by the five transit operators and SCRRA. Working in cooperation with each city, SBCTA also continues to assist in creating sustainable transit-oriented developments (TODs) at transit stations. This coordinated land use approach has been extended to transit-related efforts such as the Phase I West Valley Connector Bus Rapid Transit project stretching 19-miles that proposes limited stops while adding speed and quality improvements to the public transit system along the corridor.

SBCTA updated its Public Transit-Human Services Transportation Coordination Plan in June 2021. The plan identifies and addresses transportation needs and gaps of seniors, persons with disabilities, and persons of low income for the next five-year period through 2025. Comparison of trips throughout the county were shown for 2021 and 2016, the previous update of this plan. Through mobility goals, strategies, and projects, the plan provides direction to numerous San Bernardino stakeholders including SBCTA, the county's public transit providers, human service agencies, cities, and the County. The 2021 Coordination Plan presents four goals and their 22 strategies to improve mobility. Eligible plan strategies can be supported with Federal Transit Administration (FTA) Section 5310 funds and County Measure I.

With various transit improvement initiatives underway and/or completed, it was critically important that SBCTA establish a regional transit plan for the identification, prioritization, development, funding, and implementation of transit improvements in San Bernardino County. The SBCTA Short-Range Transit Plan (SRTP) will guide transit improvements in San Bernardino County over the next five years. The countywide SRTP identifies the existing transit services, goals and objectives, plans, and funding requirements of the five local transit operators, as well as region-wide transit needs, goals, and future services, including the Redlands Passenger Rail Project. The SRTP also enables SBCTA to seek new federal funding sources for the implementation of these improvements. In turn, SBCTA requires each transit operator to prepare a multiyear operating and capital plan, essentially their own separate SRTP for local services. Based on time frames covered by the respective operator SRTP, a number of updates during the audit period, including MBTA, Needles, and VVTA.

Long-range transit and multimodal planning is conducted by the Planning Department. A long-range transit plan was developed that has been integrated into the Countywide Transportation Plan addressing all travel modes and current changing circumstances, such as measurement using vehicle miles traveled instead of level of service, and impacts from COVID pandemic and teleworking. Complementing the countywide plan is The Inland Empire Comprehensive Multimodal Corridor Plan (IE CMCP), developed in October 2020. SCAG was awarded a Caltrans grant to examine the multimodal corridors of the Inland Empire in partnerships with Caltrans District 8, the Riverside County Transportation Commission, SBCTA, and the Western Riverside Council of Governments. The IE CMCP has multiple uses that will benefit local, regional, and state agencies as they deal with balancing infrastructure, livability, economic, and sustainability needs as they relate to the transportation system. Smaller “sub-corridors” were identified to facilitate more detailed assessment of corridor conditions and to focus the recommended

improvements and strategies. Five sub-corridors were identified for north/south travel and five for east/west travel.

Furthermore, SBCTA and its partners SCAG and Omnitrans initiated the Customer-Based Ridesharing and Transit Interconnectivity Study. Dubbed the Customer-Focused, Technology-Enabled Multi-Modalism Action Plan for the San Bernardino Valley, the June 2018 study was conducted for several reasons: 1) ensure that residents, businesses, workers, and visitors can make optimum use of the ongoing substantial public investment in the San Bernardino Valley's transportation network; 2) attract new users, and more continuing users, to the multimodal network of rail, bus, demand-response services, carpool, vanpool and active transportation facilities serving 15 cities and unincorporated areas of the San Bernardino Valley; and 3) determine how SBCTA and its transportation partner agencies should respond to and take advantage of the revolutions occurring in transportation technology, communications, and big data. This study comes at a time of great change and opportunity, but also a time of uncertainty, with recent years' decline in public transit ridership both nationally and in this region.

While not a transit plan, it is noted that SBCTA, in collaboration with local jurisdictions in San Bernardino County, updated the San Bernardino County Non-Motorized Transportation Plan in June 2018. This plan identifies a comprehensive network, with a focus on the bicycle system, while responding in part to the initiatives to reduce vehicle travel and greenhouse gas emissions embedded in Senate Bill 375. The nonmotorized transportation component plays an integral part in transit service planning. The plan satisfies the State of California requirements for a bicycle transportation plan for purposes of Caltrans Bicycle Transportation Account funding (now part of ATP program funding).

Additional studies conducted during this audit period with relevance to transit and multimodalism are those relating to the planning and rollout of zero emission vehicles. They include the Zero-Emission Vehicle Readiness and Implementation Plan, completed in August 2019, and a series of zero-emission bus (ZEB) studies completed in April 2020. These bus studies include the San Bernardino Countywide Zero-Emission Bus Study Master Plan, SBCTA Final Countywide ZEB Rollout Plan, and the Omnitrans Zero-Emission Bus Rollout Plan. The bus master plan provides the framework for each transit agencies' transition to ZEBs pursuant to the California Air Resources Board Innovative Clean Transit regulation, and the rollout plans transition each of the respective operators to 100 percent zero-emission fleets by 2040. The master plan outlines the existing conditions, methodologies and analyses, and proposed technologies and facility recommendations for each of the five transit agencies. By itemizing the existing conditions, assessments, and findings by operator, the document provides a robust and comprehensive study of how ZEB could be implemented in San Bernardino County.

Freeway/Roadway Construction

SBCTA serves as the lead agency for many construction projects and provides funding support for projects overseen by other agencies. SBCTA's program management consultant develops a Major Projects Quarterly Project Status Briefing document, intended to communicate project information between SBCTA staff, the Metro Valley Study Session, Mountain/Desert Policy Committee, and the SBCTA Board. The agency serves in the delivery, management, and construction of major

freeway, interchange, and grade separation projects. Accomplishments for major freeway and roadway construction during the audit period include:

- Landscape construction for the first three phases of I-215 widening through the City of San Bernardino, and for SR 210.
- The SR 210 Lane Addition Project in the Cities of Highland, San Bernardino and Redlands including reconstruction of the Base Line interchange.
- Award of a design-build contract and financial close of the Transportation Infrastructure finance and Innovation Act (TIFIA) loan on the I-10 Corridor Contract 1 Project.
- Project Approval/Environmental Document for the I-15 Corridor Express Lane improvements from SR 60 to SR 210. The project was broken into segments, and a PS&E is being conducted on a smaller segment.
- Project Approval/Environmental Document for the I-10 Eastbound Truck Climbing Lane Project.
- The I-215 Bi-County High Occupancy Vehicle lane addition construction follow-on projects, including the Barton Road Interchange at I-215, and the Mount Vernon Avenue/Washington Avenue Interchange at I-215 (design phase).

Rideshare and Multimodal Programs

The focus of the Rideshare and Multimodal Programs is to improve mobility throughout the transportation system by encouraging commuters to make a mode-shift decision away from solo vehicle commuting. Alternative commute modes include working from home (telecommute), riding the bus, train, carpool or vanpool, bike, walking or a combination of modes (multimodal). SBCTA offers a comprehensive list of programs and outreach under the umbrella of Rideshare and Multimodal Programs, which helps foster more efficient use of the transportation system and reduces traffic congestion and vehicle emissions.

SBCTA implements IE Commuter (<https://iecommuter.org/>, 1-866-RIDESHARE), a bi-county rideshare program in conjunction with the Riverside County Transportation Commission, offering employer services, ride-matching, incentives, including a guaranteed ride home program, average vehicle ridership surveying, and serving as a regional database of commuter information. SBCTA's SB Loop vanpool subsidy program complements carpool and transit and has contributed to the increase in vehicle occupancy and rideshare participation.

SBCTA promotes the Rideshare and Multimodal Programs through various channels but has an emphasis on connecting to employees through employer outreach and through countywide transit marketing and collaboration. The IE Commuter program plays a major role in this regional outreach through employers subject to the South Coast Air Quality Management District's Rule 2202 Employee Commute Reduction Program.

Motorist Assistance ProgramsService Authority for Freeway Emergencies

SBCTA has served as the designated Service Authority for Freeway Emergencies (SAFE) for San Bernardino County since 1990. SAFE is known for the call boxes along major highways that enable stranded motorists to phone for assistance. All call boxes are teletype (TTY) equipped while satellite call boxes were installed on select highways in San Bernardino County to supplement areas with inconsistent or no cellular signal. Digital cellular signals at the call boxes are provided through a cellular provider. San Bernardino County is the largest county in the nation, with diverse topography and numerous rural areas. The inventory of call boxes in the county is approximately 790 call boxes, down from about 1,200 during the prior triennial period, but still making SBCTA one of the largest call box providers in the state. Most calls are for a disabled vehicle, although other calls were made for such events as road hazards, accidents, and medical emergencies. SAFE revenue is derived from the California Department of Motor Vehicles, which collects \$1 annually from the vehicle registration fee for vehicles registered in San Bernardino County. The annual amount collected is about \$1.8 million.

Freeway Service Patrol

SBCTA administers the Freeway Service Patrol (FSP) in conjunction with the California Highway Patrol and Caltrans. The FSP can quickly assist motorists during peak traffic conditions and in construction zones. SBCTA expanded the number of FSP Beats from 8 to 9 along major freeways in order to provide additional roving tow trucks assistance to motorists traveling through the Cajon Pass. The FSP operates during peak commute hours on weekdays from 5:30 a.m. to 9:00 a.m. and from 2:00 p.m. to 7:00 p.m. Monday through Thursday, and from noon to 7:00 pm on Fridays. The FSP Program also provides weekend services to motorists on selected Beats, from 10:00 a.m. to 6:00 p.m. on weekends, which is an expansion of available service from the prior audit period. FSP is also utilized in construction zones when needed. More than one-third of all FSP assists involve information/safety checks and general assistance calls, followed by flat tires and mechanical failures.

The total number of FSP assists from the start of the program in 2006 through June 30, 2020 was 595,294. The FSP program has received more than 17,000 survey comments from motorists that have been assisted by FSP drivers. Overall, 99.9 percent of motorists rated their FSP experience as excellent or good. Each year, the FSP program's Rookie of the Year, Most Accurate, Public Choice, Driver of Excellence, and Top Driver are selected and recognized. Awards are based on five different criteria relating to their service. In April 2019, the SBCTA Board of Directors recognized four of the top five FSP drivers for their outstanding efforts, high level of professionalism, and the excellent customer service they provided to stranded motorists along San Bernardino County freeways.

Performance indicators for service include the following:

Table IV-1
Commuter Assistance Performance Indicators

Fiscal Year	Motorists Assisted by Freeway Service Patrol	Calls to 511	Visits to IE511.org
2018 (actual)	50,000	52,000	58,441
2019 (actual)	142,287	104,000	114,045
2020 (revised budget)	437,022	342,000	252,921

Source: SBCTA Annual Budget FY 2020-21

TDA Claimant Relationships and Oversight

As the designated County Transportation Commission, SBCTA is responsible for the administration of the TDA program. This functional area addresses SBCTA's interaction with the transit operators in San Bernardino County and its administration of the provisions of the TDA. The sub-functions described include costs to administer the program, technical and managerial assistance to operators, TDA claims processing, and the unmet transit needs process.

SBCTA Administration and Planning

The uses of TDA revenues apportioned to San Bernardino County flow through a priority process prescribed in state law. Prior to apportionment of funds to the Bicycle and Pedestrian Facilities Program and the transit operators, SBCTA is able to claim TDA revenues for administration of the fund and for transportation planning and programming purposes. SBCTA apportions 3 percent of LTF for planning and programming as allowed by statute. The limit does not apply to fund administration, but SBCTA has been responsible in the amount it claims, generally apportioning 1 percent of total estimated funds available. The dollar amount for administration increased between FYs 2018 and 2019 to the 1 percent level as the fund balance from prior year administrative funds was drawn down. In addition, SBCTA allocates revenues to SCAG for planning purposes as a member of the regional agency. During the audit years of 2018 through 2020, SBCTA apportioned the LTF amounts shown in Table IV-2.

Table IV-2
Adopted LTF Apportionments for
SBCTA Administration,
Planning, and Programming

Fiscal Year	Total LTF Available ^(a)	SBCTA Administration of TDA	SBCTA Planning & Programming	Total SBCTA Allocations
2018*	\$115,927,601	\$330,000	\$3,477,828	\$3,807,828
2019**	\$91,322,570	\$913,226	\$2,739,677	\$3,652,903
2020**	\$95,909,606	\$959,096	\$2,877,288	\$3,836,384

Source: SBCTA Board adopted apportionments and fund estimate

(a) Total annual LTF receipts estimated per SBCTA/County Auditor. Includes prior year audited unrestricted fund balance, and deducts for the fund reserve. The prior year unrestricted fund balance was slightly negative in FYs 2019 and 2020. Excludes State Transit Assistance funds.

** Because there was a fund balance from prior year administrative funds, SBCTA requested only \$330,000 for administrative cost in FY 2017–18.*

*** SBCTA's Administrative Cost set-aside is 1% of total estimated funds available.*

Annually, SBCTA staff presents the County Auditor/Controller with an estimate of current year and subsequent year LTF receipts. Staff uses a historical basis for the estimate and ties in a reasonable growth factor consistent with local economic indicators. SBCTA is conservative in its estimates, and any additional LTF recognized due to sales tax growth is carried forward in the next year's apportionment as an unrestricted fund balance.

Technical and Managerial Assistance to Operators

The SBCTA Transit Manager, Fund Administration Department, and the Finance Department are designed to be the central point for all fund administration and programming responsibilities for the agency. Following a period of reorganization, the staffing to administer the TDA has been centralized to a few staff in these departments, with specific responsibilities clarified. This has allowed the TDA administrative process to become more efficient and enables staff to be more proactive with the claimants. For example, the Transit Manager supports and communicates with the transit operators on a day-to-day basis, and administers several TDA required programs including transit planning, unmet transit needs, PASTACC, and review of LTF operator and bus stop improvement claims. The Transit Manager is the first line review of the claim prior to forwarding to Fund Administration and checks for the basic submittals and consistency in financial reporting and transit planning by the claimants. The management analyst in Fund Administration administers rail/state transit funding, including reviewing SBCTA LTF rail claims, and state transit funds such as Low Carbon Transit Operations Program (LCTOP), State of Good Repair, and Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA). The Planning Department plays a large role in the solicitation and selection of LTF Article 3 funds for bicycle and pedestrian projects. TDA funding is administered through organization and maintenance of spreadsheet-based and online processing of TDA claims and management. Article 3 bike/pedestrian claims are submitted through a separate online portal maintained by the Planning Department. These processes to automate the LTF administrative process include receiving the claim file, processing reimbursement requests, and checking balances.

The Finance Department provides accounting, financial auditing and procedures, and payment services while coordinating closely with the aforementioned departments on TDA financial matters. To help with other TDA administration, SBCTA retains outside on-call consultants to assist with various duties, including special transit-related studies, analysis of unmet transit needs, grant assistance, and technical staffing for the PASTACC.

Direct interface with the operators is through communications on TDA claims, transit planning and funding, and other transit matters. Transit operators are encouraged to communicate on a

regular basis, and the Transit Manager makes herself available in building positive relationships. Attendance at unmet transit needs hearings and PASTACC meetings, and review of findings and recommendations made in operator Comprehensive Operations Analyses/SRTPs and the regional SRTP, also present opportunities for discussion.

As described in the compliance section of this audit, SBCTA monitoring of transit operator performance has been enhanced through development of a new quarterly publication. The *San Bernardino County Multimodal Transportation Quarterly Report* was initiated in FY 2019-20 to provide high-level information about specific transportation services and programs available, report on current initiatives, and track trends in key performance indicators. The report covers the five public transit operators among other services. Quarterly ridership and other key data items are drawn from TransTrack, and trends and issues are described on a regional level. The fourth quarter report addressed the operators' responses to the COVID pandemic and their dealings in the areas of schedules, fares, cleaning, communications, and food delivery.

The operators are required to input their performance data in a timely manner into the TransTrack software program, which, along with their National Transit Database reports, enables SBCTA to review the data for accuracy and general operator health. Software upgrades are made to enhance the TransTrack dashboard module and use of the system as a performance monitoring tool, and to achieve further compliance with reporting consistent performance measures.

TDA Claim Processing

SBCTA was responsible for managing and apportioning \$115.9 million in LTF revenues in FY 2018, \$91.3 million in FY 2019, and \$95.9 million in FY 2020, after deduction for funding reserve.⁵ The audited unrestricted fund balance at the start of FY 2018 was \$19.4 million, contributing to the higher amount that year. The other two fiscal years experienced slightly negative starting fund balances because prior year estimates were higher than actual LTF revenue received. In addition, according to the annual SBCTA STA apportionments, the amounts apportioned to the operators through the regional population share were \$5.8 million in FY 2018, \$12.1 million in FY 2019, and \$25.1 million in FY 2020, supplemented by the passage of State SB 1. The total restricted fund balance of STA funds by the end of the audit period (FY 2019-20) was \$76.1 million, according to the STA audited financial statements. SBCTA functions as a pass-through agency for the operator revenue share of STA.

The SBCTA TDA Claims Manual is the comprehensive resource for TDA claims information, instructions, and regulatory references. Last updated in May 2016, the manual is made available online and contains updated information regarding the TDA program, instructions for completing the claim form and required submittals, and sample claim forms for transit operators and local jurisdictions. Since that time, a number of state legislative directives affecting the TDA were implemented over the past five years that impact the administration and funding of the program, such as SB 508 (performance measurement including farebox recovery), AB 1113 (clarification of TDA claimants and changes in regulatory filings), SB 1 (STA augmentation and State of Good Repair programs), and AB 90 (coronavirus pandemic performance measures relief). These examples of state TDA legislation and other changes to the local practice of TDA in the County

⁵ San Bernardino County Local Transportation Fund Annual Apportionment table.

should be addressed and memorialized in an update to the workbook and their impacts noted on SBCTA’s TDA administration and funding.

SBCTA prepares and distributes the TDA claims packets electronically along with funding information such as apportionments needed to prepare TDA claims. Included in the packet is a checklist of items to be filed. The claims checklist contains a listing of 13 items to include with the claim that allows each claimant to submit and justify its need for TDA funds.

The claims are prepared by each operator, adopted by the operator’s governing board or council, and must include a sign-off on the implementation of a number of TDA requirements. These requirements are contained in a “standard assurances” form that is separate from the checklist and includes compliance with revenue ratios, attachment of specific documentation, and submittal of compliance audits and reports. Each submitting claimant certifies that all conformance requirements are satisfied to receive both LTF and STA funds. Once the claims are processed and funds are allocated by SBCTA, operators can amend claims during the fiscal year as actual transit service is delivered. Claims and required submittals for Article 3 bike/pedestrian projects are handled differently through the separate online portal managed by the Planning Department, but ultimately coordinated with the Fund Administration and Finance Departments.

STA funds are claimed using the same form and comply with the procedures and formulas established in the TDA statute. SBCTA is required to make annual findings prior to allocation of STA funds to the transit operators. These findings are part of the standard assurances checklist and integrated with the claims for LTF revenues. Measure I elderly and disabled claims are a third aspect of the claims process.

The regional share of STA that SBCTA receives under PUC Section 99313 is distributed based on need. SBCTA formalized the split of annual funding based on the relative population proportions between the Valley and Desert regions. Historically, the split was 75 percent to the Valley and 25 percent to the Mountain/Desert; the formally adopted split during the audit period was slightly different at 72.56 percent Valley and 27.44 percent Mountain/Desert in FY 2020 using annual population data from the California Department of Finance. Because STA funds are largely intended for capital purposes, the STA population share funds are not further apportioned to the jurisdiction level, as is the case with LTF, but are instead allocated to specific projects as the need is identified. These allocations are presented to the SBCTA Board for approval after the transit operators develop their annual fiscal year budgets.

The general responsibilities for TDA claims administration under the Transit Manager and Fund Administration include the following:

- Release estimates for LTF and STA funds to transit operators.
- Apportion LTF and STA funds to eligible claimants.
- Ensure compliance and claimant eligibility to receive TDA fund prior to allocation.
- Allocate and approve LTF and STA funds to eligible claimants.

- Manage claims process for LTF and STA funding.
- Monitor performance and use of funds to ensure fiscal and performance responsibility.
- Monitor federal transit grant expenditures by operators to ensure timely use.

Also, several administrative tasks are transferred to the Finance Department including:

- Preparation of State Controller Reports of the LTF and STA funds.
- Coordination of fiscal and compliance audits of TDA claimants.
- Maintenance of LTF and STA interest earnings and balance sheets.
- Coordination of invoices and fund disbursement.
- Contracting for federal single audits.

State legislation made adjustments to some TDA provisions including farebox recovery and eligibility for STA funding. One such adjustment was the reinstatement of the eligibility criteria used to determine how much STA revenue could be used by an operator for offsetting operating expenses rather than capital expenditures. SBCTA's method to implement this test is to have the independent fiscal auditor conduct the test annually for the operators, with both SBCTA and the affected operators reviewing and concurring with the inputs and results.

Unmet Transit Needs and PASTACC

Unmet transit needs hearings are required by the TDA where claims can be made for streets and roads. This occurs for the desert region of San Bernardino County since the TDA is dedicated to transit in the Valley and Mountain areas. While non-transit funds are allocated in the High Desert (VVTA), in the Low Desert region comprising the MBTA service area, all LTF is allocated to transit. However, MBTA requested that unmet needs hearings continue in its service area to capture public comment for transit planning purposes. SBCTA conducts the annual unmet needs process in consultation with PASTACC, which serves as the statutorily required Social Services Transportation Advisory Council. Members of the PASTACC participate in the review of the comments made during the hearings.

PASTACC revised the formal definitions of “unmet transit needs” and “reasonable to meet” for the purpose of SBCTA Board adoption in May 2016, and was reaffirmed each year of the audit period. The definitions are provided below.

- **Unmet Transit Needs:** Basic, existing mobility needs or any deficiency in the provision of public transit service, specialized transit service or private for-profit or nonprofit transportation.

- **Reasonable to Meet:** A determination to be made based upon the following guidelines and performance and financial standards, in accordance with federal Title VI Non-Discrimination regulations and recognizing the following components:
 - Community acceptance – The proposed service has community acceptance and support as determined by the unmet transit needs public hearing record or as a component of adopted programs and plans.
 - Implementation – The proposed service shall:
 1. Be in response to an existing rather than a future need.
 2. Be implemented consistent with the timing of funding availability.
 3. Be implemented safely and in accordance with local, state, and federal laws and regulations.
 4. Not cause the operator to incur expenditures in excess of the maximum amount of LTF funds, STA funds, FTA funds, fare revenues, and local support.
 - Cost effectiveness – The proposed service shall:
 1. Minimize duplication of existing transportation services or resources.
 2. Consider opportunities for coordinating among adjoining public entities or with private transportation providers and/or funding agencies in order to maximize existing resources (including financial), as well as legal or customary responsibilities of other entities such as social service agencies, religious organizations, and schools.
 3. Excluding the first three years, the proposed or new transit service will not adversely affect systemwide performance standards including the operator's ability to meet required farebox recovery.
 4. The proposed or new transit service shall show continued progress in key performance indicators over the pilot period.

Unmet transit needs hearings are coordinated by SBCTA transit staff and generally held in September. Given the vast geography of the desert region, public hearings are held in two locations in cooperation with the local transit agencies in the High Desert (VVTA) and Low Desert (MBTA). The VVTA and MBTA boards serve as the hearing board at their respective locations. The transit operators provide complementary curb-to-curb rides for customers wanting to attend the unmet needs hearings. After conducting the analysis prescribed under PUC Section 99401.5 and conducting public hearings to identify unmet transit needs, SBCTA, in conjunction with PASTACC, makes a determination of unmet transit needs and consults with the Transit Committee prior to presenting the resolution of finding to and adoption by the SBCTA Board of Directors.

During the audit period, the following unmet needs findings were made:

FY 2017–18

1. There are no unmet transit needs that can be reasonably met within the Victor Valley, Upper Desert Region of San Bernardino County.

2. There are no unmet transit needs that can be reasonably met within the Morongo Basin, Lower Desert Region of San Bernardino County.

FY 2018–19

1. There are no unmet transit needs that can be reasonably met within the Victor Valley, Upper Desert Region of San Bernardino County.

2. There are no unmet transit needs that can be reasonably met within the Morongo Basin, Lower Desert Region of San Bernardino County.

FY 2019–20

1. There are no unmet transit needs that can be reasonably met within the Victor Valley, Upper Desert Region of San Bernardino County.

2. There are no unmet transit needs that can be reasonably met within the Morongo Basin, Lower Desert Region of San Bernardino County.

The hearings are duly noticed in local print publications such as the *Victorville Daily Press*, *Lucerne Valley Leader*, *San Bernardino County Sun*, *Yucca Valley Hi-Desert Star*, *Barstow Desert Dispatch*, and *Twentynine Palms Desert Trail*. Flyers announcing the public hearings are posted on transit vehicles serving the region, and notices are mailed to social service agencies, transit advocates, and interested citizens. Comments are also received by SBCTA via email. Testimony gathered from the hearings and subsequent analysis are coordinated between SBCTA staff and the contractor retained to facilitate PASTACC.

PASTACC serves as the primary group through which the unmet transit needs process is reviewed and testimony and findings are discussed. PASTACC follows its updated bylaws and member resource binder to develop a more formalized and defined role in transportation decision-making. SBCTA has been working to better define the purpose, role, and work scope of the committee in anticipation of retaining the interest level and involvement of all participants. As the committee discusses a broad range of transit and specialized transit issues, the bimonthly meeting agendas contain discussion items that revolve around several primary areas, including reporting on items of interest to voting members and the general membership, unmet transit needs, updates on transit grants and initiatives, and other items of current interest impacting transit and transportation. Other SBCTA staff and public members also participate on agendas as necessary, while ad hoc subcommittees are created to focus on particular issues.

SBCTA prepares the appropriate documentation on the unmet transit needs process and findings and submits the packet to Caltrans. In implementing a prior performance audit recommendation to comply with the PUC, SBCTA identified the transit needs of the jurisdictions through analysis conducted as part of the unmet needs process. SBCTA's consultant, on behalf of the agency, prepared the analysis under PUC Section 99401.5, including an annual assessment of the size and location of identifiable groups likely to be transit dependent or transit disadvantaged; an analysis of the adequacy of existing public transportation services and specialized transportation services; an analysis of the potential alternative public transportation and specialized transportation services and service improvements; and an analysis of the need to acquire or lease vans and related

equipment for commuter vanpool as well as farmworker vanpool programs, if requested. The analysis helps to determine potential transit gaps in existing service and whether there are any transit needs voiced from the community that are reasonable to meet. The analysis is combined with other annual unmet needs documentation submitted to Caltrans.

Public Information and External Affairs

Through a past merger of legislative and public affairs within the agency, consistent messaging of SBCTA to its elected members, the media, and the public is one of the centerpieces of its strategy. The Legislative & Public Affairs Department has prioritized creating awareness of the agency through effective outreach strategies. Awareness is one of the initiatives in the SBCTA Initiatives and Action Plan and budget, per *Initiative #6: Awareness of SBCTA Programs, Services, and Transit Options*. Another initiative under the responsibility of the department is *Initiative #5: Maximize Funding Opportunities and Cost-Effectiveness of Investments*, which advocates for policies and funding formulas at the state and federal levels that are favorable for SBCTA to construct and deliver transportation projects. Among the stated efforts is to utilize new tools and capitalize on communications opportunities throughout the region.

The updated SBCTA website, fact sheets, outreach efforts, and media briefings each bear consistent messaging. Website content is typically filtered through Legislative & Public Affairs before being posted on the internet. Staff has been active in creating public awareness of SBCTA services that align with the agency and associated branding efforts. Awareness of the amount of transportation construction activity requires an outreach strategy undertaken by this department. Public involvement in suggesting alternatives and providing feedback for the I-10 and I-15 Corridor Projects was conducted with the assistance of community advisory groups established to provide information to and receive input from their communities.

The activities related to outreach include periodic publication of SBCTA information notices, notice of changes in construction, development of program brochures, hosting of community meetings for various regional projects, management of a variety of public events to commemorate project and program accomplishments, and management of a media information program relative to all SBCTA activities. SBCTA consolidated its external outreach team to one contractor for all projects. Prior to this action, each project had separate messaging and formatting and was impacted from a silo effect. Under this consolidated effort, project messaging has the same tone and general feel, and reporting between the vendor and SBCTA is made easier for all outreach efforts.

SBCTA sends an annual delegation to Washington, DC, to advocate as one voice for transportation and attends national transportation conferences. Federal advocacy efforts have been made for awareness and support on SBCTA's piloting of the nation's first zero-emission commuter rail vehicle, the Transportation Infrastructure Finance and Innovation Act loan for the I-10 Corridor Contract 1 project, and the Redlands Passenger Rail project. Similar advocacy efforts are made during trips to Sacramento on state transportation funding such as SB 1, cap and trade program flexibility, and funding for ongoing maintenance and operations. In addition, state advocacy efforts were made for passage of AB 1523 (Obernolte) authorizing SBCTA to use a design-build procurement process for the Mt. Vernon Viaduct project.

SBCTA has an ongoing program of outreach and communication with the news media, community organizations, and the general public in San Bernardino County. Through this program, SBCTA established cooperative working relationships with key community organizations that provide for public input into SBCTA programs, as well as development of community support for projects at the state and federal levels. From surveys administered through SBCOG to understand what services are desired by local member agencies, SBCTA provides tailored messaging to help empower cities to package and advocate for their own project funding. If SBCTA is the lead agency on a deliverable or construction project, it will provide the outreach. Otherwise, SBCTA advises local jurisdictions and supports their efforts.

The Legislative & Public Affairs Department also takes lead on studies that have direct connections to funding, such as managing the Transit Marketing and Fare Subsidy study for the Mountain and Desert regions in FY 2017-18. The study helped create a marketing tool kit for the transit systems, including uniform trip planning, and focused on assisting the operators in targeting funding from the state LCTOP. Studies like these, as well as integrating transit funding needs in the department's advocacy program, enhances the voice for transit.

The Legislative & Public Affairs Department is responsible for creating and sharing numerous publications including public information notices, press releases, specialized brochures, project fact sheets, invitations and programs for construction-related events or updates, and other SBCTA events and projects. The News & Events section of the SBCTA website includes updated agency information in electronic format. Resources available in this section include:

- goSBCTA e-Newsletter
- goSBCTA Newsroom
- COG Communicator
- Media Kit
- On-the-Go Newsletters

The goSBCTA e-newsletter is a monthly publication that brings the latest transportation news and information right to a subscriber's inbox. The goSBCTA newsroom is a primary stop for current SBCTA news and information. The COG Communicator is the COG's quarterly e-newsletter for related information. Two publications—one for commuters and one for employee transportation coordinators—are posted on the On-the-Go Newsletters page and feature transit news and other helpful information. The newsletters are published in English and Spanish.

Outreach and communication actions facilitated by the Legislative & Public Affairs Department include the development of presentations for all departments and SBCTA as a whole, presentations to organizations and city councils, creation of graphic display materials for SBCTA booths at public events, coordination of special events and the photography of SBCTA events and activities, preparation of speeches for SBCTA board members and SBCTA staff, program development, and social media outreach and response efforts in support of overall SBCTA activities. SBCTA works with the local jurisdictions on transportation/land use such as transit-oriented development planning and identification of transportation options.

Social media is another venue for communication through assistance from an outside vendor. SBCTA posts updated information on Twitter, Facebook, Instagram, and LinkedIn. The goSBCTA e-newsletter and COG Communicator can be shared via these social media platforms.

Internet video via YouTube is used to promote SBCTA activities and broadcast agency meetings uploaded by the public. Over the past few years, they have included videos of SBCTA B2B Expo, the Redlands Passenger Rail Project, Technical Advisory Committee meetings, and Transit Committee meetings. The COVID pandemic has challenged the agency to virtualize outreach efforts using virtual video communication platforms that have resulted in larger turnouts for such outreach events. Examples include SBCTA hosting its monthly I-10 Express Lanes Project webinar, and a virtual open house to share information on the Lytle Creek Recreation Management Plan and Traffic Management Plan, which drew more than 80 participants.

Alternative transportation is promoted by SBCTA through the same media channels as for other modes. While the public transit operators generally conduct their own marketing and promotion, the aforementioned countywide Transit Marketing and Fare Subsidy study is an example of SBCTA's recognition that alternative transportation, including nonmotorized means, is an integral part of the overall transportation network, especially as it pertains to access to and from transit and to and from one's destination.

Grant Application and Management

SBCTA serves as the clearinghouse for federal grant applications that are reviewed to determine if there is any duplication of effort among agencies and to ensure there is no conflict with local plans and policies. SBCTA's role for San Bernardino County includes reviewing and being an integral part in state and federal funding assistance that promotes interjurisdictional coordination. SBCTA has largely been successful with obtaining competitive grants due to the quality of its grant proposals combined with awareness efforts the agency undertakes with policy-makers and stakeholders on the state and federal levels. SBCTA demonstrates its cost-effective and efficient methods to deliver projects, which make the grant proposals attractive to grantee agencies. During the audit period, SBCTA was successful in securing \$162 million in competitive grants for transit projects, and \$142 million for road improvement projects.

The Fund Administration Department is typically involved in the grant process through fund tracking of both revenue projections and expenditure needs for operations and maintenance, pass-through subsidies, and capital projects. Additional resources are provided for many of the ongoing state transit grant programs, as well as outside consulting assistance for other large capital grants. The Planning Department provides analytical support for grant applications prepared both within their department and by all other SBCTA departments.

The agency assists the transit operators with obtaining both state and federal grants by ensuring the programming of resources and projects in the appropriate state and federal transportation implementation plans. Funding sources such as SB 1 position SBCTA as the conduit for information about grant availability. State funding during the audit period, including LCTOP and the conclusion of the Proposition 1B program (PTMISEA and CalOES), has been instrumental in providing transit revenue for the operators for projects including infrastructure, security, and

rolling stock purchases. SBCTA was successful in securing over \$76 million in competitive funding for the Redlands Passenger Rail project from the SB1 Solutions for Congested Corridors Program (SCCP) and SB1 Local Partnership Program (LPP). That was in addition to the \$18 million received for the project during the last audit period from the State Transit and Intercity Rail Capital Program (TIRCP) and federal Transportation Investment Generating Economic Recovery (TIGER) funds.

Federal grants have also played an important role in funding the transit operators' continued operations and capital replacements. For example, in the TDA claims, SBCTA requires the operators to submit a listing of capital projects approved in the prior year's budget but not yet completed. This list is a means to track progress in completing capital projects and the relative success of drawing down and closing federal grant funds. This requirement for the claims is in addition to the listing of capital projects requested in the current budget year.

Grant functions such as transit grant monitoring and use are a responsibility of the Transit Department. Oversight of the annual federal single audits is the responsibility of the Finance Department. Federal transit grant programming includes preparation of FTA Section 5311 Program of Projects and assistance to the operators in preparation of FTA Section 5307 grant applications, calls for projects for federal transit grants, and review and recommendation of FTA Sections 5310 and 5311(f) applications. SBCTA approves use of the FTA funds through approval of each operator's SRTP as well as ensuring the approved projects are included in the FTIP. SBCTA also maintains a monitoring system for FTA formula grants to ensure timely commitment of funds and monitors congressional appropriation of FTA funds and FTA regulations.

SBCTA serves as the lead agency, or a major funding partner, on constructing major capital transit projects with grant support/awards. SBCTA has been successful with procuring large-scale grants for transit. As examples, during the audit period, SBCTA was successful in securing \$162 million in competitive grants for transit projects for: the West Valley Connector Bus Rapid Transit project (\$15 million TIRCP); Redlands Passenger Rail project (\$65 million SCCP and \$11 million LPP), ZEMU rail vehicle (\$30 million TIRCP), and the Gold Line (\$41 million TIRCP). Further, SBCTA secured additional competitive funding after the audit period totaling \$152 million awarded to the West Valley Connector project from the FTA Small Starts Program and SCCP, and a \$26 million apportionment announced by the FTA from the American Rescue Plan Act (ARP) in June 2021.

In identifying grant opportunities, SBCTA is involved early and often on new funding sources/changes at the state and federal levels by actively participating in various organizations that link the agency with other funding agencies. These organizations include serving on the CalAct Board, and as vice moderator for the Cal RTPA group. SBCTA participates in development of guidelines for state funding sources and subscribes to various sources/organizations for both state and federal grant opportunities. Also, SBCTA/SBCOG's on-call grant writing consultant monitors lower profile grants that might not be readily visible to agency staff.

Department directors are responsible to pursue grant opportunities, and the director delegates a grant application by determining if in-house staff has the time and expertise to write the grant, or if an outside consultant is needed. Compliance and reporting are also the responsibility of the department director who delegates to the project manager. It was indicated there were no lost grants

due to reporting or compliance. The lead grant-writing department works with SBCTA Legislative & Public Affairs to solicit support from elected or appointed officials. A procurement analyst from Finance is assigned almost immediately to assist the departments with the procurement process and project implementation and tracking. This team approach provides a more centralized means to ensure all necessary procurement and project provisions are met. SBCTA formalized procurement policies, which include electronic storage of documents and ensuring contractual payment. SBCTA maintains a risk management function to identify areas of exposure to loss or injury which result from SBCTA activities, maintain proper insurance coverage, and assist with the development, management, and implementation of SBCTA risk management policies and procedures.

Section V

Findings

The following material summarizes the findings obtained from the triennial audit covering fiscal years 2018 through 2020. A set of audit recommendations is then provided.

1. SBCTA has satisfactorily complied with state legislative mandates for RTPAs. One measure in partial compliance was the consistent submission of productivity improvement progress reports to SBCTA by the operators as part of the TDA claim process. Another measure not applicable pertained to the adoption of rules and regulations to evaluate TDA Article 4.5 claims for CTSA's. SBCTA's current policy is to not allocate TDA funds to CTSA's, given that they are funded through other sources such as Measure I.
2. SBCTA met compliance by identifying the transit needs of the jurisdictions through a series of analyses conducted as part of the unmet transit needs process. The analysis is combined with other annual unmet needs documentation submitted to Caltrans.
3. Two of three recommendations from the prior performance audit have been fully implemented. They pertain to assigning roles for determining State Transit Assistance eligibility and updating correspondence with Caltrans certifying completion of triennial performance audits. The recommendation partially implemented is for operators to submit their full Productivity Improvement Program report in the TDA claim.
4. Following board direction, SBCTA has increased its perspective on multimodal investments and interconnectivity not only for highways, but for transit and nonmotorized transportation. This perspective on infrastructure investment also has percolated to discussion on location and beneficiaries of these investments. The organizational flow is designed to help deliver projects in a timely manner and implement the Measure I Strategic Plan and its key requirements.
5. SBCTA monitoring of transit operator performance has been enhanced through development of a new quarterly publication. The *San Bernardino County Multimodal Transportation Quarterly Report* was initiated in FY 2019-20 to inform San Bernardino County policy-makers, members of the general public, and interested stakeholders on current initiatives and key performance indicators.
6. TDA administrative responsibilities are shared among several departments, including Fund Administration, Finance, and Transit. In short, during the audit period, responsibilities and reporting were shifted and made more distinct, with the Transit Manager primarily responsible for overall communication and interfacing with the operators with regard to the TDA claim process. The Transit Manager is directly responsible for monitoring bus activity and planning, and communicating with the operators. Fund Administration is responsible for the administrative functions, such as the annual apportionment estimates, budget, preparing the allocations and disbursements based on approved claims and invoices, tracking balances, maintaining the TDA workbooks, and reviewing financial audits.

7. The Redlands Passenger Rail Project is scheduled to be operational in 2022. SBCTA is managing the construction of the rail project and owns the equipment and rail line, which will begin operating with three diesel multiple-unit vehicles. SBCTA was awarded \$30 million in state grant funding to pilot a zero emission multiple-unit vehicle and will be the first in the country to traverse this vehicle on its rail lines.
8. SBCTA and Omnitrans entered into a cooperative agreement whereby SBCTA would construct, and Omnitrans would operate, the West Valley Connector Project, a two-phase, 35-mile-long bus rapid transit project that proposes limited stops while adding speed and quality improvements to the public transit system along the corridor.
9. Notable to SBCTA's TDA management is development of a dedicated website and portal for Article 3 bicycle and pedestrian funding and project submission. The website provides program overview and instructions, and links to folders for jurisdictions to obtain application information and submit their applications and project data. Separate application sections are provided for bike/pedestrian projects, and for transit bus stop accessibility projects.
10. Additional studies conducted during this audit period with relevance to transit and multimodalism are those relating to the planning and rollout of zero emission vehicles. They include the Zero-Emission Vehicle Readiness and Implementation Plan, completed in August 2019, and a series of zero-emission bus (ZEB) studies completed in April 2020. These bus studies include the San Bernardino Countywide Zero-Emission Bus Study Master Plan, SBCTA Final Countywide ZEB Rollout Plan, and the Omnitrans Zero-Emission Bus Rollout Plan.
11. During the audit period, a Consolidation Study was undertaken to look at possible efficiencies and cost savings that could result from a consolidation of SBCTA and Omnitrans. The Consolidation Study revealed minimal financial savings and major organizational and legal risks, and therefore in September 2020 the decision was made to not consolidate the two agencies.
12. Creating awareness through effective outreach strategies is a priority for SBCTA programs, services, and transit options. Awareness is one of the initiatives in the SBCTA Initiatives and Action Plan and budget. The COVID-19 pandemic has challenged the agency to virtualize outreach efforts using virtual video communication platforms, which have resulted in larger turnouts for such outreach events. Examples include SBCTA hosting its monthly I-10 Express Lanes Project webinar, and a virtual open house to share information on the Lytle Creek Recreation Management Plan and Traffic Management Plan, which drew more than 80 participants.
13. SBCTA has largely been successful with obtaining competitive grants, due to the quality of its grant proposals combined with awareness efforts the agency undertakes with policy-makers and stakeholders on the state and federal levels. SBCTA demonstrates its cost-effective and efficient methods to deliver projects, which make the grant proposals attractive to grantee agencies. During the audit period, SBCTA was successful in securing \$162 million in competitive grants for transit projects, and \$142 million for road improvement projects.

Recommendations

1. Communicate with the operators regarding the required submission of their full Productivity Improvement Program report in the TDA claim. (High Priority)

This is carried forward from the prior performance audit as being partially implemented. As outlined in SBCTA's TDA manual and in the Transit System Claim Checklist, one of the mandatory items on the checklist is for the transit operator to include a productivity improvement progress report with its claim submittal. The report must include (1) proof of specific efforts initiated by the operator to improve productivity, (2) status on implementing prior audit recommendations, and (3) proof of TransTrack usage.

During this period, the productivity reports submitted by the operators with their claim varied, from some items being presented to none at all. TransTrack performance data printouts were provided by some, as well as reporting on prior performance audit recommendations. However, there was not consistent reporting on the three required elements. While the SBCTA quarterly multimodal report contains updated operator status information and performance indicators, SBCTA should continue its communication with the operators to ensure proper backup for the productivity improvement program is submitted with their TDA claims. SBCTA's review of the claims should include operator compliance with the checklist items.

2. Update the SBCTA TDA Claims Manual. (High Priority)

The last update to the in-house TDA manual was completed in May 2016. Since that time, a number of administrative, compliance, and statutory changes have been made. For example, a new farebox standard was adopted by SBCTA for Victor Valley Transit Authority upon the agency's expansion of service to Barstow and subsequent change in its TDA claim. Also, internal administrative changes were made to divide department responsibilities for reviewing and processing TDA claims among the Transit, Fund Administration, Finance, and Planning Departments. As an example, the manual should reflect consistency in improvements to the Article 3 bicycle/pedestrian claim process.

Further, several pieces of new state legislation have been passed into law directly impacting the administration of the TDA. These include content contained in Senate Bill (SB) 508 (performance measurement), Assembly Bill (AB) 1113 (clarification of TDA claimants and changes in regulatory filings), SB 1 (STA augmentation and State of Good Repair programs), and AB 90 (coronavirus pandemic transit performance measures relief). As the manual should provide updated guidance on local administrative practice of TDA, the new provisions from these statutory measures should be added.

3. Update the SBCTA TDA Claims Checklist (High Priority)

Subsequent to the update of the TDA manual, SBCTA should review and update the TDA claim checklist to reflect the changes. For example, AB 1113 changed the filing timeline for the transit operator financial transactions report to the State Controller from 90 days to seven months and using audited data. While SBCTA and the transit operators are compliant with this

particular change, the standard assurances in the claim continues to show the 90-day report. The TDA manual also does not show this updated change in submittal date. Also, the timeliness of the calculation of the STA eligibility criteria should accompany the claim timelines to enable the operators to determine and budget whether any of these funds will be claimed for operations rather than capital.

Minute Action

AGENDA ITEM: 21

Date: *October 6, 2021*

Subject:

State Legislative Update

Recommendation:

Receive the September 2021 State Legislative Update.

Background:

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with representatives from state advocates California Advisors, LLC reported to the Legislative Policy Committee on September 8th regarding the on-going negotiations on the Fiscal Year 2021-22 budget trailer bills and the outlook on various pieces of legislation being signed into law.

With the Legislature back from their summer recess, both the Assembly and the Senate Appropriations Committees held their “Suspense” hearings on August 26th. In doing so, lawmakers decided the fate of several hundred measures. Each committee has a financial threshold for the bills that were referred to their respective Suspense Files and these amounts differ slightly between the two houses. At the hearings, the Chair of each committee announced which bills will ultimately move to the floor of each house or be held over as two-year bills. The San Bernardino County Transportation Authority’s (SBCTA’s) sponsored bill, Assembly Bill 1260 (Chen), was heard in Senate Appropriations Committee and was held in committee by the Chair and will not be moving forward. SBCTA staff will be debriefing with Assemblyman Chen and Senate Appropriations staff in the coming weeks to determine if the bill has a path forward in the future.

As Appropriations Committees concluded their Suspense hearings, the Legislature will have two weeks to finish voting on bills before the session concludes on September 10th. Several significant issues related to housing, vaccines, and school reopening remain outstanding. The Legislature could weigh in on these issues before they close out the year. Additionally, there continues to be ongoing negotiations on the remaining budget items, including the cap-and-trade spending plan and the final transportation package that have yet to be finalized. The Assembly Budget Committee has scheduled hearings for the last week of session. This likely means the conversation around the budget will continue all the way through the final nights of the session.

Notably, California remains on strong financial ground as we move into the second half of the year. The Department of Finance (DOF) published its August 2021 Finance Bulletin, which provides an economic update and cash report. The bulletin noted preliminary General Fund cash receipts for July, the first month of the 2021-22 fiscal year, were \$1.542 billion above the 2021-22 Budget Act forecast of \$8.383 billion. Also, the DOF noted that preliminary General Fund agency receipts for the entire 2020-21 fiscal year were \$4.783 billion above the 2021-22 Budget Act forecast of \$201.775 billion, or 2.4 percent above forecast.

Attachment A contains a list of legislative bills that the SBCTA/San Bernardino Associated Governments (SBCOG) have taken a position on.

Attachment B reflects bills of interest to SBCTA and SBCOG.

Financial Impact:

This item has no financial impact on the Fiscal Year 2021/2022 Budget.

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

Board of Directors Agenda Item

October 6, 2021

Page 2

Reviewed By:

This item was received by the Legislative Policy Committee on September 8, 2021.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - September 2021

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 1260 (Chen)	Exempt from the requirements of the California Environmental Quality Act (CEQA) projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission trains.	Held in Senate Appropriations Committee, will not move forward this year. (8/26/21)	Support / Sponsor	3/10/2021
SB 9 (Atkins)	Would require a local government to ministerially approve a housing development containing two residential units in single-family residential zones. Would also require local governments to ministerially approve urban lot splits.	Passed Assembly Floor, ordered to Senate for concurrence. (8/26/21)	Oppose	3/10/2021
AB 1296 (Kamlager)	Would increase the number of members of the board of the South Coast Air Quality Management District to 15 members by adding 2 environmental justice appointees, one appointed by the Senate Committee on Rules and one appointed by the Speaker of the Assembly.	Failed committee deadline, 2 year bill (5/07/21)	Oppose	3/10/2021
SB 266 (Newman)	Provide assistance acquiring and accepting land immediately adjacent to, and that expands, Chino Hills State Park, by transferring three properties into the state park system.	Passed Assembly Appropriations Committee ordered to Assembly Floor. (8/26/21)	Support	4/14/2021
SB 623 (Newman)	Update SB 1268 to be consistent with the Legislature's intent to protect toll road users' information from being used inappropriately while also ensuring toll agencies can operate their business without litigation.	Failed committee deadline, 2 year bill (4/30/21)	Support	4/14/2021

Attachment: Bill position matrix 9-21 (7986 : State Legislative Update)

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - September 2021

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 703 (Rubio)	Remove the requirements of the Ralph M. Brown 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.	Failed committee deadline, 2 year bill (5/07/21)	Support	4/14/2021
AB 744 (Rodriguez)	Allow the California Department of Transportation to relinquish approximately eight miles of State Route 83 to the City of Ontario.	Senate Third Reading. (8/26/21)	Support	4/14/2021
SB 278 (Leyva)	Establish new procedures and requirements for employees covered by the California Public Employee Retirement System (CalPERS) in cases where their pensionable benefits are erroneously calculated and reported to CalPERS by their employer.	Assembly Third Reading. (8/30/21)	Work With Author	4/14/2021
SB 840 (Holden)	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.	Failed committee deadline, 2 year bill. (4/30/21)	Oppose	4/14/2021

Attachment: Bill position matrix 9-21 (7986 : State Legislative Update)

AB 43

(Friedman D) Traffic safety.

Current Text: Amended: 8/23/2021 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 8/24/2021-Read second time. Ordered to third reading.

Summary: Current law establishes various default speed limits for vehicles upon highways, as specified. Current law authorizes state and local authorities to adjust these default speed limits, as specified, based upon certain findings determined by an engineering and traffic survey. Existing law defines an engineering and traffic survey and prescribes specified factors that must be included in the survey, including prevailing speeds and road conditions. Current law authorizes local authorities to consider additional factors, including pedestrian and bicyclist safety. This bill would authorize local authorities to consider the safety of vulnerable pedestrian groups, as specified.

AB 339

(Lee D) Local government: open and public meetings.

Current Text: Amended: 8/25/2021 [html](#) [pdf](#)

Introduced: 1/28/2021

Status: 8/26/2021-Read second time. Ordered to third reading.

Summary: The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. Under existing law, a member of the legislative body who attends a meeting where action is taken in violation of this provision, with the intent to deprive the public of information that the member knows the public is entitled to, is guilty of a crime. This bill would require local agencies to conduct meetings subject to the act consistent with applicable state and federal civil rights laws, as specified.

AB 361

(Rivas, Robert D) Open meetings: local agencies: teleconferences.

Current Text: Amended: 7/6/2021 [html](#) [pdf](#)

Introduced: 2/1/2021

Status: 7/15/2021-Read second time. Ordered to third reading.

Summary: Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. This bill, until January 1, 2024, 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 during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risk to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

AB 464

(Mullin D) Enhanced Infrastructure Financing Districts: allowable facilities and projects.

Current Text: Chaptered: 6/29/2021 [html](#) [pdf](#)

Introduced: 2/8/2021

Status: 6/28/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 25, Statutes of 2021.

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. This bill would include, in the list of facilities and projects the district may fund, the acquisition, construction, or repair of commercial structures by the small business, as defined, occupant of such structures, if certain conditions are met, and facilities in which nonprofit community organizations provide health, youth, homeless, and social services.

AB 473

(Chau D) California Public Records Act.

Current Text: Amended: 8/16/2021 [html](#) [pdf](#)

Introduced: 2/8/2021

Status: 8/17/2021-Read second time. Ordered to third reading.

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:** Amended: 8/16/2021 [html](#) [pdf](#)**Introduced:** 2/8/2021**Status:** 8/17/2021-Read second time. Ordered to third reading.

Summary: Would enact various conforming and technical changes related to another bill, AB 473, which recodifies and reorganizes the California Public Records Act. This bill would only become operative if AB 473 is enacted and reorganizes and makes other nonsubstantive changes to the California Public Records Act that become 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:** Amended: 3/17/2021 [html](#) [pdf](#)**Introduced:** 2/8/2021**Status:** 7/12/2021-Withdrawn from Engrossing and Enrolling. Held at Desk.

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 to be approved by the housing authority's legislative body, as provided. Current law requires the housing authority to provide a report to the Legislature, as specified, on and before January 1, 2020, and on or before January 1, 2022. 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 571](#)**(Mayes I) Planning and zoning: density bonuses: affordable housing.****Current Text:** Amended: 5/3/2021 [html](#) [pdf](#)**Introduced:** 2/11/2021**Status:** 8/16/2021-Read second time. Ordered to third reading.

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 and in-lieu fees, from being imposed on a housing development's affordable 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:** 8/26/2021-From committee: Do pass. (Ayes 7. Noes 0.) (August 26). Read second time. Ordered to third reading.

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 634](#)**(Carrillo D) Density Bonus Law.****Current Text:** Amended: 4/20/2021 [html](#) [pdf](#)**Introduced:** 2/12/2021**Status:** 6/21/2021-Read second time. Ordered to third reading.

Summary: The Density Bonus Law, requires a city or county to provide a developer that proposes a housing development within the city or county with a density bonus and other incentives or concessions, as specified, if the developer agrees to construct specified percentages of units for lower income, very low income, or senior citizen housing, among other things, and meets other requirements. Current law prescribes an application process for a city or county to follow in this regard. Current law specifies that, if permitted by local ordinance, that law is not to be construed to prohibit a city, county, or city and county from granting a density bonus greater than what is described in these provisions for a development that meets specified requirements or from granting a proportionately lower density bonus than what is required for developments that do not meet these requirements. This bill would also provide that, if permitted by local ordinance, the Density Bonus Law is not to be construed to prohibit a city, county, or city and county from requiring an affordability period that is

longer than 55 years for any units that qualified the applicant for the award for the density bonus developed in compliance with a local ordinance that requires, as a condition of development of residential units, that a development include a certain percentage of units that are affordable to, and occupied by low-income, lower income, very low income, or extremely low income households and that will be financed without low-income housing tax credits.

AB 712 (Calderon D) Local Agency Public Construction Act: change orders: County of Los Angeles.

Current Text: Chaptered: 7/16/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 7/16/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 95, Statutes of 2021.

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 authorize the County of Los Angeles to add a new change order cap of \$400,000 for contracts whose original cost exceeds \$25,000,000 and of \$750,000 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 713 (Garcia, Cristina D) State Air Resources Board: greenhouse gas emissions scoping plan: comprehensive health analysis.

Current Text: Amended: 5/24/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 8/26/2021-In committee: Held under submission.

Summary: The State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. The state board is required to approve a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by 2030. The act requires the state board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse. This bill would require the state board to conduct a comprehensive health analysis in conjunction with the development of each update of the scoping plan that includes a framework to provide an overview of the breadth of health impacts and health benefits that may accrue from the outcomes in the scoping plan, as specified.

AB 721 (Bloom D) Covenants and restrictions: affordable housing.

Current Text: Amended: 8/16/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 8/26/2021-From committee: Do pass. (Ayes 5. Noes 2.) (August 26). Read second time. Ordered to third reading.

Summary: Would make any recorded covenants, conditions, restrictions, or 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, size, or location of the residences that may be built on the property, or that restricts the number of persons or families who may reside on the property, unenforceable against the owner of an affordable housing development, as defined, if an approved restrictive covenant affordable housing modification document has been recorded in the public record, as provided, unless a specified exception applies.

AB 744 (Rodriguez D) State highways: State Route 83: reduction.

Current Text: Amended: 4/5/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 8/26/2021-From committee: Do pass. (Ayes 7. Noes 0.) (August 26). Read second time. Ordered to third reading.

Summary: Would authorize the California Transportation Commission to relinquish to the City of Ontario all or a portion of State Route 83 within the city's jurisdiction and prescribe conditions that apply upon relinquishment.

AB 773 (Nazarian D) Street closures and designations.

Current Text: Amended: 7/5/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 8/26/2021-In Assembly. Concurrence in Senate amendments pending. May be considered on or after August 28 pursuant to Assembly Rule 77.

Summary: Would authorize a local authority to adopt a rule or regulation by ordinance to implement a slow street program, which may include closures to vehicular traffic or through vehicular traffic of neighborhood local streets with connections to citywide bicycle networks, destinations that are within

walking distance, or green space. The bill would require the local authority to meet specified criteria to implement a slow street, including a determination that closure or traffic restriction is necessary for the safety and protection of persons using the closed or restricted portion of the street, conducting an outreach and engagement process, and clearly designating the closure or traffic restriction with specific signage.

AB 811 (Rivas, Luz D) Los Angeles County Metropolitan Transportation Authority: contracting.

Current Text: Amended: 4/6/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 6/30/2021-Read second time. Ordered to third reading.

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 and would instead apply this requirement to contracts that include operation and maintenance elements.

AB 819 (Levine D) California Environmental Quality Act: notices and documents: electronic filing and posting.

Current Text: Chaptered: 7/16/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 7/16/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 97, Statutes of 2021.

Summary: CEQA requires, if an environmental impact report is required, the lead agency to mail a notice of determination to each responsible agency, the Office of Planning and Research, and public agencies with jurisdiction over natural resources affected by the project. CEQA requires the lead agency to provide notice to the public and to organizations and individuals who have requested notices that the lead agency is preparing an environmental impact report, negative declaration, or specified determination. CEQA requires notices for an environmental impact report to be posted in the office of the county clerk of each county in which the project is located. This bill would instead require the lead agency to mail or email those notices, and to post them on the lead agency's internet website. The bill would also require notices of an environmental impact report to be posted on the internet website of the county clerk of each county in which the project is located.

AB 897 (Mullin D) Office of Planning and Research: regional climate networks: regional climate adaptation and resilience action plans.

Current Text: Amended: 7/14/2021 [html](#) [pdf](#)

Introduced: 2/17/2021

Status: 8/26/2021-In committee: Held under submission.

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, through the program, to encourage the inclusion of eligible entities with land use planning and hazard mitigation planning authority into regional climate networks. The bill would authorize a regional climate network to engage in activities to address climate change, as specified.

AB 950 (Ward D) Department of Transportation: sales of excess real property: affordable housing, emergency shelters, and feeding programs.

Current Text: Amended: 7/13/2021 [html](#) [pdf](#)

Introduced: 2/17/2021

Status: 8/16/2021-In committee: Set, first hearing. Hearing canceled at the request of author.

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, emergency shelters, or feeding programs, as specified. The bill would exempt these sales from the California Environmental Quality Act, except the department would be required to file a notice of exemption with the Office of Planning and Research and the county clerk of the county in which the real property is located.

AB 955 (Quirk D) Highways: encroachment permits: broadband facilities.

Current Text: Amended: 8/26/2021 [html](#) [pdf](#)

Introduced: 2/17/2021

Status: 8/26/2021-From committee: Amend, and do pass as amended. (Ayes 7. Noes 0.) (August 26). Read second time and amended. Ordered returned to second reading.

Summary: This bill would establish additional procedures for the Department of Transportation's review of an application for an encroachment permit for a broadband facility. Under the bill, these procedures would require the department, among other things, to notify an applicant in writing whether the application is complete within 30 days of receiving an application, to take certain actions if it deems an application incomplete, and to approve or deny an application that requires supplemental information within 30 days after receiving that information. If the department fails to notify the applicant that the application is incomplete or denied, as applicable, within those 30-day time periods, the bill would deem the department's failure to notify to constitute approval of the permit.

AB 1035 (Salas D) Department of Transportation and local agencies: streets and highways: recycled materials.

Current Text: Amended: 6/28/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 8/26/2021-From committee: Do pass. (Ayes 7. Noes 0.) (August 26). Read second time. Ordered to third reading.

Summary: Would require the Department of Transportation and a local agency that has jurisdiction over a street or highway, to the extent feasible and cost effective, to use advanced technologies and material recycling techniques that reduce the cost of maintaining and rehabilitating streets and highways and that exhibit reduced levels of greenhouse gas emissions through material choice and construction method. The bill would require, beginning January 1, 2023, a local agency that has jurisdiction over a street or highway, to the extent feasible and cost effective, to apply standard specifications that allow for the use of recycled materials in streets and highways, as specified. By increasing the duties of local agencies, this bill would impose a state-mandated local program.

AB 1037 (Grayson D) Infrastructure construction: digital construction management technologies.

Current Text: Amended: 5/3/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 8/23/2021-Ordered to inactive file at the request of Senator Hertzberg.

Summary: Would require the Department of General Services to develop guidance, policies, and procedures for the integration and development of digital construction technologies for use on a civil infrastructure project, as defined, that is developed by specified state entities and has a state project cost of greater than \$50,000,000. The bill would require the guidance, policies, and procedures to be published in the State Administrative Manual and the State Contracting Manual, as appropriate, by January 1, 2023. The bill would require the guidance, policies, and procedures to include, among other things, the method for a state department to implement a requirement that a bid or proposal for a civil infrastructure project contract include a digital construction management plan, as specified.

AB 1049 (Davies R) Public Transportation Account: loan repayment.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 3/4/2021-Referred to Com. on TRANS.

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 operators during the COVID-19 pandemic.

AB 1147 (Friedman D) Regional transportation plan: Active Transportation Program.

Current Text: Amended: 8/16/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 8/26/2021-From committee: Do pass. (Ayes 5. Noes 2.) (August 26). Read second time. Ordered to third reading.

Summary: Current law requires the Strategic Growth Council, by January 31, 2022, to complete an overview of the California Transportation Plan and all sustainable communities strategies and alternative planning strategies, an assessment of how implementation of the California Transportation

Plan, sustainable communities strategies, and alternative planning strategies will influence the configuration of the statewide integrated multimodal transportation system, and a review of the potential impacts and opportunities for coordination of specified funding programs. This bill would require the council to convene key state agencies, metropolitan planning agencies, regional transportation agencies, and local governments to assist the council in completing the report.

AB 1157 (Lee D) Controller: transportation funds: distribution and reporting requirements.

Current Text: Amended: 3/15/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 8/16/2021-Read second time. Ordered to Consent Calendar.

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: Chaptered: 7/9/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 7/9/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 62, Statutes of 2021.

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 federally recognized California Indian tribe.

AB 1183 (Ramos D) California Desert Conservation Program.

Current Text: Amended: 7/12/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 8/26/2021-From committee: Do pass. (Ayes 5. Noes 1.) (August 26). Read second time. Ordered to third reading.

Summary: Would establish the California Desert Conservation Program under the administration of the Conservation Board to: (1) protect, preserve, and restore the natural, cultural, and physical resources of the portions of the Mojave and Colorado Deserts region in California through the acquisition, restoration, and management of lands, (2) promote the protection and restoration of the biological diversity of the region, as specified, (3) provide for resilience in the region to climate change, as provided, (4) protect and improve air quality and water resources within the region, and (5) undertake efforts to enhance public use and enjoyment of lands owned by the public, as provided.

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: 7/14/2021-Failed Deadline pursuant to Rule 61(a)(11). (Last location was GOV. & F. on 6/9/2021)(May be acted upon Jan 2022)

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 1238 (Ting D) Pedestrian access.

Current Text: Amended: 7/6/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 8/26/2021-From committee: Do pass. (Ayes 5. Noes 2.) (August 26). Read second time. Ordered to third reading.

Summary: Current law prohibits a pedestrian from entering the roadway if the pedestrian is facing a steady circular yellow or yellow arrow warning signal unless otherwise directed by a pedestrian control signal, as specified. This bill would eliminate that prohibition until January 1, 2029.

AB 1260 (Chen R) California Environmental Quality Act: exemptions: transportation-related projects.

Current Text: Amended: 7/6/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 8/26/2021-In committee: Held under submission.

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, provided certain requirements are met, including giving prior notice to the public and holding a noticed public meeting, as provided.

AB 1291 (Frazier D) State bodies: open meetings.

Current Text: Chaptered: 7/9/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 7/9/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 63, Statutes of 2021.

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: Amended: 8/17/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 8/26/2021-From committee: Do pass. (Ayes 7. Noes 0.) (August 26). Read second time. Ordered to third reading.

Summary: The Bergeson-Peace Infrastructure and Economic Development Bank Act defines "public development facilities" for these 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 authorize economic development facilities and public development facilities to include housing if the housing meets certain financing requirements and limits, as specified.

AB 1337 (Lee D) Transportation: San Francisco Bay Area Rapid Transit District: policing responsibilities.

Current Text: Amended: 8/26/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 8/26/2021-From committee: Amend, and do pass as amended. (Ayes 7. Noes 0.) (August 26). Read second time and amended. Ordered returned to second reading.

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 BART 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: Amended: 8/26/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 8/26/2021-From committee: Amend, and do pass as amended. (Ayes 5. Noes 2.) (August 26). Read second time and amended. Ordered returned to second reading.

Summary: Current law requires the Natural Resources Agency to release a draft of the state's climate adaptation strategy, known as the Safeguarding California Plan, by January 1, 2017, and every 3 years thereafter, to update the plan by July 1, 2017, and every 3 years thereafter, and to coordinate with other state agencies to identify vulnerabilities to climate change by sectors and priority actions needed to reduce the risks in those sectors. Existing law requires, to address the vulnerabilities identified in the plan, state agencies to maximize specified objectives. This bill would instead require the agency to release the draft plan by January 1, 2024, and every 3 years thereafter, and to update the plan by July 1, 2024, and every 3 years thereafter.

(Daly D) Transportation: design-build: highways.**Current Text:** Amended: 5/24/2021 [html](#) [pdf](#)**Introduced:** 2/19/2021**Status:** 8/23/2021-Ordered to special consent calendar.

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 extend the operation of these provisions until January 1, 2034. The bill would require the department to submit a report to specified committees of the Legislature on or before January 1, 2033, on its experience with design-build procurement.

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:** 4/22/2021-Referred to Coms. on L. GOV. and APPR.

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:** 4/22/2021-Referred to Com. on TRANS.

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) Affordable Housing Bond Act of 2022.****Current Text:** Amended: 3/10/2021 [html](#) [pdf](#)**Introduced:** 12/7/2020**Status:** 3/18/2021-Re-referred to Coms. on HOUSING and GOV. & F.

Summary: Would enact the Affordable Housing Bond Act of 2022, which, if adopted, would authorize the issuance of bonds in the amount of \$6,500,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be used to fund affordable rental housing and homeownership programs. The bill would state the intent of the Legislature to determine the allocation of those funds to specific programs. This bill would provide for submission of the bond act to the voters at the November 8, 2022, statewide general election in accordance with specified law.

SB 7**(Atkins D) Environmental quality: Jobs and Economic Improvement Through Environmental Leadership Act of 2021.****Current Text:** Chaptered: 5/20/2021 [html](#) [pdf](#)**Introduced:** 12/7/2020**Status:** 5/20/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 19, Statutes of 2021.

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 9**(Atkins D) Housing development: approvals.****Current Text:** Amended: 8/16/2021 [html](#) [pdf](#)**Introduced:** 12/7/2020**Status:** 8/26/2021-Read third time. Passed. (Ayes 44. Noes 16.) Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending.**Summary:** The Planning and Zoning Law provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions. This bill, among other things, would require a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, but not limited to, that the proposed housing development would not require demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural walls, except as provided, and that the development is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.**SB 44****(Allen D) California Environmental Quality Act: streamlined judicial review: environmental leadership transit projects.****Current Text:** Amended: 7/14/2021 [html](#) [pdf](#)**Introduced:** 12/7/2020**Status:** 8/26/2021-From committee: Do pass as amended. (Ayes 12. Noes 0.) (August 26).**Summary:** Would, until January 1, 2025, establish specified procedures for the administrative and judicial review of the environmental review and approvals granted for an environmental leadership transit project, as defined, proposed by a public or private entity or its affiliates that is located wholly within the County of Los Angeles or connects to an existing project wholly located in that county and that is approved by the lead agency on or before January 1, 2024. The bill would require the project applicant of the environmental leadership transit project to take certain actions in order for those specified procedures to apply to the project. The bill would require the Judicial Council, on or before January 1, 2023, 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 and to the extent prioritizing those actions or proceedings will not exacerbate any civil case backlogs, within 365 calendar 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.**SB 66****(Allen D) California Council on the Future of Transportation: advisory committee: autonomous vehicle technology.****Current Text:** Amended: 4/28/2021 [html](#) [pdf](#)**Introduced:** 12/7/2020**Status:** 8/26/2021-August 26 hearing: Held in committee and under submission.**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 and transit 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 23 additional members, selected by the chair or designated, as specified.**SB 95****(Skinner D) Employment: COVID-19: supplemental paid sick leave.****Current Text:** Chaptered: 3/19/2021 [html](#) [pdf](#)**Introduced:** 12/16/2020**Status:** 3/19/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 13, Statutes of 2021.**Summary:** Would provide for COVID-19 supplemental paid sick leave for covered employees, as defined, who are unable to work or telework due to certain reasons related to COVID-19, including that the employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19. The bill would entitle a covered employee to 80 hours of COVID-19 supplemental paid sick leave if that employee either works full time or was scheduled to work, on average, at least 40 hours per week for the employer in the 2 weeks preceding the date the covered employee took COVID-19 supplemental paid sick leave. The bill would provide a different calculation for supplemental paid sick leave for a covered employee who is a firefighter subject to certain work schedule requirements and for a covered employee working fewer or variable hours, as specified.**SB 266****(Newman D) State park system: Chino Hills State Park: expansion.**

Current Text: Amended: 4/22/2021 [html](#) [pdf](#)

Introduced: 1/28/2021

Status: 8/26/2021-From committee: Do pass. (Ayes 16. Noes 0.) (August 26).

Summary: Would require the Department of Parks and Recreation to provide assistance acquiring and accepting land immediately adjacent to, and that expands, Chino Hills State Park, by transferring 3 specified properties into the state park system. The bill would require the department to manage the acquired properties and parcels with specified funds as part of the Chino Hills State Park, as provided.

SB 274 (Wieckowski D) Local government meetings: agenda and documents.

Current Text: Enrollment: 8/23/2021 [html](#) [pdf](#)

Introduced: 1/29/2021

Status: 8/23/2021-Read third time. Passed. (Ayes 60. Noes 0.) Ordered to the Senate. In Senate. Ordered to engrossing and enrolling.

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 email 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 278 (Leyva D) Public Employees' Retirement System: disallowed compensation: benefit adjustments

Current Text: Amended: 3/23/2021 [html](#) [pdf](#)

Introduced: 1/29/2021

Status: 8/26/2021-Coauthors revised. From committee: Do pass. (Ayes 15. Noes 0.) (August 26).

Summary: The California Public Employees' Pension Reform Act of 2013 (PEPRA) generally requires a public retirement system, as defined, to modify its plan or plans to comply with the act. PEPRA, among other things, establishes new defined benefit formulas and caps on pensionable compensation. This bill would establish new procedures under PERL for cases in which PERS determines that the benefits of a member or annuitant are, or would be, based on disallowed compensation that conflicts with PEPRA and other specified laws and thus impermissible under PERL. The bill would also apply these procedures retroactively to determinations made on or after January 1, 2017, if an appeal has been filed and the employee member, survivor, or beneficiary has not exhausted their administrative or legal remedies. At the threshold, after determining that compensation for an employee member reported by the state, school employer, or a contracting agency is disallowed, the bill would require the applicable employer to discontinue the reporting of the disallowed compensation.

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: Amended: 8/16/2021 [html](#) [pdf](#)

Introduced: 2/1/2021

Status: 8/23/2021-Read third time. Passed. (Ayes 58. Noes 0.) Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending.

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: Amended: 6/14/2021 [html](#) [pdf](#)

Introduced: 2/8/2021

Status: 8/26/2021-From committee: Do pass as amended. (Ayes 12. Noes 4.) (August 26).

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. Current law repeals these provisions on January 1, 2023. This

SB 542 (Limón D) Sales and use taxes: exemption: medium- or heavy-duty zero-emission trucks.**Current Text:** Amended: 5/25/2021 [html](#) [pdf](#)**Introduced:** 2/18/2021**Status:** 6/1/2021-Ordered to inactive file on request of Senator Limón.

Summary: Current sales and use tax laws impose taxes on retailers measured by gross receipts from the sale of tangible personal property sold at retail in this state, or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state, measured by sales price. The Sales and Use Tax Law provides various exemptions from those taxes. This bill would provide an exemption from those taxes with respect to the sale in this state of, and the storage, use, or other consumption in this state of, a qualified motor vehicle. The bill would define "qualified motor vehicle" as a specified zero-emission truck. The bill would disallow the exemption for sales or uses made on or after January 1, 2025, if the purchaser also received other specified benefits.

SB 606 (Gonzalez D) Workplace safety: violations of statutes: enterprise-wide violations: employer retaliation.**Current Text:** Amended: 6/14/2021 [html](#) [pdf](#)**Introduced:** 2/18/2021**Status:** 8/26/2021-From committee: Do pass as amended. (Ayes 11. Noes 4.) (August 26).

Summary: Current law requires the Division of Occupational Safety and Health to issue a citation for a violation of provisions relating to the spraying of asbestos, or any standard, rule, order, or regulation established pursuant to specified provisions of the California Occupational Safety and Health Act of 1973 if, upon inspection or investigation, the division believes that an employer has committed a violation. Existing law imposes penalties of certain maximum amounts depending on whether the violation is serious, uncorrected, or willful or repeated. Current law authorizes the division to seek an injunction restraining certain uses or operations of employment that constitute a serious menace to the lives or safety of persons, as specified. This bill, instead, would require the division to issue a citation for a violation of provisions relating to the spraying of asbestos, certain employment safety related provisions of the Labor Code, or any standard, rule, order or regulation established pursuant to specified provisions of the California Occupational Safety and Health Act of 1973 or other safety related provisions of the Labor Code if, upon inspection or investigation, the division believes that an employer has committed a violation.

SB 640 (Becker D) Transportation financing: jointly funded projects.**Current Text:** Chaptered: 7/16/2021 [html](#) [pdf](#)**Introduced:** 2/19/2021**Status:** 7/16/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 108, Statutes of 2021.

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 propose projects to be jointly 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:** Amended: 6/29/2021 [html](#) [pdf](#)**Introduced:** 2/19/2021**Status:** 8/26/2021-From committee: Do pass. (Ayes 16. Noes 0.) (August 26).

Summary: Would, until January 1, 2030, 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 statewide assessment to consider all necessary fuel production and distribution infrastructure, as specified, to meet those goals and requirements and to examine existing and future fuel production and distribution infrastructure needs throughout the state, including in low-income communities.

SB 657 (Ochoa Bogh R) Employment: electronic documents.**Current Text:** Chaptered: 7/16/2021 [html](#) [pdf](#)**Introduced:** 2/19/2021

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. This bill would provide that, in any instance in which an employer is required to physically post information, an employer may also distribute that information to employees by email with the document or documents attached. The bill would specify that this does not alter the employer's obligation to physically display the required posting.

SB 671 (Gonzalez D) Transportation: Clean Freight Corridor Efficiency Assessment.

Current Text: Amended: 6/15/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 8/26/2021-From committee: Do pass. (Ayes 16. Noes 0.) (August 26).

Summary: Would establish the Clean Freight Corridor Efficiency Assessment, to be developed by the California Transportation Commission, in coordination with other state agencies. In developing the assessment, the bill would require the commission to identify freight corridors, or segments of corridors, throughout the state that would be priority candidates for the deployment of zero-emission medium- and heavy-duty vehicles. The bill would require the commission to submit a report containing the assessment's findings and recommendations to certain committees of the Legislature by December 1, 2023. The bill would require the assessment's findings and recommendations to be incorporated into the development of the California Transportation Plan. The bill would require the state freight plan to include a description of needed infrastructure, projects, and operations for the deployment of zero-emission medium- and heavy-duty vehicles and the development of freight corridors identified in the assessment.

SB 674 (Durazo D) Public Contracts: workforce development: covered public contracts.

Current Text: Amended: 7/7/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 8/26/2021-From committee: Do pass as amended. (Ayes 12. Noes 4.) (August 26).

Summary: Would require the Labor and Workforce Development Agency to create 2 programs, to be known as the California Jobs Plan Program and the United States Jobs Plan Program. The bill would require the programs to meet specified objectives, including supporting the creation and retention of quality, nontemporary full-time jobs, as specified, and the hiring of displaced workers and individuals facing barriers to employment. The bill would require, as a component of applications for covered public contracts, as defined, the creation of forms for each program that state the minimum numbers of proposed jobs that are projected to be retained and created if the applicant wins the covered public contract. These components of the application would be known as the California Jobs Plan and the United States Jobs Plan, which the bill would define.

SB 728 (Hertzberg D) Density Bonus Law: purchase of density bonus units by nonprofit housing organizations.

Current Text: Amended: 8/26/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 8/26/2021-Read third time and amended. Ordered to third reading.

Summary: Current law, commonly referred to as the Density Bonus Law, requires a city or county to provide a developer that proposes a housing development within the city or county with a density bonus and other incentives or concessions, as specified, if the developer agrees to construct, among other options, specified percentages of units for moderate-income or, lower, or very low income households and meets other requirements. Current law requires the developer and the city or county to ensure that the initial occupant of a for-sale unit that qualified the developer for the award of the density bonus is a person or family of very low, low, or moderate income. This bill instead, would require the developer and the city or county to ensure that (1) a for-sale unit that qualified the developer for the award of the density bonus is initially occupied by a person or family of the required income, offered at an affordable housing cost, as defined, and includes an equity sharing agreement, as specified, or (2) a qualified nonprofit housing organization that is receiving the above-described welfare exemption purchases the unit pursuant to a specified recorded contract that includes an affordability restriction, an equity sharing agreement, as specified, and a repurchase option that requires a subsequent purchaser that desires to sell or convey the property to first offer the nonprofit corporation the opportunity to repurchase the property.

SB 790 (Stern D) Wildlife connectivity mitigation credits.

Current Text: Amended: 7/7/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 8/26/2021-From committee: Do pass as amended. (Ayes 12. Noes 0.) (August 26).

Summary: Current law vests the Department of Fish and Wildlife (DFW) with jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species. Current law vests the Department of Transportation (Caltrans) with full possession and control of the state highway system. This bill would

require DFW, in consultation with Caltrans, to provide compensatory mitigation credits to support modifications and planning of projects on the state highway system that improve local and regional habitat connectivity and result in fish passage, wildlife connectivity, and other environmental improvements.

SB 798 (Wieckowski D) Trade Corridor Enhancement Account.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 3/3/2021-Referred to Com. on RLS.

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.

SCA 2 (Allen D) Public housing projects.

Current Text: Introduced: 12/7/2020 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 8/26/2021-From committee: Be adopted. (Ayes 7. Noes 0.) (August 26). Read second time. Ordered to third reading.

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: 4/7/2021-Referred to Coms. on B. & F.R. and E. & C.A.

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: 60

Total Tracking Forms: 60

Minute Action

AGENDA ITEM: 22

Date: *October 6, 2021*

Subject:

Federal Legislative Update

Recommendation:

Receive the September 2021 Federal Legislative Update.

Background:

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with representatives from federal advocates Potomac Partners DC, LLC reported to the Legislative Policy Committee on September 8th the on-going process to pass a bipartisan infrastructure bill, a federal surface transportation reauthorization bill and the Fiscal Year (FY) 2022 budget.

Congress continues to work on legislation to advance the Biden administration's *Build Back Better* agenda. On August 10th, the bipartisan Infrastructure Investment and Jobs Act passed the Senate by a vote of 69-30. On August 24th, the House passed a non-binding resolution to take up the bill for vote by September 27th.

On August 10th the Senate approved a budget resolution advancing a blueprint for a \$3.5 trillion "social infrastructure" bill which would, among other things, expand health care, provide free preschool and community college, and fund climate change programs. The House also passed the resolution on August 24th. The budget resolution allows for the proposal to advance through the budget reconciliation process, which enables the bill to pass Congress by a simple majority vote, avoiding Senate filibuster rules. This would mark the largest expansion of social programs in over fifty years. The non-partisan Congressional Budget Office has not yet scored the bill, but preliminary analysis estimates the bill could add upwards of \$17 trillion to the nation debt over ten years.

The FY 2022 Appropriations process continues. The House has passed nine of their twelve appropriations bills and the Senate is schedule to do their budget mark-ups in September.

Financial Impact:

This item has no financial impact on the Fiscal Year 2021/2022 Budget.

Reviewed By:

This item was received by the Legislative Policy Committee on September 8, 2021.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

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

Minute Action

AGENDA ITEM: 23

Date: October 6, 2021

Subject:

Hearings to Consider Resolutions of Necessity for Property Interest for the Mount Vernon Viaduct Project in the City of San Bernardino

Recommendation:

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

- A. Conduct a public hearings to consider condemnation of real property required for the Mount Vernon Viaduct Project in the City of San Bernardino.
- B. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-040 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Clear Channel Outdoor, LLC, a Delaware limited liability Company. (Assessor's Parcel Number [APN] 0138-291-01). The resolution must be approved by at least a two-thirds majority; and
- C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 21-042 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Maheshkumar V & Anup Desai dba: El Patio Hotel (APN 0138-181-25 and 0138-181-24). The Resolution must be approved by at least a two-thirds majority.

Background:

On July 11, 2018, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Amendment No. 1 to Cooperative Agreement No. 16-1001477 with the City of San Bernardino (City) for the Right-of-Way (ROW) and Design-Build (DB) phase activities for the Mt. Vernon Viaduct (Project), defining roles, responsibilities, and funding associated with the ROW and DB phases, and specifying SBCTA as the lead agency for Project administration and funding.

On January 9, 2019, the Board authorized staff to proceed with voluntary acquisition of property necessary for the Project from identified property owners, including relocation assistance, demolition of existing structures, property management, disposal of excess property, and environmental testing and remediation. The Board also authorized the Director of Project Delivery, or her designees, to add or remove parcels from the list of properties as the Director determines from time to time are necessary for the Project, provided they are environmentally cleared.

The Project is being implemented through a DB contract, which requires that necessary ROW is available to the DB contractor at prescribed milestones during the DB contract term. Meeting the milestone dates for delivery of ROW packages is crucial in avoiding costly delays. Throughout the environmental and preliminary engineering process, SBCTA and the City have made extensive efforts to simultaneously plan the Project and to minimize the impacts to property owners. These efforts include maintaining access to properties during construction, using retaining walls to minimize ROW needs, and seeking to optimize Project geometrics to

Entity: San Bernardino County Transportation Authority

meet current design standards and minimize ROW impacts. While most of the proposed improvements are anticipated to be constructed within existing ROW, some ROW will still be required from private property to accommodate the Project.

In an effort to keep the Project schedule intact and comply with contractual obligations to the DB contractor, it is necessary to comply with the statutorily-prescribed process for eminent domain and conduct hearings for a Resolution of Necessity for each property while negotiations continue. Therefore, the purpose of this agenda item is to present information regarding the public interest and necessity for the Project and the properties that are needed. Although the adoption of Resolutions of Necessity is recommended for the subject properties in order to maintain the Project schedule and avoid delay costs, SBCTA's acquisition agents will continue to negotiate with the property owners in an effort to acquire the properties through a voluntary purchase and avoid litigation in the eminent domain process.

The owners of the subject properties are:

- Clear Channel Outdoor, LLC, a Delaware limited liability company
- Maheshkumar V & Anup Desai dba: El Patio Hotel

Support for the Resolutions of Necessity

SBCTA is authorized to acquire property by eminent domain pursuant to the California Public Utilities Code Sections 130220.5 and 130809(b)(4). Eminent domain will allow SBCTA to obtain legal rights to the properties needed for the Project if a negotiated sale cannot be reached. A Resolution of Necessity is the first step in the eminent domain process. Since the process takes several months, it is necessary to start this process now to ensure that possession of the properties is obtained in time to meet the scheduled delivery dates to the DB contractor and to avoid costly ROW delays.

In order to adopt the Resolutions of Necessity, SBCTA must make the four findings discussed below for each of the properties. The issue of the amount of just compensation for these properties is not addressed by these Resolutions of Necessity and is not to be considered at the hearings. The four necessary findings are:

1. The public interest and necessity require the Project.

The Project is located in the City of San Bernardino. The Project limits extend along Mt. Vernon Avenue from south of 5th Street to King Street. The Project will replace the existing bridge with a new bridge. The purpose of the Project is to provide a bridge which is structurally safe, meeting current seismic design and roadway standards. Construction of a new bridge will allow emergency vehicles, buses, trucks and other larger vehicles to cross the railyard, reducing emergency response times and providing greater mobility for the area.

The previous bridge, which has been demolished as part of the Project, had a sufficiency rating of 2 out of 100 and had significant restrictions on vehicle capacity. If no improvements were made, further shoring of the structure would have been required and pieces of the bridge would have continued to spall off due to overall deterioration, creating safety concerns.

2. The Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

During the environmental phase, various options to minimize public impacts were considered, including mitigation to maintain railroad operations while optimizing the DB's work windows. If no mitigations were provided, due to limited work windows to construct around railyard activities, the bridge would potentially be out of service for five to six years, according to the Project engineers. Mitigation entails the addition of two shoofly (detour) tracks to the north of the existing yard tracks. This would allow diversion of trains to the shoofly tracks to maintain scheduled railroad operations when impacted by construction activities. In order to construct these shoofly tracks, some of the existing trailer parking and operations buildings needed to be relocated. In order to accommodate these relocated facilities, some ROW is required.

In addition, the profile of the Project will be designed to minimize ROW impacts on the north and south ends of the approaches. This will be accomplished through maximizing the profile so that even though the new bridge will be wider and longer, the bridge will tie into the existing street as closely as possible in the post-construction condition.

SBCTA's acquisition agents have had numerous communications with most of the impacted property owners and design staff about Project impacts in order to design the Project in a manner that causes the least private injury while accomplishing the greatest public good.

3. Each property sought to be acquired is necessary for the Project.

While portions of the Project are being constructed within existing ROW, the Project requires acquisition of the property interests listed below:

- **Clear Channel Outdoor, LLC, a Delaware limited liability company Property:** A permanent roadway easement, a slope easement and a temporary construction easement are needed for construction of the Project improvements.
- **El Patio Hotel Property:** One permanent roadway easement, two slope easements, and two temporary construction easements are needed for construction of the Project improvements.

4. Offers required by Section 7267.2 of the Government Code have been made to the owner or owners of record.

- The offer for the Clear Channel Outdoor, LLC, a Delaware limited liability company property was sent on 10/12/2020
- The offer for the El Patio Hotel property was sent on 10/12/2020

Upon completion of the Project, or as prescribed in agreements, SBCTA will transfer the properties acquired for the Project, or portions thereof, to the City and to BNSF Railway Company, respectively.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget under Task No. 0860 Arterial Projects, Sub-Task No. 0827 Mount Vernon Avenue Viaduct.

San Bernardino County Transportation Authority

Board of Directors Agenda Item

October 6, 2021

Page 4

Reviewed By:

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on September 9, 2021. SBCTA General Counsel has reviewed this item and the draft resolutions.

Responsible Staff:

Dennis Saylor, Project Manager

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

San Bernardino County Transportation Authority

MOUNT VERNON VIADUCT PROJECT

RESOLUTIONS OF NECESSITY FOR PROJECT RIGHT-OF-WAY

**Presenter: Dennis Saylor
SBCTA Project Manager**

**Board of Directors
October 6, 2021**



cta

**San Bernardino County
Transportation Authority**

SBCTA IS REQUESTED TO MAKE THE FOLLOWING FINDINGS:

- 1. The public interest and necessity require the proposed project**
- 2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury**
- 3. The real property to be acquired is necessary for the project**
- 4. The offer of just compensation has been made to the property owner**



SBCTA Request

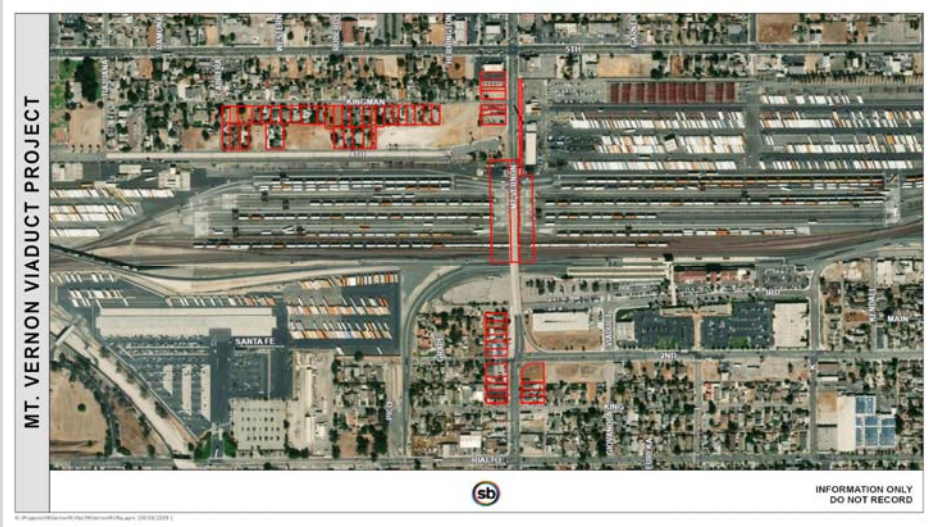
Attachment: Mount Vernon RONs Presentation - Updated 9.28.21 (7987 : Resolution of Necessity Hearings Mt. Vernon Viaduct)

▪Replace bridge over the BNSF Railway yard in the City of San Bernardino which has sufficiency rating of 2 out of 100

▪New bridge to be built to current design standards

▪Will improve safety and north-south circulation.

▪Will restore access for emergency vehicles, buses, and trucks.



Mt. Vernon Viaduct Improvements

OWNER: CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company

PROJECT AREA



Parcel Location



Item	Ownership	Offer Date
B.	Clear Channel Outdoor, LLC, a Delaware limited liability company	Offer 10/12/20
C.	El Patio Hotel	Offer 10/12/20



Offer of Just Compensation

**SBCTA ADOPT A RESOLUTION OF NECESSITY
BASED ON THE FOLLOWING FINDINGS:**

1. The public interest and necessity require the proposed project
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury
3. The real property to be acquired is necessary for the project
4. The offer of just compensation has been made to the property owner



Staff Recommendation

THANK YOU



RESOLUTION OF NECESSITY No. 21-040
CLEAR CHANNEL OUTDOOR , LLC
PROPERTY
(APN 0138-291-01)

Attachment: Clear Channel - Final RON 9.28.21 (7987 : Resolution of Necessity Hearings Mt. Vernon Viaduct)

RESOLUTION NO. 21-040

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF ASSESSOR PARCEL NO. 0138-291-01.

WHEREAS, the San Bernardino County Transportation Authority ("SBCTA") is undertaking the Mount Vernon Avenue Bridge Project (the "Project"); and

WHEREAS, the Project is intended to replace the existing Mount Vernon Avenue Bridge (Bridge Number 54C-066) over the Burlington Northern Santa Fe ("BNSF") rail yard in the City of San Bernardino, San Bernardino County, California. The Project will replace the existing four-lane bridge with a new four-lane bridge from Rialto Avenue to 5th Street; and

WHEREAS, the Project requires the acquisition of property or property interests from public and private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, California Public Utilities Code section 130809(b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

WHEREAS, portions of the real property located at 175 N. Mount Vernon Avenue, in the City of San Bernardino, California (the "Subject Property") are required for the Project. The specific portions of the Subject Property required for the Project are a roadway easement legally described and depicted in Exhibit "1" hereto, a slope easement as legally described and depicted in Exhibit "2" hereto, and a temporary construction easement as legally described and depicted in Exhibit "3" hereto (collectively, the "Property Interests"); and

WHEREAS, to the extent the Property Interests or portions thereof are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property; and

Attachment: Clear Channel - Final RON 9.28.21 (7987 : Resolution of Necessity Hearings Mt. Vernon Viaduct)

WHEREAS, reasonable vehicular and pedestrian access to and from the Subject Property will be maintained at all times; and

WHEREAS, SBCTA communicated an offer of compensation to the owner or owners of record for the acquisition of the Property Interests; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, SBCTA mailed a Notice of Hearing on the Intent of SBCTA to Adopt a Resolution of Necessity for acquisition by eminent domain of the Property Interests. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Subject Property; and

WHEREAS, SBCTA provided written notice to the City of San Bernardino as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, SBCTA scheduled a hearing for October 6, 2021 at 10:00 a.m. at Santa Fe Depot—SBCTA Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure and will be provided notification if an opportunity subsequently arises that would allow them to appear virtually online or by telephone at said hearing; and

WHEREAS, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, SBCTA may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, BE IT RESOLVED, by at least a two-thirds vote of SBCTA's Board of Directors under Code of Civil Procedure sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. There has been compliance by SBCTA with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property Interests are to be acquired are for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. California Public Utilities Code section 130809(b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The proposed Project is necessary to replace the existing Mount Vernon Avenue Bridge (Bridge Number 54C-066) over the BNSF rail yard in the City of San Bernardino, San Bernardino County, California. The Project will replace the existing four-lane bridge with a new four-lane bridge from Rialto Avenue to 5th Street.

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property Interests.

Section 5. Description of the Property Interests. The Property Interests sought to be acquired are more particularly described and depicted in Exhibits "1" through "3" attached hereto and incorporated herein by reference.

Section 6. Findings. SBCTA hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The Property Interests sought to be acquired are necessary for the proposed Project; and

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the Property Interests are already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Property Interests, or any portion thereof, are already devoted, or, in the alternative, are a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interests, or any portion thereof, are already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Property Interests, or portions thereof, are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property.

Section 9. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Property Interests, including the improvements thereon, if any, by eminent domain for the proposed Project.

Section 10. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Property Interests in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Property Interests at the earliest possible time. Counsel is further authorized to reduce the extent of the interests or property to be acquired where a change in design allows the reduction without substantially impairing the construction and operation of the Project for which the Property Interests being acquired.

Section 11. Effective Date. This Resolution of Necessity shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Authority on October 6, 2021 by the following votes:

AYES:

NOES:

ABSENT:

Curt Hagman, Board President
San Bernardino County Transportation Authority

Marleana Roman, Clerk of the Board
San Bernardino County Transportation Authority

EXHIBIT "1"

August 25, 2021
BKF Job No: 20172152

LEGAL DESCRIPTION
EXHIBIT A
ROADWAY EASEMENT

Real property situate in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

Being a portion of the lands granted to Clear Channel Outdoor by that certain Quitclaim Deed filed for record on October 17, 2018 filed as Document No. 2018-0380444, Official Records of San Bernardino County, more particularly described as follows:

Commencing at the intersection of Mt. Vernon Avenue and 2nd Street;

Thence along the centerline of said 2nd Street, North 89°35'01" East, 179.26 feet;

Thence perpendicular to the last described course South 0°24'59" East, 30.00 feet to the northeasterly corner of said lands, said corner also being the **TRUE POINT OF BEGINNING**;

Thence along the northerly line of said lands, South 89°35'01" West, 50.24 feet to the beginning of a curve to the left, having a radius of 87.86 feet;

Thence along said curve, through a central angle of 25°41'12", for an arc length of 39.39 feet;

Thence North 87°57'50" East, 88.35 feet;


Thence North 0°21'59" West, 6.19 feet to the **TRUE POINT OF BEGINNING**.

Containing 549 square feet, more or less.

END OF DESCRIPTION

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers



Davis Thresh, P.L.S. No. 6868

8/25/2021

Dated



Attachment: Clear Channel - Final RON 9.28.21 (7987 : Resolution of Necessity Hearings Mt. Vernon Viaduct)

LINE TABLE		
	DIRECTION	LENGTH
L1	S89°35'01"W	50.24'
L2	N0°21'59"W	6.19'

MT. VERNON AVE.
(PUBLIC RIGHT OF WAY)
82.50' WIDE

N89°35'01"E 179.26'

POC

L=39.39'
Δ=25°41'12"
R=87.86'

S0°24'59"E

30.00'

TPOB

L1

N87°57'50"E

88.35'

RWE

549 SQ. FT.±

2ND ST.

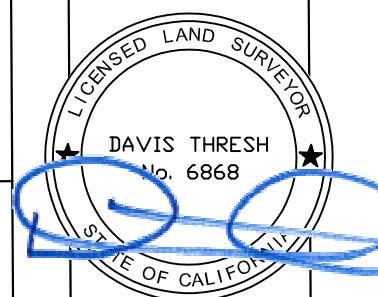
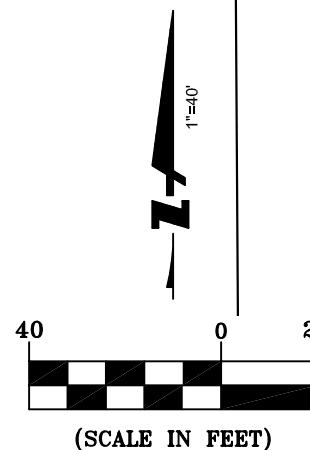
(PUBLIC RIGHT OF WAY)
WIDTH VARIES

CLEAR CHANNEL OUTDOOR
D.N. 2013-00380444
APN 0133-291-01

FRANCIS LUIS JUAN
D.N. 2017-0093532
APN 0133-291-13

BEI LI
D.N. 2009-0296965
APN 0133-291-17

EDUARDO GUTIERREZ
D.N. 2012-0253737
APN 0133-291-16



LEGEND

POC = POINT OF COMMENCEMENT
RWE = ROADWAY EASEMENT
TPOB = TRUE POINT OF BEGINNING

KING ST.

(PUBLIC RIGHT OF WAY)
60.00' WIDE

_____ = CENTERLINE
 - - - - - = DESCRIBED EXTENTS
 _____ = DIMENSIONAL TIE
 _____ = LOT LINE

EXHIBIT "2"

SLOPE EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
Parcel No.: 0138-291-01

This non-exclusive permanent slope easement shall be in, on, and under the real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("Slope Easement"). The Slope Easement shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "SBCTA") for purposes of installing, maintaining, removing, and replacing, as applicable, a slope in connection with the Mount Vernon Avenue Bridge Project.

The owner(s) and occupant(s) of the real property subject to the Slope Easement shall not construct any permanent improvements within the easement area described and depicted in the attached Exhibits "A" and "B", respectively, that would impede SBCTA's rights as defined herein. The owner(s) and occupant(s) shall not excavate within the Slope Easement area or disturb any material installed within the Slope Easement area.

The rights and obligations of the owner(s) of the real property subject to the Slope Easement shall run with the land and be binding upon and/or inure to the benefit of SBCTA's and the owner or owners' respective heirs, successors and assigns.

SBCTA expressly reserves the right to convey, transfer or assign the Slope Easement subject to the same rights and limitations described herein.

August 26, 2021
BKF Job No: 20172152

LEGAL DESCRIPTION **EXHIBIT A - SLOPE EASEMENT**

Real property situate in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

Being a portion of the lands granted to Clear Channel Outdoor by that certain Quitclaim Deed filed for record on October 17, 2018 filed as Document No. 2018-0380444, Official Records of San Bernardino County, more particularly described as follows:

Commencing at an iron pipe monument found at the centerline intersection of King Street and Mt. Vernon Avenue;

Thence along the centerline of said Mt. Vernon Avenue North 0°22'22" West, 161.72 feet;

Thence perpendicular to the last described course North 89°37'38" East, 41.25 feet to the southwesterly corner of said lands, said corner also being the **TRUE POINT OF BEGINNING**;

Thence along the westerly line of said lands, North 0°22'22" West, 43.87 feet to the beginning of a curve to the right, having a radius of 87.86 feet;

Thence along said curve, through a central angle of 64°16'11", for an arc length of 98.55 feet;

Thence along said easterly line, South 0°21'59" East, 31.00 feet;

Thence leaving said easterly line along the following eight (8) courses:

- 1) South 88°29'36" West, 6.27 feet;
- 2) North 15°57'54" West, 26.91 feet;
- 3) North 88°00'10" West, 20.73 feet;
- 4) South 85°05'04" West, 61.45 feet;
- 5) South 48°31'09" West, 37.91 feet to the westerly line of said lands;
- 6) Thence leaving said westerly line, South 16°57'15" West, 14.53 feet;
- 7) South 0°25'10" West, 38.79 feet;
- 8) South 09°09'37" West, 39.33 feet to the southerly line of said line;

Thence along said southerly line, South 89°34'09" West, 2.62 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,338 square feet, more or less.

END OF DESCRIPTION

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers



Davis Thresh, P.L.S. No. 6868

08/25/2021

Dated



LINE TABLE

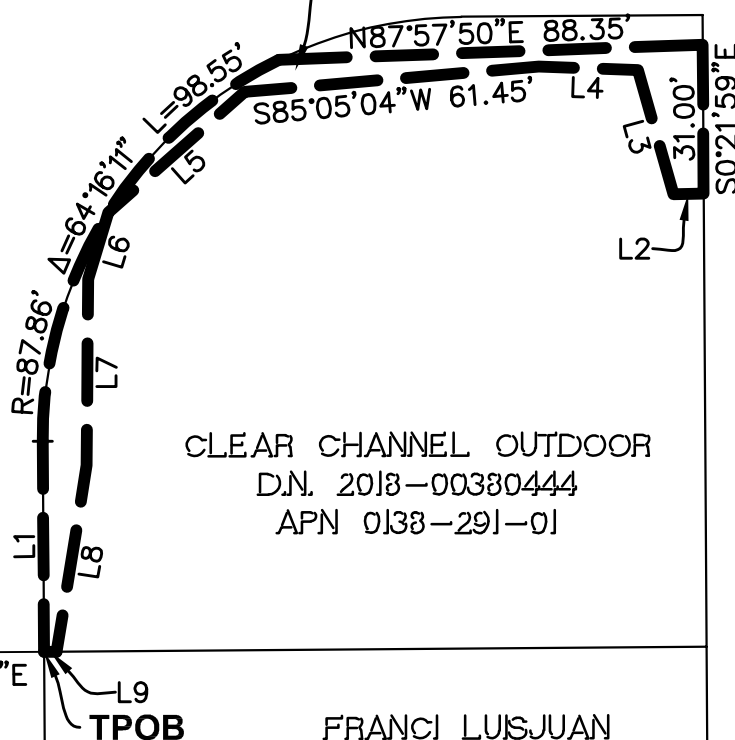
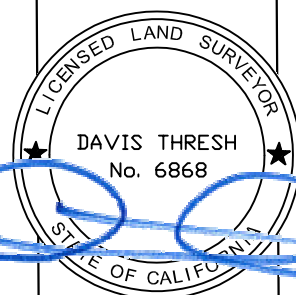
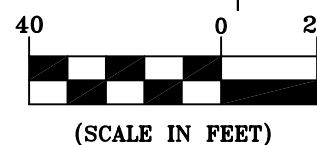
	DIRECTION	LENGTH
L1	N0°22'22"W	43.87'
L2	S88°29'36"W	6.27'
L3	N15°57'54"W	26.91'
L4	N88°00'10"W	20.73'
L5	S48°31'09"W	37.91'
L6	S16°57'15"W	14.53'
L7	S0°25'10"W	38.79'
L8	S9°09'37"W	39.33'
L9	S89°34'09"W	2.62'

2ND ST.

(PUBLIC RIGHT OF WAY)
WIDTH VARIES

SLOPE

1,338 SQ. FT.±

CLEAR CHANNEL OUTDOOR
D.N. 2013-00380444
APN 0133-291-01FRANCIS LUIS JUAN
D.N. 2017-0093532
APN 0133-291-13BEI LI
D.N. 2009-0296965
APN 0133-291-17EDUARDO GUTIERREZ
D.N. 2012-0253737
APN 0133-291-16MT. VERNON AVE.
(PUBLIC RIGHT OF WAY)
82.50' WIDE

N0°22'22"W 161.72'

POC

KING ST.

(PUBLIC RIGHT OF WAY)
60.00' WIDE

LEGEND

POC = POINT OF COMMENCEMENT
SLOPE = SLOPE EASEMENT
TPOB = TRUE POINT OF BEGINNING

— — — — — = CENTERLINE
 - - - - - = DESCRIBED EXTENTS
 - - - - - = DIMENSIONAL TIE
 — — — — — = LOT LINE

EXHIBIT "3"

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
Parcel No.: 0138-291-01

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "SBCTA") in connection with the construction of the Mount Vernon Avenue Bridge Project. The TCE shall be for a period of forty-eight (48) months, a portion of which shall be exclusive (subject to the Rights and Limitations of Use and Occupancy set forth below) and a portion of which shall be non-exclusive. Specifically, the actual physical construction activities within the TCE area shall be limited to a period of twenty-four (24) consecutive months within the forty-eight (48) month TCE period (the "Construction Period"). During the Construction Period, SBCTA's use and occupancy of the TCE will be exclusive, subject to the Rights and Limitations of Use and Occupancy set forth below. SBCTA's use and occupancy of the TCE during the remaining twenty-four (24) months of the TCE period will be non-exclusive.

Rights and Limitations of Use and Occupancy of TCE:

- SBCTA shall provide the owner and occupants of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the Construction Period will commence.
- During the Construction Period, SBCTA may place a temporary fence around the TCE area.
- Reasonable pedestrian and vehicular access to the remainder property will be maintained at all times.
- SBCTA and its contractor(s) shall access the TCE from the public right of way.
- Improvements within the TCE area will be removed as needed by SBCTA to allow for construction activities. All improvements so removed shall be included in the compensation paid by SBCTA for this TCE.
- Prior to the termination of the Construction Period, SBCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris. The TCE area will be restored to grade by SBCTA.

SBCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

August 25, 2021
BKF Job No: 20172152

LEGAL DESCRIPTION
EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT

Real property situate in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

Being a portion of the lands granted to Clear Channel Outdoor by that certain Quitclaim Deed filed for record on October 17, 2018 filed as Document No. 2018-0380444, Official Records of San Bernardino County, more particularly described as follows:

Commencing at an iron pipe monument found at the centerline intersection of King Street and Mt. Vernon Avenue;

Thence along the centerline of said Mt. Vernon Avenue North 0°22'22" West, 161.72 feet;

Thence perpendicular to the last described course North 89°37'38" East, 41.25 feet to the southwesterly corner of said lands;

Thence to a point along the southerly line of said lands, North 89°34'09" East, 2.62 feet, said point also being the **TRUE POINT OF BEGINNING**;

Thence continuing along said southerly line, North 89°34'09" East, 5.07 feet;

Thence leaving said southerly line along the following eight (8) courses:

- 1) North 9°09'37" East, 38.86 feet;
- 2) North 0°25'10" East, 38.45 feet;
- 3) North 16°57'15" East, 12.39 feet;
- 4) North 48°31'09" East, 34.85 feet;
- 5) North 85°05'04" East, 59.49 feet;
- 6) South 88°00'10" East, 16.79 feet;
- 7) South 15°57'54" East, 27.15 feet;
- 8) North 88°29'36" East, 10.05 feet to the easterly line of said lands;

Thence along said easterly line, North 0°21'59" West, 5.00 feet;

Thence leaving said easterly line along the following four (4):

- 1) South 88°29'36" West, 6.27 feet;
- 2) North 15°57'54" West, 26.91 feet;
- 3) North 88°00'10" West, 20.73 feet;
- 4) South 85°05'04" West, 61.45 feet;
- 5) South 48°31'09" West, 37.91 feet to the westerly line of said lands;

Attachment: Clear Channel - Final RON 9.28.21 (7987 : Resolution of Necessity Hearings Mt. Vernon Viaduct)

August 25, 2021
BKF Job No: 20172152

Thence leaving said westerly line along the following three (3) courses:

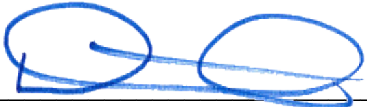
- 1) South 16°57'15" West, 14.53 feet;
- 2) South 0°25'10" West, 38.79 feet;
- 3) South 9°09'37" West, 39.33 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,210 square feet, more or less.

END OF DESCRIPTION

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers



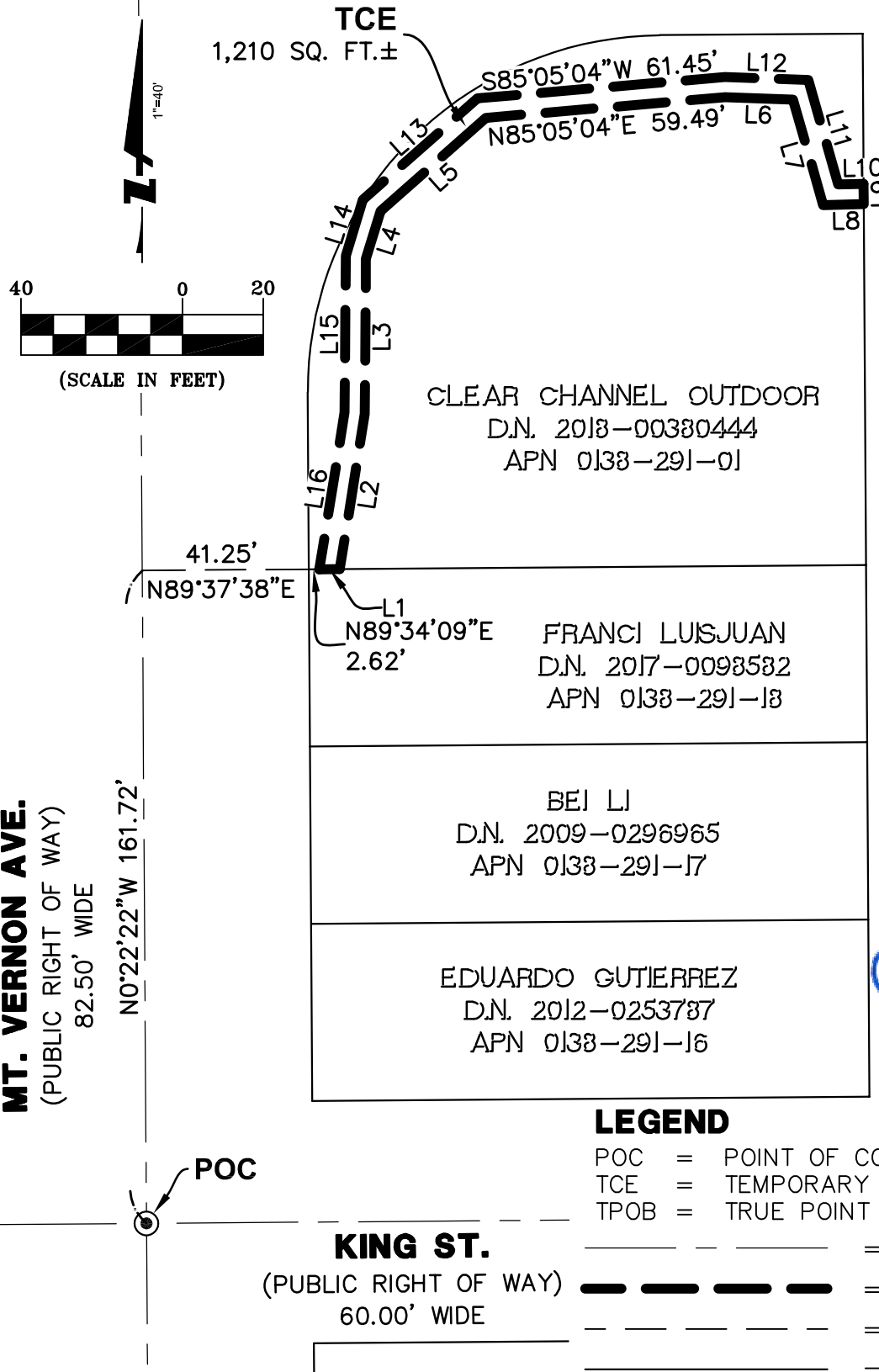
Davis Thresh, P.L.S. No. 6868



8/25/2021

Dated

Attachment: Clear Channel - Final RON 9.28.21 (7987 : Resolution of Necessity Hearings Mt. Vernon Viaduct)

2ND ST.(PUBLIC RIGHT OF WAY)
WIDTH VARIES**LINE TABLE**

	DIRECTION	LENGTH
L1	N89°34'09"E	5.07'
L2	N9°09'37"E	38.86'
L3	N0°25'10"E	38.45'
L4	N16°57'15"E	12.39'
L5	N48°31'09"E	34.85'
L6	S88°00'10"E	16.79'
L7	S15°57'54"E	27.15'
L8	N88°29'36"E	10.05'
L9	N0°21'59"W	5.00'
L10	S88°29'36"W	6.27'
L11	N15°57'54"W	26.91'
L12	N88°00'10"W	20.73'
L13	S48°31'09"W	37.91'
L14	S16°57'15"W	14.53'
L15	S0°25'10"W	38.79'
L16	S9°09'37"W	39.33'



Attachment: Clear Channel - Final RON 9.28.21 (7987 : Resolution of Necessity Hearings Mt. Vernon Viaduct)

RESOLUTION OF NECESSITY No. 21-042
DESAI dba EL PATIO HOTEL PROPERTY
(APNs 0138-181-24 and 25)

DRAFT

Attachment: Desai - draft RON (with address) (7987 : Resolution of Necessity Hearings Mt. Vernon Viaduct)

RESOLUTION NO. 21-042

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF ASSESSOR PARCEL NOS. 0138-181-24 and 0138-181-25.

WHEREAS, the San Bernardino County Transportation Authority ("SBCTA") is undertaking the Mount Vernon Avenue Bridge Project (the "Project"); and

WHEREAS, the Project is intended to replace the existing Mount Vernon Avenue Bridge (Bridge Number 54C-066) over the Burlington Northern Santa Fe ("BNSF") rail yard in the City of San Bernardino, San Bernardino County, California. The Project will replace the existing four-lane bridge with a new four-lane bridge from Rialto Avenue to 5th Street; and

WHEREAS, the Project requires the acquisition of property or property interests from public and private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, California Public Utilities Code section 130809(b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

WHEREAS, portions of the real property located at 472 N. Mount Vernon Avenue, in the City of San Bernardino, California (the "Subject Property") are required for the Project. The specific portions of the Subject Property required for the Project are a roadway easement legally described and depicted in Exhibit "1" hereto; a slope easement legally described and depicted in Exhibit "2" hereto; a slope easement legally described and depicted in Exhibit "3" hereto; a temporary construction easement legally described and depicted in Exhibit "4" hereto; and a temporary construction easement legally described and depicted in Exhibit "5" hereto (collectively, the "Property Interests"); and

WHEREAS, to the extent the Property Interests or portions thereof are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project.

The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property; and

WHEREAS, reasonable vehicular and pedestrian access to and from the Subject Property will be maintained at all times; and

WHEREAS, SBCTA communicated an offer of compensation to the owner or owners of record for the acquisition of the Property Interests; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, SBCTA mailed a Notice of Hearing on the Intent of SBCTA to Adopt a Resolution of Necessity for acquisition by eminent domain of the Property Interests. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Subject Property; and

WHEREAS, SBCTA provided written notice to the City of San Bernardino as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, SBCTA scheduled a hearing for October 6, 2021 at 10:00 a.m. at Santa Fe Depot—SBCTA Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California, and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure and will be provided notification if an opportunity subsequently arises that would allow them to appear virtually online or by telephone at said hearing; and

WHEREAS, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, SBCTA may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, BE IT RESOLVED, by at least a two-thirds vote of SBCTA's Board of Directors under Code of Civil Procedure sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. There has been compliance by SBCTA with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property Interests are to be acquired are for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. California Public Utilities Code section 130809(b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The proposed Project is necessary to replace the existing Mount Vernon Avenue Bridge (Bridge Number 54C-066) over the BNSF rail yard in the City of San Bernardino, San Bernardino County, California. The Project will replace the existing four-lane bridge with a new four-lane bridge from Rialto Avenue to 5th Street.

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property Interests.

Section 5. Description of the Property Interests. The Property Interests sought to be acquired are more particularly described and depicted in Exhibits "1" through "5" attached hereto and incorporated herein by reference.

Section 6. Findings. SBCTA hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the proposed Project;
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Property Interests sought to be acquired are necessary for the proposed Project;
and

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the Property Interests are already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Property Interests, or any portion thereof, are already devoted, or, in the alternative, are a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interests, or any portion thereof, are already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Property Interests, or portions thereof, are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property.

Section 9. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Property Interests, including the improvements thereon, if any, by eminent domain for the proposed Project.

Section 10. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Property Interests in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Property Interests at the earliest possible time. Counsel is further authorized to reduce the extent of the interests or property to be acquired where a change in design allows the reduction without substantially impairing the construction and operation of the Project for which the Property Interests being acquired.

Section 11. Effective Date. This Resolution of Necessity shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Authority on October 6, 2021 by the following votes:

AYES:

NOES:

ABSENT:

Curt Hagman, Board President
San Bernardino County Transportation Authority

Marleana Roman, Clerk of the Board
San Bernardino County Transportation Authority

DRAFT

Attachment: Desai - draft RON (with address) (7987 : Resolution of Necessity Hearings Mt. Vernon Viaduct)

EXHIBIT "1"

DRAFT

August 25, 2021
BKF Job No: 20172152

LEGAL DESCRIPTION
EXHIBIT A
ROADWAY EASEMENT

Real property situate in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

Being a portion of the lands granted to Anup Desai by that certain Grant Deed filed for record on December 20, 2004 as Document No. 2004-0935595, Official Record of San Bernardino County, being also a portion of Lots 5 and 6 as shown on the map recorded in Book 15 of Maps at Pages 49 and 50, in the Office of the County Recorder of said county, more particularly described as follows:

Commencing at a point a bolt monument found in a monument well at the centerline intersection of 4th St. and Mt. Vernon Ave.;

Thence along the centerline of said Mt. Vernon Ave. North $0^{\circ}18'37''$ West, 387.25 feet;

Thence perpendicular to the last described course South $89^{\circ}41'23''$ West, 41.25 feet to a point on the easterly line of said lands of Desai (Doc. No. 2004-0935595), said point being also the **TRUE POINT OF BEGINNING**;

Thence along said easterly line, South $0^{\circ}18'37''$ East, 26.27 feet;

Thence along the southerly line of said lands, South $89^{\circ}43'18''$ West, 150.00 feet;

Thence along the westerly line of said lands, North $0^{\circ}18'37''$ West, 1.00 feet;

Thence leaving said westerly line, North $89^{\circ}43'18''$ East, 124.74 feet;


Thence North $44^{\circ}41'10''$ East, 35.72 feet to the **TRUE POINT OF BEGINNING**.

Containing 469 square feet, more or less.

END OF DESCRIPTION

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers


Davis Thresh, P.L.S. No. 6868

8/25/2021

Dated



Attachment: Desai - draft RON (with address) (7987 : Resolution of Necessity Hearings Mt. Vernon Viaduct)

LEGEND

POC = POINT OF COMMENCEMENT

RWE = ROADWAY EASEMENT

TPOB = TRUE POINT OF BEGINNING

_____ = CENTERLINE

- - - - - = DESCRIBED EXTENTS

- - - - - = DIMENSIONAL TIE

_____ = LOT LINE

LINE TABLE

	DIRECTION	LENGTH
L1	S0°18'37"E	26.27'
L2	N0°18'37"W	1.00'
L3	N44°41'10"E	35.72'

APN 0133-131-22

MAHESHKUMAR AND

ANUP DESAI

D.N. 2005-0001667

APN 0133-131-23

APN 0133-131-24

ANUP DESAI

D.N. 2004-0935595

APN 0133-131-25

RWE

469 SQ. FT.±

N89°43'18"E 124.74'

S89°43'18"W 150.00'

S89°41'23"W

41.25'

TPOB**L2 KINGMAN ST.**

(PUBLIC RIGHT OF WAY)

40.00' WIDE

MT. VERNON AVE.

(PUBLIC RIGHT OF WAY)

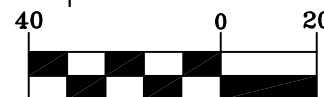
82.50' WIDE

N0°18'37"W 387.25'

POC**4TH ST.**

(PUBLIC RIGHT OF WAY)

1"=40'



(SCALE IN FEET)

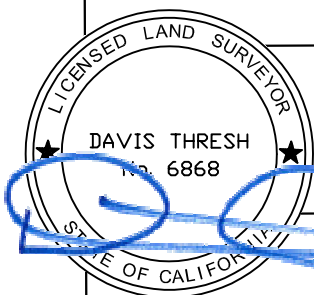


EXHIBIT "2"

DRAFT

SLOPE EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
Parcel No.: 0138-181-24

This non-exclusive permanent slope easement shall be in, on, and under the real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("Slope Easement"). The Slope Easement shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "SBCTA") for purposes of installing, maintaining, removing, and replacing, as applicable, a slope in connection with the Mount Vernon Avenue Bridge Project.

The owner(s) and occupant(s) of the real property subject to the Slope Easement shall not construct any permanent improvements within the easement area described and depicted in the attached Exhibits "A" and "B", respectively, that would impede SBCTA's rights as defined herein. The owner(s) and occupant(s) shall not excavate within the Slope Easement area or disturb any material installed within the Slope Easement area.

The rights and obligations of the owner(s) of the real property subject to the Slope Easement shall run with the land and be binding upon and/or inure to the benefit of SBCTA's and the owner or owners' respective heirs, successors and assigns.

SBCTA expressly reserves the right to convey, transfer or assign the Slope Easement subject to the same rights and limitations described herein.

August 25, 2021
BKF Job No: 20172152

LEGAL DESCRIPTION
EXHIBIT A
SLOPE EASEMENT

Real property situate in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

Being a portion of the lands granted to Maheshkumar V. Desai and Anup Desai by that certain Grant Deed filed for record on January 3, 2005 as Document No. 2005-0001667, Official Record of San Bernardino County, being also a portion of Lot 5 as shown on the map recorded in Book 15 of Maps at Pages 49 and 50, in the Office of the County Recorder of said county, more particularly described as follows:

Commencing at a bolt monument found in a monument well at the centerline intersection of 4th St. and Mt. Vernon Ave.;

Thence along the centerline of said Mt. Vernon Ave. North $0^{\circ}18'37''$ West, 415.86 feet;

Thence perpendicular to the last described course South $89^{\circ}41'23''$ West, 41.25 feet to the southeasterly corner of said lands of Desai (Doc. No. 2005-0001667), said corner being also the **TRUE POINT OF BEGINNING**;

Thence along the easterly line of said lands, North $0^{\circ}18'37''$ West, 24.95 feet;

Thence along the northerly line of said lands, South $89^{\circ}41'46''$ West, 1.50 feet;

Thence leaving said northerly line, South $03^{\circ}27'48''$ West, 25.00 feet to the southerly line of said lands;

Thence along said southerly line, North $89^{\circ}42'15''$ East, 3.14 feet to the **TRUE POINT OF BEGINNING**.

Containing 58 square feet, more or less.

END OF DESCRIPTION

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers



Davis Thresh, P.L.S. No. 6868

8/25/2021

Dated



LINE TABLE

	DIRECTION	LENGTH
L1	N0°18'37"W	24.95'
L2	S89°41'46"W	1.50'
L3	S3°27'48"W	25.00'
L4	N89°42'15"E	3.14'

APN 0138-131-22

MAHESHKUMAR AND
ANUP DESAI
D.N. 2005-0001667

APN 0138-131-23

SLOPE
58 SQ. FT.±

APN 0138-131-24

ANUP DESAI
D.N. 2004-0935595
APN 0138-131-25

TPOB

S89°41'23"W

41.25'

S89°42'15"W
3.14'**MT. VERNON AVE.**

(PUBLIC RIGHT OF WAY)

82.50' WIDE

KINGMAN ST.

(PUBLIC RIGHT OF WAY)
40.00' WIDE

LEGEND

POC = POINT OF COMMENCEMENT

SLOPE = SLOPE EASEMENT

TPOB = TRUE POINT OF BEGINNING

— — — — — = CENTERLINE

————— = DESCRIBED EXTENTS

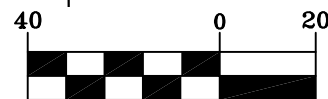
- - - - - = DIMENSIONAL TIE

————— = LOT LINE

4TH ST.

(PUBLIC RIGHT OF WAY)

POC



(SCALE IN FEET)

1"=20'

EXHIBIT "3"

DRAFT

SLOPE EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
Parcel No.: 0138-181-25

This non-exclusive permanent slope easement shall be in, on, and under the real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("Slope Easement"). The Slope Easement shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "SBCTA") for purposes of installing, maintaining, removing, and replacing, as applicable, a slope in connection with the Mount Vernon Avenue Bridge Project.

The owner(s) and occupant(s) of the real property subject to the Slope Easement shall not construct any permanent improvements within the easement area described and depicted in the attached Exhibits "A" and "B", respectively, that would impede SBCTA's rights as defined herein. The owner(s) and occupant(s) shall not excavate within the Slope Easement area or disturb any material installed within the Slope Easement area.

The rights and obligations of the owner(s) of the real property subject to the Slope Easement shall run with the land and be binding upon and/or inure to the benefit of SBCTA's and the owner or owners' respective heirs, successors and assigns.

SBCTA expressly reserves the right to convey, transfer or assign the Slope Easement subject to the same rights and limitations described herein.

August 25, 2021
BKF Job No: 20172152

LEGAL DESCRIPTION EXHIBIT A - SLOPE EASEMENT

Real property situate in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

Being a portion of the lands granted to Anup Desai by that certain Grant Deed filed for record on December 20, 2004 as Document No. 2004-0935595, Official Record of San Bernardino County, being also a portion of Lots 5 and 6 as shown on the map recorded in Book 15 of Maps at Pages 49 and 50, in the Office of the County Recorder of said county, more particularly described as follows:

Commencing at a point a bolt monument found in a monument well at the centerline intersection of 4th St. and Mt. Vernon Ave.;

Thence along the centerline of said Mt. Vernon Ave. North 0°18'37" West, 387.25 feet;

Thence perpendicular to the last described course South 89°41'23" West, 41.25 feet to a point on the easterly line of said lands of Desai (Doc. No. 2004-0935595), said point being also the **TRUE POINT OF BEGINNING**;

Thence along said easterly line, North 0°18'38" West, 28.61 feet;

Thence along the northerly line of said lands, South 89°42'15" West, 3.14 feet;

Thence leaving said northerly line along the following five (5) courses:

- 1) South 03°27'48" West, 26.57 feet;
- 2) South 45°35'49" West, 27.85 feet;
- 3) South 83°22'00" West, 25.51 feet;
- 4) South 87°39'41" West, 53.79 feet;
- 5) South 89°24'11" West, 45.99 feet to the westerly line of said lands;

Thence along said westerly line, South 0°18'37" East, 2.97 feet;

Thence leaving said westerly line, North 89°43'18" East, 124.74 feet;


Thence North 44°41'10" East, 35.72 feet to the **TRUE POINT OF BEGINNING**.

Containing 809 square feet, more or less.

END OF DESCRIPTION

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers


Davis Thresh, P.L.S. No. 6868

8/25/2021

Dated



LEGEND

POC = POINT OF COMMENCEMENT

SLOPE = SLOPE EASEMENT

TPOB = TRUE POINT OF BEGINNING

— — — — — = CENTERLINE

— — — — — = DESCRIBED EXTENTS

— — — — — = DIMENSIONAL TIE

— — — — — = LOT LINE

APN 0133-131-22

MAHESHKUMAR AND

ANUP DESAI

D.N. 2005-0001667

APN 0133-131-23

APN 0133-131-24

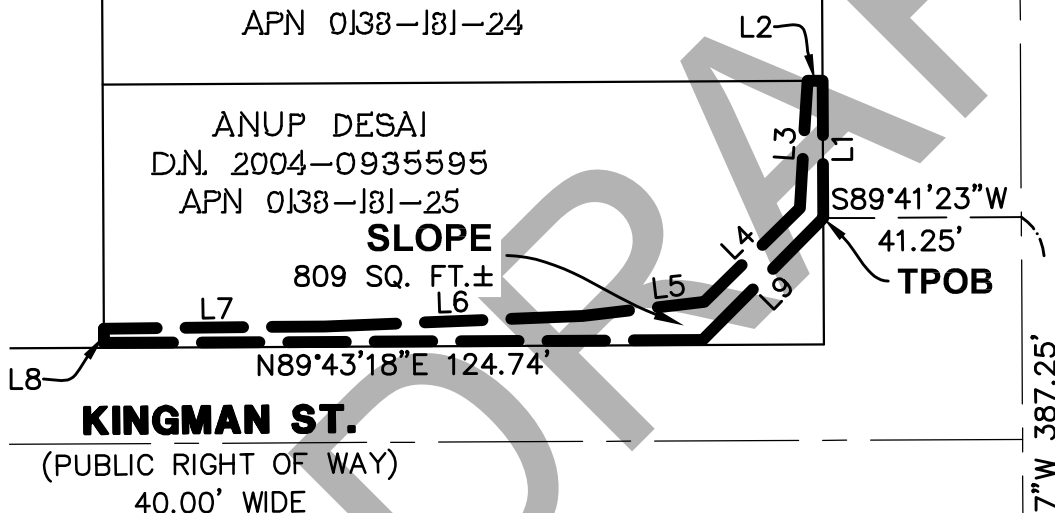
ANUP DESAI

D.N. 2004-0935595

APN 0133-131-25

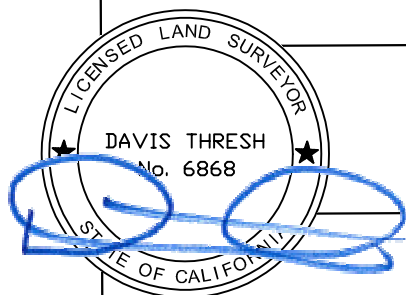
SLOPE

809 SQ. FT.±



LINE TABLE		
	DIRECTION	LENGTH
L1	N0°18'38"W	28.61'
L2	S89°42'15"W	3.14'
L3	S3°27'48"W	26.57'
L4	S45°35'49"W	27.85'
L5	S83°22'00"W	25.51'
L6	S87°39'41"W	53.79'
L7	S89°24'11"W	45.99'
L8	S0°18'37"E	2.97'
L9	N44°41'10"E	35.72'

MT. VERNON AVE.
(PUBLIC RIGHT OF WAY)
82.50' WIDE



4TH ST.
(PUBLIC RIGHT OF WAY)

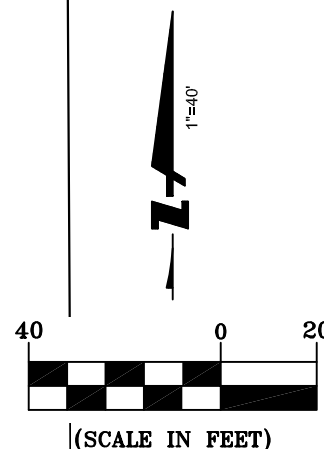


EXHIBIT "4"

DRAFT

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
Parcel No.: 0138-181-24

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "SBCTA") in connection with the construction of the Mount Vernon Avenue Bridge Project. The TCE shall be for a period of forty-eight (48) months, a portion of which shall be exclusive (subject to the Rights and Limitations of Use and Occupancy set forth below) and a portion of which shall be non-exclusive. Specifically, the actual physical construction activities within the TCE area shall be limited to a period of twenty-four (24) consecutive months within the forty-eight (48) month TCE period (the "Construction Period"). During the Construction Period, SBCTA's use and occupancy of the TCE will be exclusive, subject to the Rights and Limitations of Use and Occupancy set forth below. SBCTA's use and occupancy of the TCE during the remaining twenty-four (24) months of the TCE period will be non-exclusive.

Rights and Limitations of Use and Occupancy of TCE:

- SBCTA shall provide the owner and occupants of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the TCE Period will commence.
- During the TCE Period, SBCTA may place a temporary fence around the TCE area.
- Reasonable pedestrian and vehicular access to the remainder property will be maintained at all times.
- SBCTA and its contractor(s) shall access the TCE from the public right of way.
- Improvements within the TCE area will be removed as needed by SBCTA to allow for construction activities. All improvements so removed shall be included in the compensation paid by SBCTA for this TCE.
- Prior to the termination of the TCE Period, SBCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris. The TCE area will be restored to grade by SBCTA.

SBCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

August 25, 2021
BKF Job No: 20172152

LEGAL DESCRIPTION
EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT

Real property situate in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

Being a portion of the lands granted to Maheshkumar V. Desai and Anup Desai by that certain Grant Deed filed for record on January 3, 2005 as Document No. 2005-0001667, Official Record of San Bernardino County, being also a portion of Lot 5 as shown on the map recorded in Book 15 of Maps at Pages 49 and 50, in the Office of the County Recorder of said county, more particularly described as follows:

Commencing at a bolt monument found in a monument well at the centerline intersection of 4th St. and Mt. Vernon Ave.;

Thence along the centerline of said Mt. Vernon Ave. North $0^{\circ}18'37''$ West, 415.86 feet;

Thence perpendicular to the last described course South $89^{\circ}41'23''$ West, 41.25 feet to the southeasterly corner of said lands of Desai (Doc. No. 2005-0001667);

Thence to a point along the southerly line of said lands, South $89^{\circ}42'15''$ West, 3.15 feet, said point also being the **TRUE POINT OF BEGINNING**;

Thence continuing along said southerly line, South $89^{\circ}42'15''$ West, 5.01 feet;

Thence leaving said southerly line North $3^{\circ}27'48''$ East, 25.00 feet to the northerly line of said lands;

Thence along said northerly line, North $89^{\circ}41'46''$ East, 5.01;

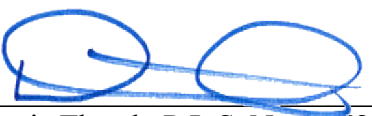
Thence leaving said northerly line, South $3^{\circ}27'48''$ West, 25.00p feet to the **TRUE POINT OF BEGINNING**.

Containing 125 square feet, more or less.

END OF DESCRIPTION

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

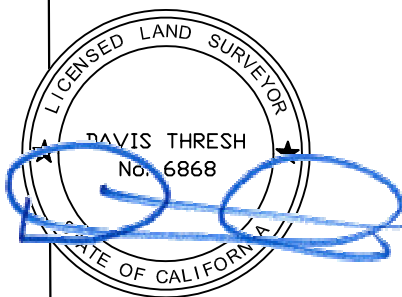
For: BKF Engineers


Davis Thresh, P.L.S. No. 6868

8/25/2021

Dated





APN 0138-131-22

MAHESHKUMAR AND
ANUP DESAI
D.N. 2005-0001667

APN 0138-131-23

TCE
125 SQ. FT.±

APN 0138-131-24

ANUP DESAI
D.N. 2004-0935595
APN 0138-131-25

L3
L2
L4
TPOB

S89°41'23"W
41.25'
S89°42'15"W
3.14'

LINE TABLE		
	DIRECTION	LENGTH
L1	S89°42'15"W	5.01'
L2	N3°27'48"E	25.00'
L3	N89°41'46"E	5.01'
L4	S3°27'48"W	25.00'

MT. VERNON AVE.
(PUBLIC RIGHT OF WAY)
82.50' WIDE

KINGMAN ST.
(PUBLIC RIGHT OF WAY)
40.00' WIDE

LEGEND

POC = POINT OF COMMENCEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT
TPOB = TRUE POINT OF BEGINNING

— — — — — = CENTERLINE
————— = DESCRIBED EXTENTS
- - - - - = DIMENSIONAL TIE
————— = LOT LINE

4TH ST.
(PUBLIC RIGHT OF WAY)

N0°18'37"W 415.86'

POC

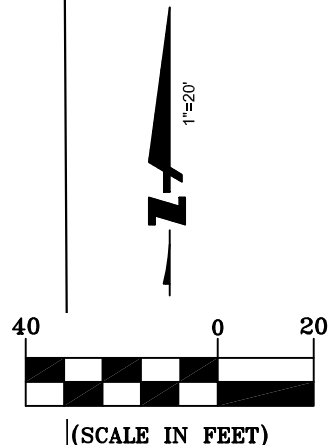


EXHIBIT "5"

DRAFT

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
Parcel No.: 0138-181-25

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "SBCTA") in connection with the construction of the Mount Vernon Avenue Bridge Project. The TCE shall be for a period of forty-eight (48) months, a portion of which shall be exclusive (subject to the Rights and Limitations of Use and Occupancy set forth below) and a portion of which shall be non-exclusive. Specifically, the actual physical construction activities within the TCE area shall be limited to a period of twenty-four (24) consecutive months within the forty-eight (48) month TCE period (the "Construction Period"). During the Construction Period, SBCTA's use and occupancy of the TCE will be exclusive, subject to the Rights and Limitations of Use and Occupancy set forth below. SBCTA's use and occupancy of the TCE during the remaining twenty-four (24) months of the TCE period will be non-exclusive.

Rights and Limitations of Use and Occupancy of TCE:

- SBCTA shall provide the owner and occupants of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the TCE Period will commence.
- During the TCE Period, SBCTA may place a temporary fence around the TCE area.
- Reasonable pedestrian and vehicular access to the remainder property will be maintained at all times.
- The owner will be granted reasonable opportunity to cross through the TCE area to access the remainder property if coordinated in advance with SBCTA's contractor.
- SBCTA and its contractor(s) shall access the TCE from the public right of way.
- Improvements within the TCE area will be removed as needed by SBCTA to allow for construction activities. All improvements so removed shall be included in the compensation paid by SBCTA for this TCE.
- Prior to the termination of the TCE Period, SBCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris. The TCE area will be restored to grade by SBCTA.

SBCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

August 25, 2021
BKF Job No: 20172152

LEGAL DESCRIPTION

EXHIBIT A – TEMPORARY CONSTRUCTION EASEMENT

Real property situate in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

Being a portion of the lands granted to Anup Desai by that certain Grant Deed filed for record on December 20, 2004 as Document No. 2004-0935595, Official Record of San Bernardino County, being also a portion of Lots 5 and 6 as shown on the map recorded in Book 15 of Maps at Pages 49 and 50, in the Office of the County Recorder of said county, more particularly described as follows:

Commencing at a point a bolt monument found in a monument well at the centerline intersection of 4th St. and Mt. Vernon Ave.;

Thence along the centerline of said Mt. Vernon Ave. North 0°18'37" West, 387.25 feet;

Thence perpendicular to the last described course South 89°41'23" West, 41.25 feet to the northeasterly corner of said lands of Desai (Doc. No. 2004-0935595);

Thence along the northerly line of said lands, South 89°42'15" West, 3.14 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said northerly line, South 89°42'15" West, 5.01 feet;

Thence leaving said northerly line along the following five (5) courses:

- 1) South 03°27'48" West, 24.32 feet;
- 2) South 45°35'49" West, 24.21 feet;
- 3) South 83°22'00" West, 23.61 feet;
- 4) South 87°39'41" West, 53.53 feet;
- 5) South 89°24'11" West, 45.89 feet to the westerly line of said lands;

Thence along said westerly line, South 0°18'37" East, 5.00 feet;

Thence leaving said westerly line along the following five (5) courses:

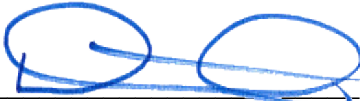
- 1) North 89°24'11" East, 45.99 feet;
- 2) North 87°39'41" East, 53.79 feet;
- 3) North 83°22'00" East, 25.51 feet;
- 4) North 45°35'49" East, 27.85 feet;
- 5) North 03°27'48" East, 26.57 feet to the **TRUE POINT OF BEGINNING**.

Containing 878 square feet, more or less.

END OF DESCRIPTION

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers


Davis Thresh, P.L.S. No. 6868

8/25/2021

Dated



LEGEND

POC = POINT OF COMMENCEMENT
 TCE = TEMPORARY CONSTRUCTION EASEMENT
 TPOB = TRUE POINT OF BEGINNING

— — — — — = CENTERLINE
 — — — — — = DESCRIBED EXTENTS
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APN 0133-131-22

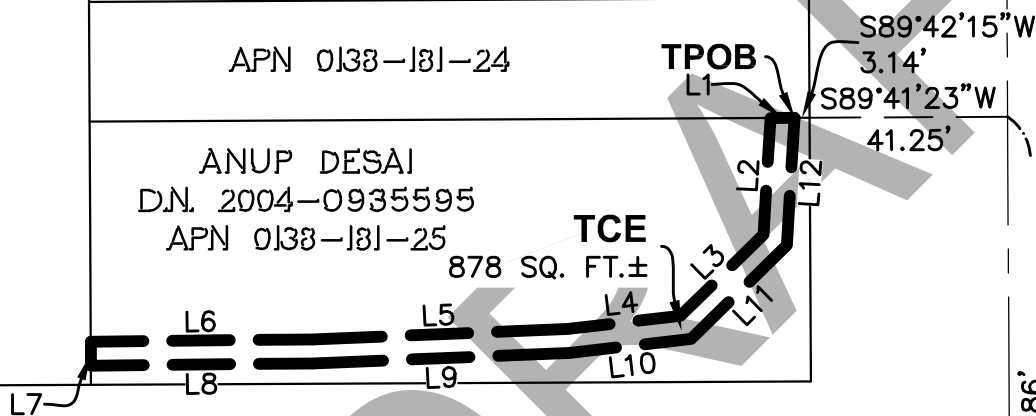
MAHESHKUMAR AND
 ANUP DESAI
 D.N. 2005-0001667

APN 0133-131-23

APN 0133-131-24

ANUP DESAI
 D.N. 2004-0935595
 APN 0133-131-25

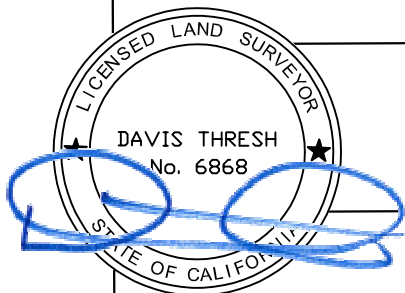
878 SQ. FT.±
TCE



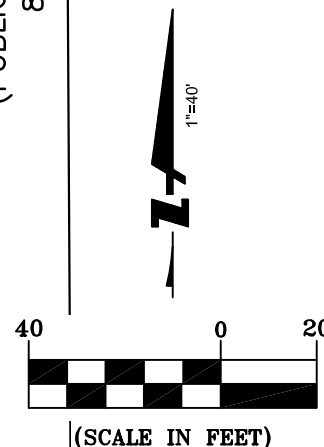
KINGMAN ST.
 (PUBLIC RIGHT OF WAY)
 40.00' WIDE

N0°18'37"W 415.86'

MT. VERNON AVE.
 (PUBLIC RIGHT OF WAY)
 82.50' WIDE



4TH ST.
 (PUBLIC RIGHT OF WAY)



LINE TABLE		
	DIRECTION	LENGTH
L1	S89°42'15"W	5.01'
L2	S3°27'48"W	24.32'
L3	S45°35'49"W	24.21'
L4	S83°22'00"W	23.61'
L5	S87°39'41"W	53.53'
L6	S89°24'11"W	45.89'
L7	S0°18'37"E	5.00'
L8	N89°24'11"E	45.99'
L9	N87°39'41"E	53.79'
L10	N83°22'00"E	25.51'
L11	N45°35'49"E	27.85'
L12	N3°27'48"E	26.57'

Minute Action

AGENDA ITEM: 24

Date: *October 6, 2021*

Subject:

Interstate 10 Corridor Contract 2 Project

Recommendation:

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

Direct staff to explore a single express lane strategy for the next segment on the Interstate 10 Corridor to be consistent with the State's Guiding Principles for Transportation Investment.

Background:

The Interstate 10 (I-10) Corridor Project (Project), which received environmental approval in 2017, provides for one to two new express lanes from the Los Angeles County Line to Ford Street in the City of Redlands. The first ten miles of the Project from the Los Angeles County Line to Interstate 15 (I-15) are currently under construction as part of the I-10 Corridor Contract 1 Project and are scheduled to open in 2023. Cost updates developed in 2018 indicated that the remaining 23 miles, known in total as I-10 Corridor Contract 2 Project, would require further phasing due to funding constraints. Following review of the updated costs as well as traffic and revenue forecasts developed in late 2018, the I-10 Corridor Contract 2A Project (Segment 2A) was included in the 2019 Update to the 10-Year Delivery Plan. The Segment 2A was scoped to provide the next six miles of dual express lanes in each direction from I-15 to Sierra Avenue in the City of Fontana. Additionally, the Segment 2A schedule was moved to start construction in 2026 to follow the I-15 Corridor Contract 1 Project targeted for completion in 2026.

In preparation for the 2021 Update to the 10-Year Delivery Plan, staff updated Project costs for the remaining I-10 segments. Total I-10 segment costs have held relatively steady compared to the cost update developed in 2018 at just over \$2 billion for the remaining 23 miles. However, the estimated Project cost exceeds the traditional funding anticipated to be available for the I-10 Corridor Contract 2 Project, which is estimated at approximately \$1 billion.

Increasing costs are one factor driving the need to reevaluate the remaining I-10 segments. A second factor pertains to the forecast traffic demand. The investment grade traffic and revenue forecasts developed in 2018, which are the most recent forecasts available prior to the start of the pandemic, resulted in a 20% drop in estimated revenue for the Segment 2 area from I-15 to Interstate 215 (I-215). The lower forecast traffic demand indicates an increased ability to effectively manage traffic demand in Segment 2 with a single express lane. A final factor is the California State Transportation Agency (CalSTA) Climate Action Plan for Transportation Infrastructure (CAPTI), adopted in July 2021, that contains "Ten Guiding Principles for Investment". The CAPTI indicates that projects that significantly increase vehicle miles traveled (VMT) would not achieve the same level of prioritization and likely not be competitive in California Department of Transportation's (Caltrans) grant funding opportunities. With the anticipated funding shortfall, it will be critical for future I-10 Corridor Contract 2 projects to be positioned as competitively as possible for potential grant funding.

Entity: San Bernardino County Transportation Authority

The factors discussed above led San Bernardino County Transportation Authority's (SBCTA) staff to explore the feasibility of constructing a single express lane in Segment 2A rather than the dual express lanes approved in the environmental document and 2019 Update to the 10-Year Delivery Plan. The analysis showed a significant cost reduction in Segment 2A by avoiding the need to relocate the I-10 drainage channel located on the north side of the corridor. Additionally, implementation of a single express lane would reduce the right-of-way requirements by reducing the number of impacted parcels from 85 parcels and 13 full acquisitions to five (5) impacted parcels and zero full acquisitions. Lastly, overall revenue for the single lane six mile Segment 2A rose slightly compared to the dual lane alternative, as the reduction in overall traffic volume for the single express lane was offset by slightly higher tolls to manage traffic demand.

Given the results of the single versus dual express lane analysis, staff developed three overall options for the next project on the I-10 Corridor. Option No. 1 maintains the dual express lane alternative as originally approved for the six mile Segment 2A. Option No. 2 introduces a single express lane alternative for the same six mile Segment 2A. Under Option No. 3, staff evaluated how much further east could be constructed under a single lane approach under the next project. Extending the Project an additional five miles east gets to the Pepper Avenue ingress/egress point, which is the approved location serving the I-215 interchange. Compared to the dual lane alternative (Option No. 1), an additional five miles could be constructed for a net cost difference of approximately \$150 million. The three options are summarized in Table 1.

Table 1: I-10 Corridor Contract 2 Next Project Option Comparison

Criteria	Option No. 1: Dual Express	Option No. 2: Single Express	Option No. 3: Single Express
Cost (Year of Expenditure)	\$620M	\$429M	\$774M
Open to Traffic	2029	2028	2028
Project Length	6.3 miles	6.3 miles	11.1 miles
Gross Toll Revenue (Year 3)	\$5.7M	\$6.0M	\$8.5M
Grant Potential	Limited	Yes	Yes

- Option No. 1: Dual Express Lanes each direction from I-15 to Sierra Avenue
- Option No. 2: Single Express Lane each direction from I-15 to Sierra Avenue
- Option No. 3: Single Express Lane each direction from I-15 to Pepper Avenue
- Toll revenue in 2015 dollars

Based on the analysis discussed above, staff recommends that SBCTA explore a single lane strategy for the next segment of the Project, consistent with the State's Guiding Principles for Transportation Investment. If the recommendation is approved, Staff will incorporate a single lane express lane from I-15 to Pepper Avenue in the City of Colton (Option No. 3) into the 2021 Update to the 10-Year Delivery Plan. Because it is the more costly option, should other options be approved their funding requirements will be adequately covered by the 10-Year Delivery Plan. Additionally, staff will coordinate with Caltrans regarding the requirements for implementation of this option and will return to the Board with the results.

Board of Directors Agenda Item

October 6, 2021

Page 3

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget. Updated funding and budget for the I-10 Corridor Contract 2 Project will be reflected in the 2021 Update to the 10-Year Delivery Plan and Fiscal Year 2022/2023 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the I-10 and I-15 Joint Sub-Committee on August 12, 2021.

Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

San Bernardino County Transportation Authority

9/27/2021





Board of Directors

Department of Project Delivery and Toll Operations

October 6, 2021

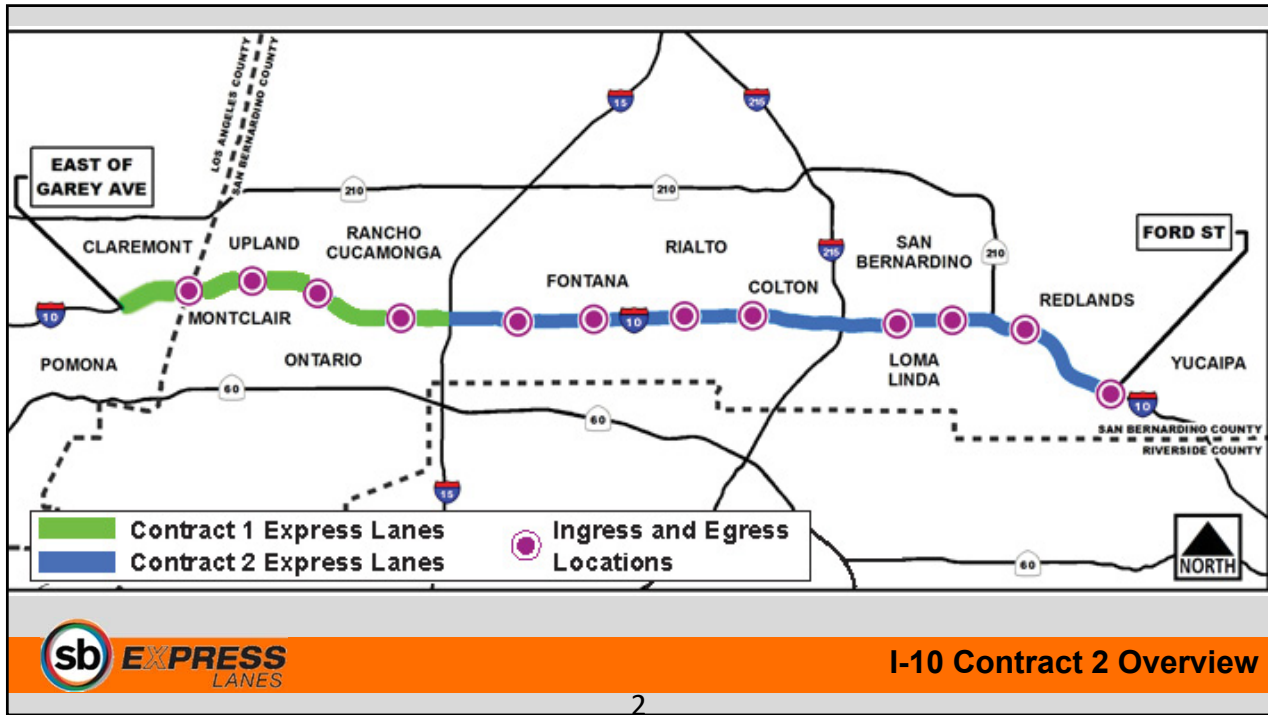


San Bernardino County
Transportation Authority

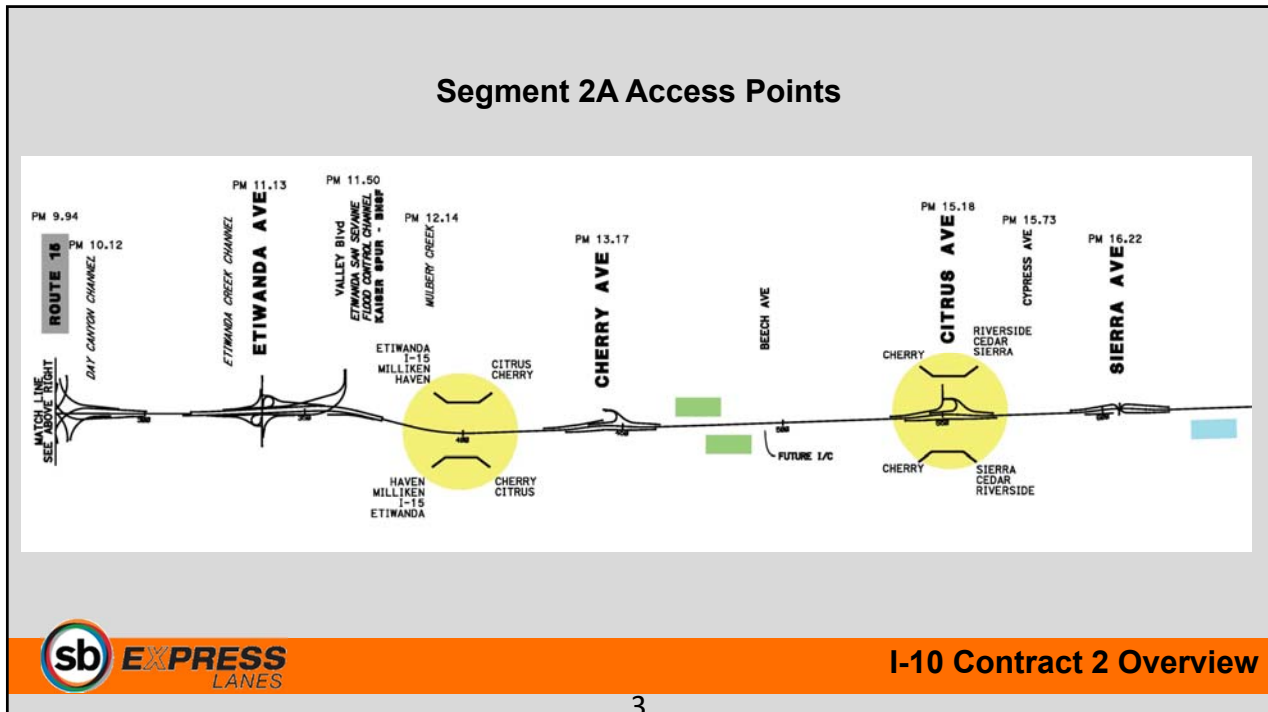
Where are we going today

- 2017 Board Action
- What has changed since 2017
- California State Transportation Agency's (CalSTA) adoption of the Climate Action Plan for Transportation Infrastructure (CAPTI)
- Update to the I-10 project

9/27/2021



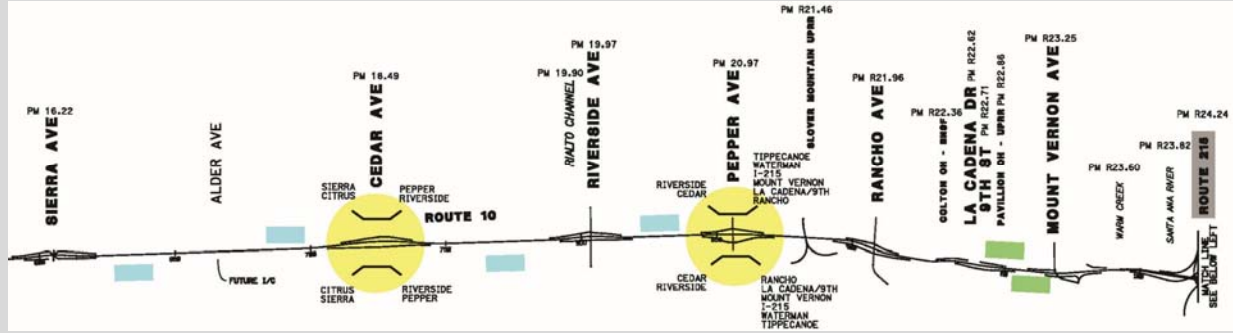
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3

9/27/2021

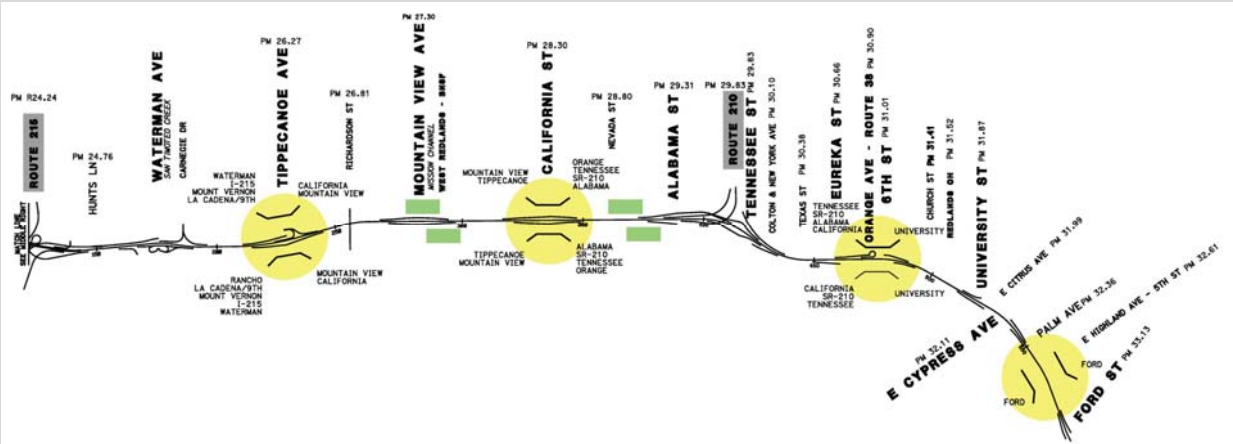
Segment 2B Access Points



I-10 Contract 2 Overview

4

Segment 3 and 4 Access Points



I-10 Contract 2 Overview

5

2019 10-Year Delivery Plan

- Construct two express lanes in each direction from I-15 to Sierra Avenue (6.3 miles)
 - Cost - \$700M
 - Schedule – 2026 through 2029 (Design-Build)
- Begin construction approximately 3 years after I-10 Contract 1
- Consider Design-Bid-Build versus Design-Build
- Evaluate potential future State and/or Federal grant funding



Approved I-10 Contract 2A Project

6

I-10 Corridor Future Contracts Capital Cost Update (2021)

Option	Distance (miles)	Capital Cost (escalated)	Capital Cost per Mile
Segment 2A (I-15 to Sierra Avenue)	6.3	\$620M	\$98M
Segment 2B (Sierra Avenue to I-215)	8.0	\$712M	\$89M
Segment 3 (I-215 to SR-210)	5.6	\$583M	\$105M
Segment 4 (SR-210 to Ford Street)	3.8	\$167M	\$44M
Total	23.7	\$2,082M	\$88M
Available funding capacity (Through 2029)		\$1,000M	

- Dual express lanes each direction from I-15 to SR-210 and single express lane each direction from SR-210 to Ford Street
- Incorporates higher escalation rate (4%) and additional escalation (completion in 2029)
- Analysis for 2019 10-Year Delivery Plan estimated \$2,134M for Segments 2, 3 and 4



Approved I-10 Contract 2A Project

7

What has changed since July 2017 Environmental Document?

- Increasing construction costs drive need to re-evaluate
 - Material and labor escalation
 - Market factor
- Improved ability to manage traffic demand in Segment 2
 - 2018 Investment Grade analysis showed 20% decrease in revenue in Segment 2
 - Pandemic has shifted peak travel periods
- Evolving State and Federal grant priorities



I-10 Contract 2 Project Options

8

Funding need observations and access to State competitive funding

- Measure I commitment: I-10 Widening from I-15 to Riverside County Line (Type and number of lanes not specified)
- Significant state/federal funding necessary
- Cost management is part of the strategy
- Need to remain competitive for access to as much SB 1 funding as possible
- CalSTA's CAPTI contains ten specific "guiding principles for investment" (i.e. projects they will consider for funding support)



I-10 Contract 2 Project Options

9

9/27/2021

I-10 Corridor – Segment 2A Dual vs. Single Lane

Criteria	Dual Express	Single Express
Cost (Year of Expenditure)	\$620M	\$429M
Open to Traffic	2029	2028
Project Length	6.3 miles	6.3 miles
Right of Way (Parcels Impacted/Full Acquisitions)	85/13	5/0
Gross Toll Revenue (Year 3)	\$5.7M	\$6.0M
Maximum Peak Toll - 2024	\$1.20	\$1.40
Maximum Peak Toll - 2040	\$1.60	\$2.40
General Purpose Lane Travel Time – 2024 (No Build)	8.1 min (9.0 min)	8.7 min (9.0 min)
General Purpose Lane Travel Time – 2040 (No Build)	8.9 min (11.0 min)	9.9 min (11.0 min)

- Toll revenue in 2015 dollars

**I-10 Contract 2A Project**

10

I-10 Corridor Contract 2 – Next Project Options

Option	Distance (miles)	Capital Cost (escalated)	Capital Cost per Mile
Option #1 - Dual Express Lanes (Segment 2A I-15 to Sierra Avenue)	6.3	\$620M	\$98M
Option #2 – Single Express Lane (Segment 2A I-15 to Sierra Avenue)	6.3	\$429M	\$68M
Option #3 – Single Express Lane (Segment 2A I-15 to Sierra Avenue with Partial Segment 2B Sierra Avenue to Pepper Avenue)	11.1	\$774M	\$70M

- Single Express Lane alternative avoids significant cost and ROW acquisition related to I-10 drainage channel reconstruction
- Pepper Avenue terminus corresponds to the approved Environmental Document ingress/egress point serving I-215
- Cost estimates assume 4% escalation rate and completion in 2029

**I-10 Contract 2 Project Options**

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I-10 Corridor – Next Project Option Comparison

Criteria	Option #1: Dual Express	Option #2: Single Express	Option #3: Single Express
Cost (Year of Expenditure)	\$620M	\$429M	\$774M
Open to Traffic	2029	2028	2028
Project Length	6.3 miles	6.3 miles	11.1 miles
Gross Toll Revenue (Year 3)	\$5.7M	\$6.0M	\$8.5M
Grant Potential	Limited	Yes	Yes

- Option #1: Dual Express Lanes each direction from I-15 to Sierra Avenue
- Option #2: Single Express Lane each direction from I-15 to Sierra Avenue
- Option #3: Single Express Lane each direction from I-15 to Pepper Avenue
- Toll revenue in 2015 dollars



I-10 Contract 2 Project Options

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

- **Direct staff to explore a single express lane strategy for the next segment on the Interstate 10 Corridor to be consistent with the State's Guiding Principles for Transportation Investment**



Action

13

Minute Action

AGENDA ITEM: 25

Date: *October 6, 2021*

Subject:

Formation of Emerging Technology Ad Hoc Committee

Recommendation:

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

Approve the establishment of an Emerging Technology Ad Hoc Committee composed of up to 10 Board members appointed by the San Bernardino County Transportation Authority Board President.

Background:

San Bernardino County Transportation Authority (SBCTA) President Curt Hagman has requested the creation of an Emerging Technology Ad Hoc Committee. The goal of this Ad Hoc Committee is to take a broad look at Transportation Technology. Pursuant to SBCTA Administrative Code 2-01-090, the President of the Board of Directors may designate ad hoc committees to study specific projects or matters subject to the concurrence of the Board of Directors, and shall make appointments to the ad hoc committee.

Financial Impact:

This item has no impact on the Fiscal Year 2021/2022 Budget.

Reviewed By:

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

Responsible Staff:

Steve Smith, Director of Planning

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

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

Minute Action

AGENDA ITEM: 26

Date: *October 6, 2021*

Subject:

Regional Conservation Investment Strategy Update

Recommendation:

Receive a presentation providing an update on the ongoing San Bernardino County Regional Conservation Investment Strategy planning effort and its relationship to the Western Joshua Tree.

Background:

On October 16, 2020, the San Bernardino County Transportation Authority (SBCTA) Mountain/Desert Policy Committee (MDC) received a status report on the Western Joshua Tree and the implications of the species being classified as endangered. Subsequently, an informational item was received by MDC on August 20, 2021. During the discussion, some of the focus was given on how to provide mitigation if the Western Joshua Tree was to eventually be listed as threatened or endangered under California Endangered Species Act (CESA). One mitigation vehicle for the species is to establish a Mitigation Credit Agreement (MCA) program with the California Department of Fish and Wildlife (CDFW). However, MCAs cannot be established without having a Regional Conservation Investment Strategy (RCIS) Program approved by CDFW. Since SBCTA and the County of San Bernardino (County) are currently leading the development process for the San Bernardino County RCIS (SBC RCIS) Program, this item provides a good opportunity for staff to update the SBCTA Board of Directors (Board) on the status of the SBC RCIS, as well as the Western Joshua Tree. First, some background is provided on the origins of the SBC RCIS initiative, followed later by a further discussion of the Joshua Tree.

In partnership with the San Bernardino County Environment Element Group (EEG), as part of the Countywide Vision effort initiated in 2011, SBCTA and the County of San Bernardino Land Use Services led the development of the Countywide Habitat Preservation/Conservation Framework Study (Framework Study) in February 2015. Subsequently, the Framework Study led to a second phase to develop a more structured, comprehensive approach to the preservation and conservation of habitat for threatened and endangered species in the County, consistent with the State of California's (State) conservation goals. Similar to other elements of the Countywide Vision, the EEG is being guided by a stakeholder group representing diverse interests, including environmental advocates, the building industry, local and regional governments, state/federal resource agencies, and water districts. A progress report for the EEG and its efforts has been provided to the Board on various occasions.

In 2016, the EEG requested that the County and SBCTA align the countywide conservation efforts with the State's RCIS Program, since much of what was included in the previous efforts was similar to the goals of the RCIS Program. Previous studies or phases, from the EEG looked at several steps to develop a more comprehensive approach to countywide conservation planning. Phase one of the Framework Study was a guidance document outlining the conservation issues and concerns, existing conservation, conservation opportunities, and data gaps associated with current approaches to habitat conservation. The report identified conservation planning subareas, overarching principles, and recommendations to further develop a comprehensive approach to habitat preservation/conservation. The phase two study produced a

Entity: San Bernardino County Transportation Authority

document that further refined the conservation framework focusing on more science-based habitat enhancement actions for focal species, vegetation communities, ecological processes, and habitat connectivity that were very similar to the State's RCIS program benefits and goals. The RCIS Program encourages a voluntary, non-regulatory regional planning process intended to result in higher-quality conservation outcomes and includes an advance mitigation tool. The RCIS Program identifies conservation and enhancement opportunities that, if implemented, will help with declining and vulnerable species in the region by protecting, creating, restoring, and reconnecting habitat.

With the County's efforts now aligned with the State's RCIS program, the County and SBCTA developed a preliminary draft of the SBC RCIS and submitted it to the State for review. The preliminary draft of the SBC RCIS was released in December 2018 and was presented to the public at a formally noticed RCIS public meeting on Monday, March 4, 2019. However, the project funding could not keep up with the changes that occurred while the RCIS guidelines were being updated. To keep the process moving forward, SBCTA led the effort in applying for and securing additional funding from the State. In January 2020, the Board approved Contract No. 20-1002330 to receive \$562,210 in grant funding from the Wildlife Conservation Board (WCB). Following a solicitation and procurement process, in accordance with SBCTA policies and procedures for Consultant Services, SBCTA selected Dudek as the consulting firm to provide the technical services for completing the SBC RCIS planning process.

Technical Update

As a State program administered by the CDFW, RCIS documents are ultimately approved by the CDFW and must be prepared according to the CDFW RCIS Guidelines. Just prior to the release of the Preliminary Draft SBC RCIS document in December 2018, the CDFW released revised RCIS Guidelines. Technical work has been ongoing to revise and update the preliminary draft document to meet the current RCIS standards. Revisions and updates to the SBC RCIS that have been completed include the following:

- RCIS Area/Boundary was revised to connect Victor Valley area with San Bernardino Valley area through the Cajon Pass Corridor.
- Focal Species list was revised and species accounts were prepared based on comments received from the stakeholders, including CDFW.
- Public lands and conserved lands mapping were updated to better depict differing levels of conservation management.
- Gap analysis and goal & objectives section was prepared and updated.
- Climate change vulnerability analysis was prepared to comply with the new RCIS guidelines.
- Draft conservation actions were identified and presented to EEG.
- Draft habitat value mapping was prepared and presented to EEG.

Dudek is currently in the process of compiling these revisions into the Draft SBC RCIS document for submittal to CDFW to begin the review and finalization process.

Outreach and Coordination

In addition to making technical revisions to the SBC RCIS, a primary goal of the current planning effort is to continue and expand outreach and coordination. SBC RCIS outreach and coordination efforts are ongoing through the following mechanisms:

- EEG: Stakeholder meetings with the EEG have served as a key outreach venue for conservation planning efforts in the County, during earlier phases and continuing through

the RCIS. EEG meetings related to the SBC RCIS occurred in September 2016, March 2017, November 2017, December 2020, and June 2021.

- **Steering Committee:** An SBC RCIS Steering Committee was formed in 2020 to guide technical development of the document. The Steering Committee is comprised of representatives from the following organizations/entities: CDFW, US Fish and Wildlife Service, the EEG Chairs (Endangered Habitats League and Building Industry Association (BIA)), SBCTA, County, Southern California Association of Governments (SCAG), City representative (Victorville), Defenders of Wildlife, and The Nature Conservancy. Five SBC RCIS Steering Committee meetings have been held since December 2020.
- **Outside Experts:** Input from technical experts on specific topics including Focal Species and Habitat Value mapping.
- **Targeted Stakeholder Outreach:** Specific meetings and coordination of the SBC RCIS with Town of Apple Valley, BIA, California Construction and Industrial Materials Association (CalCIMA), California Native Plant Society, Center for Biological Diversity, and Defenders of Wildlife.
- **Engagement on Parallel Planning Efforts:** Participation in meetings and coordination on related planning efforts, including the SCAG Working and Natural Lands Working group, SCAG Greenprint, and Western Joshua Tree.
- A SBC RCIS project webpage and web-based mapping tool has been made available to the public. <https://storymaps.arcgis.com/stories/ca6c8dcf5e1241a98567a42568a69d3a>

Upcoming Schedule

The current planning phase began in September 2020. The Administrative Draft of the SBC RCIS document is currently scheduled to be completed by November 2021. Following internal review, SBCTA will be prepared to submit the Draft SBC RCIS document by the end of 2021, with the required submittal fee, to CDFW to begin their review process. The first stage of CDFW's review involves a Completeness Review, which is a 30-day review period for them to determine if the document is complete and has the required elements. If deemed complete, SBCTA would make any necessary revisions and submit the Public Draft SBC RCIS to CDFW by March/April 2022. At that time, CDFW will make the document public and begin their 60-day (minimum) Substantive Review process. Following CDFW Substantive Review, comments from CDFW and the public comments will be responded to and the document will be finalized, which is currently scheduled for completion by October 2022.

SBC RCIS and the Western Joshua Tree

The Western Joshua Tree (*Yucca brevifolia*) is a native desert plant species known from the western Mojave Desert. In the County, the species is known throughout the Morongo Basin, Lucerne Valley, and Victor Valley regions as well as north of Barstow and along the Highway 395 corridor.

Following the 2019 submittal of a petition to list the species under the CESA and the 2020 petition evaluation by CDFW in 2020, the California Fish and Game Commission granted Candidate status to the Western Joshua Tree in September 2020. CDFW is currently preparing its detailed evaluation report to determine if listing of the species as Threatened or Endangered under CESA is warranted, which is expected by April 9, 2022.

As a Candidate species, and if ultimately listed as Threatened or Endangered, a "take" of Western Joshua Tree requires authorization from CDFW, typically through a project or activity-specific Incidental Take Permit (ITP). ITP authorization requires that the take be fully

Board of Directors Agenda Item

October 6, 2021

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mitigated, often through acquisition/protection of the species and/or its habitat or other approved mitigation actions.

The Western Joshua Tree is a Focal Species in the SBC RCIS, and the SBC RCIS provides a conservation strategy for the species and its habitat, including the establishment of conservation goals and objectives, a description of available conservation actions, and the identification of prioritized conservation areas with moderate to high habitat value. Once approved by CDFW, the SBC RCIS will facilitate streamlined mitigation identification for individual activities/projects if ITP from CDFW is necessary. Additionally, an approved RCIS allows for the establishment of MCAs, which are agreements between CDFW and one or more persons or entities that establishes credits for implementing conservations that can be used as mitigation to offset project impacts. As a Focal Species under SBC RCIS, Western Joshua Tree mitigation would be part of the potential MCA discussion in the County.

Financial Impact:

This item has no financial impact on the Fiscal Year 2021/2022 Budget

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. The San Bernardino County Environment Element Group has been the main stakeholder committee established to work on the details of the RCIS Plan. Environment Element Group meetings related to the SBC RCIS occurred in September 2016, March 2017, November 2017, December 2020, and June 2021.

Responsible Staff:

Josh Lee, Chief of Planning

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

San Bernardino County Transportation Authority



San Bernardino County Regional Conservation Investment Strategy (SBC RCIS) - Update

PRESENTATION BY MIKE HOWARD
DUDEK



OCTOBER 6, 2021

Overview

- 1 Background & Milestones
- 2 Progress on Technical Aspects
- 3 Outreach & Coordination
- 4 Upcoming Schedule
- 5 SBC RCIS and the Western Joshua Tree

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Background & Milestones

Background & Milestones

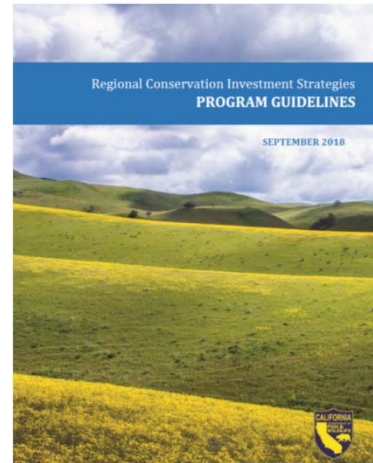
- RCIS Program began in 2016
 - 5 approved: Santa Clara County, Yolo, Mid-Sacramento Valley, East Bay, Monterey County
 - Antelope Valley in final review
 - San Bernardino County, Santa Cruz County, Kaweah Subbasin in preparation
- Preliminary Draft SBC RCIS released in 2018 and public meeting held in March 2019
- SBCTA sought and received WCB grant funding for RCIS completion in 2020



Available at:
https://www.gosbcta.com/wp-content/uploads/2019/08/SBC_RCIS_Draft_December_018.pdf

Background & Milestones

- SBC RCIS – Current Planning
 - Outreach and re-engagement
 - Revising the Preliminary Draft to address the latest *CDFW RCIS Guidelines*, including:
 - RCIS Area revision
 - Focal Species list update
 - Gap analysis and goals & objectives
 - Habitat value mapping and conservation actions
 - Climate change vulnerability
 - RCIS review and finalization



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2

Progress on Technical Aspects

- RCIS Area revised
- Focal Species list revised and species accounts prepared
- Public lands and conserved lands mapping updated
- Gap analysis and goal & objectives prepared
- Climate change vulnerability analysis prepared
- Conservation actions identified
- Habitat value mapping prepared



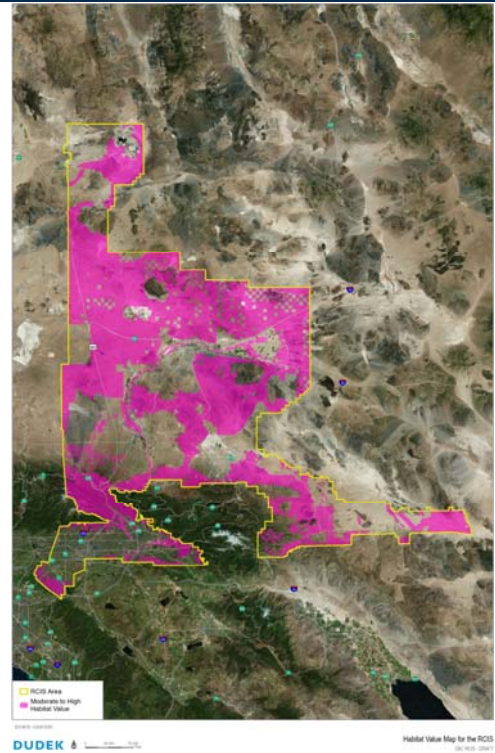
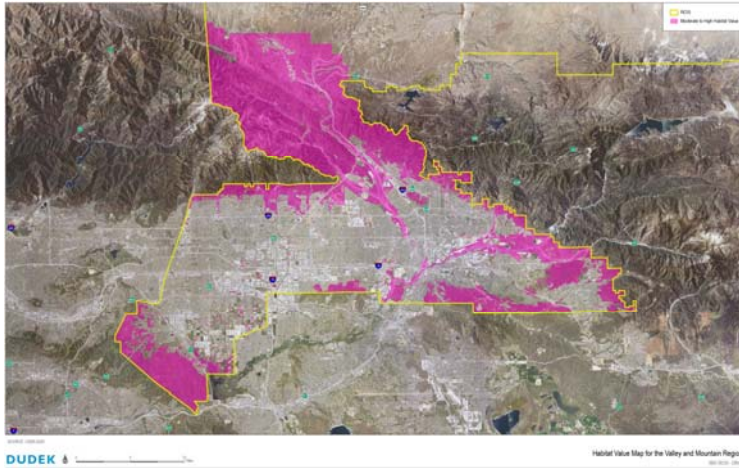
- 52 Focal Species including

- 3 amphibians
- 5 reptiles
- 11 birds
- 4 fish
- 2 invertebrates
- 10 mammals
- 17 plants

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Progress on Technical Aspects

- Habitat Value mapping



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3

Outreach & Coordination

Outreach & Coordination

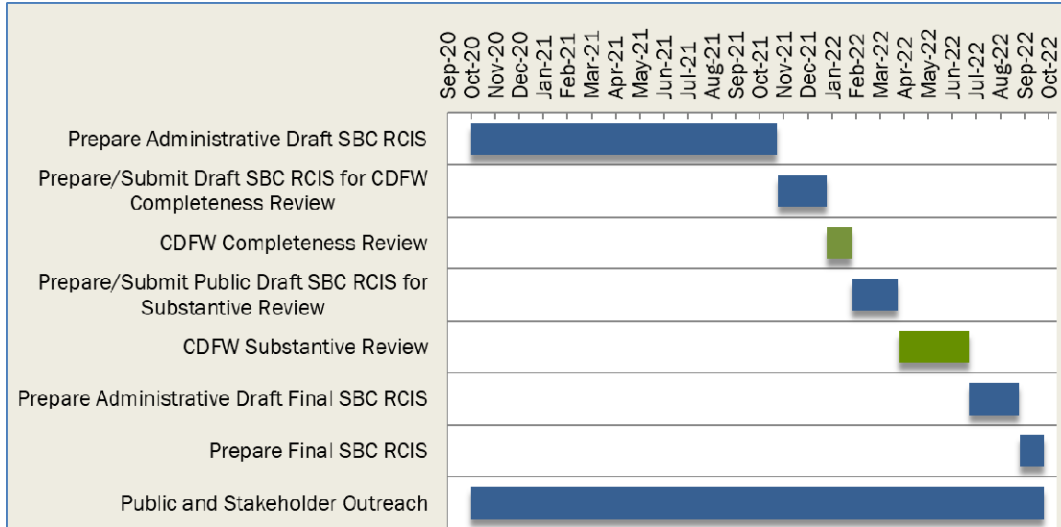
- EE Group – Stakeholder Meetings
 - Sep 2016; Mar 2017; Nov 2017; Mar 2019; Dec 2020; Jun 2021
- Outside experts input on technical topics: Focal Species and Habitat Value mapping
- Targeted stakeholder outreach
 - BIA, CALCima, CNPS, CBD, Defenders of Wildlife
- Parallel efforts
 - SCAG Working and Natural Lands Working Group
 - SCAG Greenprint
 - Joshua tree issues
- Steering Committee:
 - California Department of Fish and Wildlife
 - US Fish and Wildlife Service
 - EEG Chairs
 - SBCTA
 - County
 - SCAG
 - City representative (Victorville)
 - Defenders of Wildlife
 - The Nature Conservancy
- 5 meetings since December 2020

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Upcoming Schedule

Upcoming Schedule



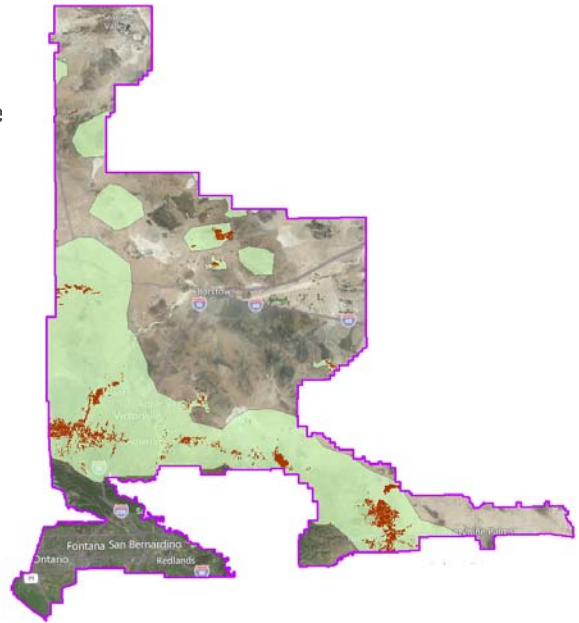
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SBC RCIS and the Western Joshua Tree

SBC RCIS and the Western Joshua Tree

- Western Joshua tree (*Yucca brevifolia*) is a Candidate species for listing under the California Endangered Species Act and a Focal Species in the SBC RCIS
- SBC RCIS provides a conservation strategy for western Joshua tree:
 - Goals & Objectives
 - Conservation Actions
 - Prioritized conservation areas
- Once approved, the SBC RCIS will allow for:
 - Streamlined mitigation identification if CDFW Incidental Take Permits are necessary
 - The establishment of Mitigation Credit Agreements (MCAs)



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Discussion

CONTACT:
Josh Lee
jlee@gosbcta.com

Mike Howard
mhoward@dudek.com

Minute Action

AGENDA ITEM: 27

Date: *October 6, 2021*

Subject:

Update - Request for Proposals No. 21-1002450 for Tunnel to Ontario International Airport

Recommendation:

Receive and file an update on Request for Proposals No. 21-1002450 for the Tunnel to Ontario International Airport Infrastructure Developer contract issued to The Boring Company.

Background:

In accordance with direction from the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) on February 3, 2021, staff has been proceeding with a Request for Proposals (RFP) process subsequent to receipt of a Statement of Qualifications (SOQ) from The Boring Company in response to the competitive Request for Qualifications (RFQ) No. 21-1002450 solicitation for the Tunnel to Ontario International Airport (ONT) Infrastructure Developer. Staff was targeting presentation of the proposed contract to the SBCTA Board for approval no later than October 6, 2021. Negotiations are on-going and the contract is not ready for consideration by the SBCTA Board. This item is being agendaized to allow staff to provide a verbal update on the status of RFQ No. 21-1002450 procurement discussions.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget.

Reviewed By:

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

Responsible Staff:

Carrie Schindler, Director of Transit and Rail Programs

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

Entity: San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 28

Date: *October 6, 2021*

Subject:

Regional Equity Study Contract No. 22-1002691 with UCR

Recommendation:

That the Board, acting as the San Bernardino Associated Governments:

Approve Contract No. 22-1002691 for \$200,000 with University of California Riverside for the completion of the Regional Equity Study.

Background:

Staff has been working with the Equity Ad Hoc Committee and the Board of Directors regarding regional equity. In May 2021, the Board directed staff to work with the University of California Riverside (UCR) Center for Social Innovation (CSI) to complete a Regional Equity Study (RES). The RES will be the starting point for determining communities within jurisdictions that are affected by inequities. By drilling down to the Census Tract level and identifying disadvantaged communities demographically and geospatially, San Bernardino Associated Governments (SBCOG) can better understand the specific challenges faced by the specific disadvantaged communities. In understanding the challenges, SBCOG can better provide recommendations and options regarding policy intervention to address the challenges.

UCR was the best choice for this study as we partner with them on a multitude of programs and studies. SBCOG is a public sector advisor to UCR's Center for Social Innovation. In this function, SBCOG staff meets with UCR CSI quarterly and provide direction to the organization, and SBCOG has partially funded UCR CSI studies on points of interest. UCR CSI was the lead for the 2020 Census effort and established relationships both with government agencies and local non-profits across the county. These relationships will be integral in finding access to the communities they serve.

The RES will be completed in 14 months by UCR's CSI for a cost of \$200,000. The attached scope of work includes data gathering, data analysis, and creation of an e-Study with deliverables:

- Map layers
- Public-facing dashboard
- GIS data analysis
- Narrative story maps

The work completed through the RES will not only stand alone for use by SBCOG, other local agencies, including San Bernardino County Transportation Authority (SBCTA), stakeholders, and the general public, but will also be utilized immediately for the completion of the Senate Bill (SB) 1000 toolkit being completed by the SBCTA Planning Department. The toolkit will provide options for local agencies completing General Plan updates that must now address Environmental Justice within the documents. Additionally, the RES will inform policy and project decisions to be made from an equity lens.

Entity: San Bernardino Council of Governments

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Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget.

Reviewed By:

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

Responsible Staff:

Monique Reza-Arellano, Council of Governments and Equity Programs Manager

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

General Contract Information

Contract No: 22-1002691 Amendment No.: _____
 Contract Class: Payable Department: Council of Governments
 Vendor No.: 03135 Vendor Name: The Regents of the University of California
 Description: Regional Equity Study

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	200,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment				Current Amendment		\$	-
Total/Revised Contract Value		\$	200,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	200,000.00

Contract Authorization

Board of Directors Date: 10/06/2021 Board Item # 7935

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? Yes No Budget Adjustment _____

Local _____ Services _____

Accounts Payable

on date executed by _____

Estimated Start Date: SBCTA Expiration Date: 10/06/2022 Revised Expiration Date: _____

N/A N/A N/A

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:	Total Contingency:
GL: 2911	01	0501	0000	52005	48007000		Fees for Pace Funding	\$ 200,000.00	\$ -
GL:								200,000.00	-
GL:									-
GL:									-
GL:								-	-
GL:								-	-
GL:								-	-
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GL:								-	-

Monique Reza-Arellano

Duane Baker

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS 22-1002691, revised 9/1/2021 [Revision 1] (7935 : Regional Equity Study Contract No. 22-1002691 with UCR)

CONTRACT NO. 22-1002691**FOR****REGIONAL EQUITY STUDY****BY AND BETWEEN**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS, DBA SAN BERNARDINO
COUNCIL OF GOVERNMENTS**

AND

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS
RIVERSIDE CAMPUS**

This contract (referred to as “Contract”), is made and entered into by and between the San Bernardino Associated Governments, dba San Bernardino Council of Governments (“SBCOG”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and The Regents of the University of California, on behalf of its Riverside campus (“CONSULTANT”), whose address is 245 University Office Building, University of California, Riverside, CA 92521-0217. SBCOG and CONSULTANT are each a “Party” and collectively the “Parties”.

RECITALS:

WHEREAS, SBCOG requires certain work services as described in Exhibit “A” of this Contract and;

WHEREAS, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience, and is fully capable and qualified to perform the services identified herein; and

WHEREAS, CONSULTANT desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A “Scope of Work” (“Work”), in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word “Work” includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed in accordance with Exhibit A.

- 1.2 The Project Manager for this Contract is Monique Reza-Arellano or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Executive Director of SBCOG or his or her designee. The Project Manager shall have authority to act on behalf of SBCOG in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence on the effective date (“Effective Date”) and shall continue in full force and effect through December 31, 2022, 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 costs incurred prior to the October 20, 2021.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein, and in compliance with all the terms and conditions of this Contract, shall be on a Cost Reimbursement basis for all obligations incurred in, or application to, CONSULTANT’s performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCOG) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Two Hundred Thousand Dollars (\$200,000.00). All Work provided under this Contract is to be performed as set forth in Exhibit A “Scope of Work”, and shall be reimbursed pursuant to Exhibit B “Price Form” for CONSULTANT’s direct labor costs, supplies, and indirect costs. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCOG and shall be reimbursed in accordance with CONSULTANT’s travel and per diem policy (<https://accounting.ucr.edu/travel-entertainment>). SBCOG will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCOG as required under this Contract.
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCOG. It shall be CONSULTANT’s responsibility to recognize and notify SBCOG 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” Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. INVOICING

- 4.1 CONSULTANT shall submit monthly invoices and shall receive payment within forty-five (45) calendar days after receipt of an invoice by SBCOG, prepared in accordance with instructions below.

- 4.2 CONSULTANT shall prepare monthly invoices in its standard template and shall be submitted to SBCOG for their review and payment. CONSULTANT shall retain all supporting documentation which will be provided upon request. Each invoice shall include SBCOG's contract number, billing period and expenses requested for reimbursement by budget category. Invoices shall be submitted within thirty (30) calendar days for the period covered by the invoice. Invoices shall include request for payment for Work completed by CONSULTANT during each billing period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCOG has received all Work and deliverables. Invoices should be e-mailed to SBCOG at the following address:

ap@gosbcta.com

- 4.3 CONSULTANT shall include a certification with each invoice to SBCOG, that all expenditures reported or payments requested are for appropriate purposes and in accordance with the Work performed by CONSULTANT, pursuant to the Contract for the invoice period. SBCOG shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such certification.
- 4.4 Intentionally Omitted
- 4.5 No payment will be made for any Work not included in the Scope of Work, nor for any Work performed prior to the Effective Date, nor for any Work under any amendment to the Contract until SBCOG's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the completion of all Work performed under this Contract, no later than thirty (30) calendar days from the receipt of payment from SBCOG and receipt of an invoice from subconsultant. CONSULTANT also agrees to return any retainage payments to each subconsultant within thirty (30) calendar days after the subconsultant(s) work is completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval by SBCOG. SBCOG reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCOG also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultants, which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.
- 4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCOG.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein, shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by

CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT 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 appropriated and/or allocated and available to SBCOG for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCOG at the end of the period for which funds are available. When SBCOG becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCOG from its obligation to compensate CONSULTANT for work already performed pursuant to this Contract. No penalty shall accrue to SBCOG in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) and required registrations necessary for CONSULTANT to perform Work identified herein.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 CONSULTANT 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 SBCOG, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCOG, and the California State Auditor, or other authorized representatives of SBCOG, access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCOG and its representatives or agents to reproduce any materials as reasonably necessary.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCOG and/or any state or federal agency funding this Project at any time, with prior notice and during standard business hours. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted, if necessary, by CONSULTANT.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

- 9.1 CONSULTANT 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 Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify

any unusual circumstances or uncertainties which could pose potential risk to SBCOG or the Project, CONSULTANT shall immediately document such matters and notify SBCOG in writing. CONSULTANT shall also similarly notify SBCOG in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCOG to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 10. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCOG to determine if CONSULTANT is performing in accordance with the Scope of Work, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 11. CHANGES

- 11.1 The Work shall be subject to changes by additions, deletions, or revisions made by mutual agreement of the Parties. Parties will be advised of any such changes by written notification describing the change. This notification will not be binding on SBCOG until SBCOG's Awarding Authority has approved an amendment to this Contract.
- 11.2 Promptly after such written notification of change is given the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY

- 12.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 12.2 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 SBCOG's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 13. CONFLICT OF INTEREST

CONSULTANT 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 Work required under this Contract or be contrary to the interests of SBCOG as to the Project. CONSULTANT further agrees that in the performance of this Contract no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCOG, in writing, any conflict of interest issues as soon as they are known to CONSULTANT.

ARTICLE 14. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCOG in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rates) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCOG's Project Manager. CONSULTANT shall not substitute any key personnel without the prior written consent of SBCOG. In the event that the Parties cannot agree as to the substitution of key personnel, SBCOG may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Beth Tamayose, Ph.D.	Principal Investigator/Overall oversight

ARTICLE 15. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective professions.

ARTICLE 16. CONFIDENTIALITY

- 16.1 SBCOG acknowledges that CONSULTANT as a public, non-profit educational institution would prefer not to accept any confidential information of SBCOG. However, should SBCOG find it necessary to disclose to CONSULTANT any proprietary or confidential information of SBCOG in order to accomplish the objectives of the Work, SBCOG shall do so in accordance with the requirements of this Section. Any information considered proprietary or confidential by SBCOG shall be provided to CONSULTANT (i) in writing and clearly identified as such, or if orally disclosed, identified as proprietary or confidential at the time of disclosure and reduced to writing within thirty (30) days by SBCOG; and, (ii) solely to the principal investigator, (hereinafter, "Confidential Information"). Notwithstanding the foregoing, Confidential Information shall not include any information which is: a) published or otherwise available to the public other than by breach of this Contract by CONSULTANT; b) rightfully received by CONSULTANT from a third party without confidential limitations; c) independently developed by CONSULTANT d) known to CONSULTANT prior to its first receipt from SBCOG; e) hereinafter disclosed by SBCOG to a third party without restriction on disclosure; f) approved for release by written authorization of SBCOG; or (g) required to be disclosed to the extent mandated by legal, accounting or regulatory requirements. CONSULTANT shall use reasonable efforts, in accordance with CONSULTANT's treatment of its own confidential information to maintain its confidentiality, to prevent the disclosure of Confidential Information to third

parties for a period of three (3) years from the date of disclosure of such Confidential Information.

ARTICLE 17. TERMINATION

- 17.1 Termination for Convenience - Either Party 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 the other Party specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCOG's instruction, and shall turn over such Work in accordance with SBCOG's instructions.
- 17.1.1 CONSULTANT shall deliver to SBCOG all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCOG. Upon such delivery, CONSULTANT may then invoice SBCOG for payment in accordance with the terms herein.
- 17.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCOG as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work s executed to the date of termination and non-cancellable obligations incurred prior to the effective date of termination of the Contract, including without limitation, any support for any student of CONSULTANT for the duration of the then current academic quarter .
- 17.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCOG's instructions plus the actual cost necessarily incurred in effecting the termination.
- 17.2 Termination for Cause - This Contract may be terminated by either Party, if the other Party breaches any material obligation provided hereunder and the breaching Party fails to cure such breach within thirty (30) days from receipt of notice outlining the nature of the breach. In the event such material breach is not cured within the applicable period of time noted above, then the non-breaching Party may immediately terminate this Contract by providing written notice to the other Party. CONSULTANT shall make good faith efforts to avoid incurring additional costs following either Party's notice of termination.
- 17.2.1 CONSULTANT shall deliver to SBCOG all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCOG within thirty (30) days of said notice.

ARTICLE 18. CLAIMS

SBCOG shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCOG in writing. SBCOG shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

ARTICLE 19. INSURANCE

19.1 The CONSULTANT is permissibly self-insured and shall maintain adequate levels of insurance through the contract term. A copy of such certificate of insurance shall be provided upon request.

ARTICLE 20. INDEMNITY

20.1 Intentionally omitted.

20.2 The Parties agree to defend, indemnify and hold one another, their officers, employees and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages directly resulting from the performance of this Contract, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party.

ARTICLE 21. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract.

ARTICLE 22. OWNERSHIP OF DATA

CONSULTANT shall, in accordance with established CONSULTANT policies and practice, keep notes and records of data and information generated in the performance of the Work under this Contract (hereinafter "Data"). CONSULTANT shall provide SBCOG with a final report within ninety (90) days of the end of this Contract setting forth a summary and analysis of Data developed hereunder. CONSULTANT shall own all right, title and interest in and to any and all Data developed from and arising out of the Contract. Subject to Article 16 and 33, CONSULTANT shall have the unrestricted right to copyright, publish, disclose, disseminate and use, in whole or in part, all such Data. SBCOG shall have the right to use all written reports provided to SBCOG for its internal-research purposes.

ARTICLE 23. SUBCONTRACTS

23.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCOG in writing of the intended subcontracting and obtaining SBCOG's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.

23.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will be flowed down the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate

all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCOG, CONSULTANT shall furnish SBCOG a copy of the proposed subcontract for SBCOG's approval of the terms and conditions thereof and shall not execute such subcontract until SBCOG has approved such terms and conditions. SBCOG approval shall not be unreasonably withheld.

- 23.3 Approval by SBCOG of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCOG. CONSULTANT shall have sole responsibility for managing all of its subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 24. INDEPENDENT CONTRACTOR

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

ARTICLE 25. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, 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 the Contract.

ARTICLE 26. 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, 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 hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 27. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT certifies that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 28. PRECEDENCE

- 28.1 The Contract consists of this Contract Articles, Exhibit A “Scope of Work”, and Exhibit B “Price Form”, all of which are incorporated into this Contract by this reference.
- 28.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, and last, CONSULTANT’s proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 28.3 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, CONSULTANT shall notify SBCOG in writing within three (3) business days of its discovery and shall coordinate with SBCOG to resolve such conflict.

ARTICLE 29. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCOG of any contact information changes within ten (10) business days of the change.

To: CONSULTANT	To: SBCOG
ADDRESS: 245 University Office Building	1170 W. 3rd Street, 2nd Floor
ADDRESS 2: Riverside, CA 92521-0217	San Bernardino, CA 92410-1715
Attn: Ursula Prins	Attn: Monique Reza-Arellano
EMAIL: ursula.prins@ucr.edu	mreza-arellano@gosbcta.com
Copy:	Copy: Procurement Manager
EMAIL: awards@ucr.edu	procurement@gosbcta.com
Phone: (951) 827-4968	Phone: (909) 884-8276

ARTICLE 30. DISPUTES

- 30.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the Parties agree to try in good faith to settle the dispute by mediation pursuant to California Evidence Code Section 1115 et seq. before resorting to arbitration or litigation. The mediator(s) shall assist the Parties in reaching a settlement, but shall have no authority to make a binding decision or award.
- 30.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 31. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCOG, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 32. REVIEW AND ACCEPTANCE

All Work performed by CONSULTANT shall be subject to periodic review by SBCOG at any and all places where such performance may be carried on. Failure of SBCOG to make such review shall not prejudice the rights of SBCOG at the time of final review. All Work performed by CONSULTANT shall be subject to periodic and final review by SBCOG upon completion of all Work.

ARTICLE 33. PUBLICATION

SBCOG acknowledges and agrees that CONSULTANT's fundamental consideration in performing the Work under this Contract shall be CONSULTANT's right to first publish the results of such Work for academic and scientific purposes. CONSULTANT shall submit any proposed manuscript for publication to SBCOG thirty (30) days prior to the submission for publication, and any proposed abstract to SBCOG seven (7) days prior to submission for publication ("Review Period"). In the event SBCOG identifies any Confidential Information (as defined in Article 16)) contained in such proposed publication or abstract, SBCOG shall notify CONSULTANT during the applicable Review Period and specifically identify the Confidential Information. CONSULTANT shall delete such Confidential Information from the proposed publication or abstract. In the event SBCOG identifies any patentable subject matter contained in the proposed publication, SBCOG shall notify CONSULTANT of such matter during the Review Period and CONSULTANT shall either (i) delay the proposed publication for a period of up to sixty (60) days from the date of receipt of SBCOG's notification in order to obtain appropriate patent protection thereon, or (ii) delete the enabling portion from the proposed publication and proceed with publication. CONSULTANT shall have the right to acknowledge SBCOG's support of the Work performed under this Contract in scientific publications and other scientific communications. Should CONSULTANT delay any proposed publication at the request of SBCOG for obtaining appropriate patent protection on the subject matter disclosed in such proposed publication, SBCOG shall reimburse CONSULTANT for all expenses incurred by CONSULTANT in seeking such patent protection

ARTICLE 34. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCOG periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Scope of Work and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCOG.

ARTICLE 35. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with all reasonable safety instructions issued by SBCOG or their representatives.

ARTICLE 36. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990, Government Code section 8350 et seq.

ARTICLE 37. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCOG. SBCOG's exercise of consent shall be within its sole discretion. Any purported assignment without SBCOG's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. 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.

ARTICLE 38. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 39. PREVAILING WAGES

Intentionally omitted.

ARTICLE 40. CONTINGENT FEE

CONSULTANT certifies, 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 CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCOG has the right to terminate this Contract without liability, pay for the Work actually performed and all non-cancelable obligations of CONSULTANT.

ARTICLE 41. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is 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, fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either 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 CONSULTANT.

ARTICLE 42. WARRANTY

CONSULTANT certifies that all Work performed shall be in accordance with the Contract and Exhibit A, Scope of Work. All Work performed is provided "as is" and CONSULTANT makes no warranties, express, implied or statutory, and expressly disclaims any and all implied warranties of merchantability, fitness for a particular purpose, title and noninfringement.

ARTICLE 43. ENTIRE DOCUMENT

43.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this

Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.

- 43.2 No agent, official, employee or representative of SBCOG has any authority to bind SBCOG to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 43.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 44. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans with Disabilities Act in performing Work under this Contract.

ARTICLE 45. USE OF NAME

Neither Party will use the name of the other Party or its employees in any advertisement or press release without the prior written consent of the other Party. SBCOG acknowledges that the California Education Code section 92000 provides that the name "University of California" is the property of the State of California and that SBCOG's use of the name "University of California" must also comply with such section. SBCOG acknowledges that CONSULTANT maintains a list of all research projects, which list shall contain the name of SBCOG and the title of the Work, and that CONSULTANT may make use of such list consistent with its obligations as an academic institution.

ARTICLE 46. EFFECTIVE DATE

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

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

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

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA, ON
BEHALF OF ITS RIVERSIDE
CAMPUS**

**SAN BERNARDINO
ASSOCIATED GOVERNMENTS,
DBA SAN BERNARDINO
COUNCIL OF GOVERNMENTS**

By: _____
Ursula N. Prins
PreAward Manager

By: _____
Curt Hagman
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Jeffery Hill
Procurement Manager

Date: _____

EXHIBIT “A”
“SCOPE OF WORK”

DRAFT

EXHIBIT “B”
“PRICE FORM”

DRAFT

Exhibit A

Regional Equity Study Scope of Work

Background

As the San Bernardino Council of Governments, SBCOG has the unique opportunity to engage all 24 city and town jurisdictions and the 5 county supervisor districts as there is no other official forum in this area which affords the opportunity.

Study Purpose

SBCOG envisions the Region-wide study as the starting point for determining communities within jurisdictions that are affected by inequities. By drilling down to the Census Tract level and identifying disadvantaged communities demographically and geospatially, SBCOG can better understand the specific challenges faced by the specific disadvantaged communities. In understanding the challenges, SBCOG can better provide recommendations and options regarding policy intervention to address the challenges.

Definitions

Disadvantaged Community: Disadvantaged communities refers to the areas throughout California which most suffer from a combination of economic, health, and environmental burdens. These burdens include poverty, high unemployment, air and water pollution, presence of hazardous wastes as well as high incidence of asthma and heart disease. One way that the state identifies these areas is by collecting and analyzing information from communities all over the state. CalEnviroScreen, an analytical tool created by the California Environmental Protection Agency (CalEPA), combines different types of census tract-specific information into a score to determine which communities are the most burdened or "disadvantaged."

Other indicators used by federal, state, and local agencies:

- Population on free lunch program
- Poverty rate
- Population composition (race, marital status, age, and ability to speak English)
- Personal Disruption (unemployment status, educational attainment, poverty and marital status)

Senate Bill (SB) 1000: In an effort to address the inequitable distribution of pollution and associated health effects in low-income communities and communities of color, the Legislature passed and Governor Brown signed SB 1000 in 2016, requiring local governments to identify environmental justice communities (called "disadvantaged communities") in their jurisdictions and address environmental justice in their general plans. This new law has several purposes, including to facilitate transparency and public engagement in local governments' planning and decision making processes, reduce harmful pollutants and the associated health risks in environmental justice communities, and promote equitable access to health-inducing benefits, such as healthy food options, housing, public facilities, and recreation.

Scope of Work

1. Geospatial Baseline GIS study report and map of Disadvantaged Communities (DAC) County-wide.

Baseline Geographic Information System (GIS) study to exhibit existing condition for all census tracts in Disadvantaged Communities and report of areas, demographics, and any other data necessary to create a community profile. Define Communities and justify definition and boundaries by smallest geographical area possible, which may include parcel level, census block, or by zip code.

1.1 Data Gathering- *Team to review and utilize existing data for communities located in Disadvantaged Communities located in all incorporated jurisdictions, in the County of San Bernardino including the jurisdiction of the unincorporated County. Data sets and GIS sets will include but not be limited to the following, and the consultant will provide additional data sources as necessary:*

- US Census Bureau Data and Reports
- SBCOG/SBCTA GIS Data and Reports
- SCAG Data and reports
- Omnitrans GIS Data and Reports
- Victor Valley Transit GIS Data and Reports
- City GIS Data and Reports
- County GIS Data and Reports
 - Department of Public Health
 - Department of Planning
 - Department of Mental Health
- Water Agency GIS Data and Reports
- State of CA GIS Data and Reports
 - Department of Education
 - Free/Reduced Meal
 - Voter Registration
 - Department of Justice
 - Office of Statewide Health Planning
 - Office of Environmental Health Hazard Assessment
 - CalEPA
 - CalEnviroScreen
 - Department of Public Health
 - Healthy Places Index
- Federal Departments GIS Data and Reports
 - HUD
 - Health and Human Services
 - Department of Agriculture
 - EPA

- CHP GIS Data and Reports
- SB County Fire GIS Data and Reports

1.2 Demographics Study: Study to create community profiles illustrating existing condition of the built environment within Disadvantaged communities. Goal: Analysis to be as granular as the data and analyses allow. The goal is to relay facts of the existing condition.

1.3 Disadvantaged Communities Survey. Create and administer a survey with the goal of providing a narrative/history of the area which will provide context/meaning to demographic findings.

Deliverables for Section 1:

- 1.1: Report of Data Gathered, sources, and uses.
- 1.2: GIS map of community profiles, and report of each community, including demographics, built environment condition, access to education, health, jobs, transportation, transit, water, clean air, open space, etc. as discussed in item 2 of the scope of work.
- 1.3 Surveys as best suited for multiple communities in multiple languages and administered through various media. Written summary report and story maps

2. Identify Barriers to Equity within the Built Environment Faced by Disadvantaged Communities.

Identify specific challenges for communities in regard to barriers to equity within the existing built environment. Define appropriate access to built-environment amenities. Through a geospatial study and report, discuss challenges and consequences of limited or no access to amenities such as grocery stores, transit lines, transit stops, and broadband availability. *Keep in mind the analysis must focus on the built environment.* Consultant must provide methodology and include additional data sets as needed and as available.

Areas to be studied as data is available:

- Built Environment amenities to be reported and mapped:
 - Transportation – SBCTA, OmniTrans, Victor Valley Transit,
 - Health Equity
 - Public Safety Response Times
 - Housing
 - Water
 - Sewer
 - Food deserts
 - Electricity/ access to AC
 - Internet access – difficult to find
 - Open Space
 - Sidewalks – inventory exists
 - Community/Recreation Centers
 - Child Care

- Facilities
- After School Programming
- Access to Higher Education – potentially a broadband issue
- Access to Health Care/Telehealth included
- Library Services
- PTAs/School District Facilities
- Healthy Communities

2.1 Create GIS Data Sets for each above-listed amenity and how they relate to each disadvantaged community.

2.2 Create Final Report discussing findings of all analysis with respect to disadvantaged communities, their geospatial make up, and the issues that intersect and create barriers to equity within the built environment.

Deliverables for Section 2:

2.1: GIS Data Sets, layers, and story maps for each amenity in relation to identified disadvantaged communities to be used on web, by local agencies, and for public consumption.

2.2: Report of Report of Amenities in the built-environment in relation to disadvantaged communities. Report to include information on barriers to equity specific to each amenity as it concerns each DAC. Final Report can include digital/interactive format where appropriate.

Section 3 Creation of the eStudy

Rather than being a typical hardcopy study with map layers, the Regional Equity Study is to be predominantly an eStudy. For SBCOG, the eStudy is something similar to a standalone website, where the contents of the Study can be viewed using an array of digital devices and follows design standards so that the Study content is visually appealing, interactive, and meets web accessibility requirements (WCAG 2.0).

Deliverables for Section 3:

- A public-facing dashboard that displays easy-to-understand data gathered in the data collection and analysis noted above. The main data gathering consists of aerial interpretation, GIS data analysis, site visits, surveys, and interviews.
- Write-up/story texts associated with any analysis or displayed dashboard data

PRICE FORM

SBCOG Regional Equity Study

TASK DESCRIPTION	BUDGET
1 GIS Study Report and Map	
1.1 Report of Data Gathered, Sources, and Uses	
1.2 GIS Map of Community profiles Surveys for multiple communities in multiple languages; written	
1.3 summary report and story maps	
2 Identify Barriers to Equity faced by DACs by Community	
2.1 GIS Data Sets, layers, story maps Report of Amenities in built-environment per DAC including	
2.2 digital/interactive format	
3 Creation of eStudy	
3.1 Public-facing dashboard	
3.2 Write ups/narrative associated with analysis displayed on dashboard	
Total	\$ 200,000.00

Minute Action

AGENDA ITEM: 29

Date: *October 6, 2021*

Subject:

Outdoor Equity Program Grant

Recommendation:

That the Board, acting as the San Bernardino Associated Governments:

- A. Receive a presentation on the Outdoor Equity Program and grant application.
- B. Approve Resolution No. 22-006 to be submitted with the grant application; pending further information from staff.

Background:

San Bernardino Council of Governments (SBCOG)/San Bernardino County Transportation Authority (SBCTA) is applying for a grant under the California State Parks Department to create and implement an Outdoor Equity program. The attached resolution is required by the California State Parks to be submitted with the application.

Project/Program: California State Parks is providing \$56 million through 2026 for its new Outdoor Equity Grant Program with the goal of increasing the ability of residents in low-income urban and rural communities to participate in outdoor experiences at state parks and other public lands.

If awarded a grant, the San Bernardino County (SBC) Outdoor Equity Program (OEP) will take low-income and at-risk youth on various nature trips to create opportunities for outdoor experiential learning, awareness-building and leadership development. The program will focus on developing these youth as leaders who can then help lead outdoor programming for others.

The attached draft resolution will be submitted with the grant application and contains certain certifications. One of these is that the grantee will consider inclusion as set forth in Public Resources Code § 80001 (b) (8) (a) – (g), which provides:

(8) To the extent practicable, as identified in the “Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters,” dated January 12, 2017, the public agencies that receive funds pursuant to this division will consider a range of actions that include, but are not limited to, the following:

- (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
- (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
- (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

Entity: San Bernardino Council of Governments

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

As shown in this report, the SBC OEP is planned to accomplish these actions.

Implementers: SBCOG will be the lead agency. Staff will issue an RFP if awarded to contract a program implementer. This contractor will be the program lead and will likely be another government agency or relatively large 501c3. This contractor will ensure coordination and staffing of outdoor programming, most of which will be provided by Lifting Our Stories (LOS), a 501c3 that creates experiential learning opportunities for struggling SBC youth in order to improve educational outcomes and baccalaureate attainment rates. LOS is Latino led and has significant ties with Latino and other youth of color.

Partners: The SBC OEP will work through numerous local partners including the Young Men's Christian Association (YMCA) of SBC, CalParks, SBC Parks, Garcia Center for the Arts, CalState University San Bernardino, California Conservation Corps, Redlands Conservancy, and SBC Public Health Department. Partners will host nature trips, facilitate outdoor activities, provide staffing support, and support service learning and mentorship for youth and young adults participating in the program. We are actively recruiting and conducting planning with other potential partners who we hope to have participate, such as members of the San Manuel Band of Mission Indians, the Arts Council, and SBC Economic Development Department.

Area of Operation/Beneficiaries: Outdoor programming will occur primarily in San Bernardino County at county, state and national parks and at privately-owned locations like Camp Edwards operated by the YMCA. The OEP grant requires a Community Home Base located in a disadvantaged area wherein community activities and nature trips will be organized. Garcia Center for the Arts has been selected due to its location in a high poverty neighborhood, strong ties in the community with low-income residents, and proximity to nearby public schools. Participating youth will be drawn from the surrounding community, San Bernardino High School and Arrowview Middle School (focusing on youth with high absenteeism rates and multiple disciplinary issues), and local nonprofits serving at-risk youth.

Cost: We are seeking a maximum award amount of \$700,000 over 3 years, which, if we are successful in being awarded the grant, will entirely fund the SBC OEP. The grant will cover costs of programming, staffing, supplies, transportation, insurance, and some management and planning expenses. The SBC OEP is being designed to be sustained by the OEP grant alone; however, some additional sources of both in-kind and financial support are available if needed.

Board of Directors Agenda Item

October 6, 2021

Page 3

Should the grant be awarded, SBCOG/SBCTA staff will follow California State Parks Department's guidelines for acquiring a consultant to manage the program, which will require Board of Directors (Board) approval of a consultant contract. A sample contract is provided by the California State Parks Department within the attached program guidelines and begins on page 22 of the packet. The grant application deadline is October 8, 2021, and the attached resolution will be submitted with the application packet should it be approved.

It should be noted that the standard contract language will likely not be amended or modified. This is of particular note with regard to indemnity—SBCOG will be required to indemnify and defend the State, should it be sued related to this program, which could result in SBCOG funding two legal defenses (i.e., that of SBCOG and that of the State). This program has risks, as it involves children, travel, and outdoor activity. However, SBCOG is adequately insured to cover these potential costs; further, SBCOG will seek indemnification and insurance from its contractor(s).

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 General Policy Committee on September 8, 2021. SBCOG General Counsel and Risk Manager have reviewed this item and the draft resolution.

Responsible Staff:

Monique Reza-Arellano, Council of Governments and Equity Programs Manager

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

RESOLUTION NO. 22-006

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO ASSOCIATED GOVERNMENTS APPROVING THE APPLICATION FOR OUTDOOR EQUITY GRANT PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Outdoor Equity Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope program;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Bernardino Associated Governments ("SANBAG") hereby: **APPROVES THE FILING OF AN APPLICATION FOR THE SAN BERNARDINO COUNTY OUTDOOR EQUITY PROGRAM AND**

Section 1. Certifies that said SANBAG (Applicant) has or will have available, prior to commencement of any work on the program(s) included in this application, the sufficient funds to complete the program(s); and

Section 2. Certifies that if the grant is awarded, the Applicant has or will have sufficient funds to operate the program(s) as described in the Grant Selection Criterion response, and

Section 3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

Section 4. Delegates the authority to the Executive Director to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

Section 5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Section 6. Will consider promoting inclusion per Public Resources Code §80001(b) (8 A-G).

APPROVED AND ADOPTED the 1st day of September, 2021

I, the undersigned, hereby certify that the foregoing Resolution Number 22-006 was duly adopted by the **Board of Directors** following a roll call vote:

Ayes:

Noes:

Absent:

Marleana Roman, Clerk of the Board
San Bernardino County Transportation Authority

PASSED AND ADOPTED at a meeting of the Board of Directors of the San Bernardino Associated Governments held on September 1, 2021.

By: _____
Curt Hagman, Board President
San Bernardino County Transportation Authority

ATTEST

By: _____
Marleana Roman, Clerk of the Board
San Bernardino County Transportation Authority

DRAFT

Attachment: DRAFT - Resolution No. 22-006 - Outdoor Equity Program (7999 : Outdoor Equity Program Grant)

**Grant Administration Guide
for the
Outdoor Equity Grant Program**

July 27, 2021



**State of California
The Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)**

"Creating Community through People, Parks, and Programs"

Phone: (916) 653-7423

Website: <http://www.parks.ca.gov/oep>

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**



Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Community Engagement Division Mission

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

The Office of Grants and Local Services Mission

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS VISION GOALS

To Be:

- A leader among park and recreation professionals.
- Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- Honest, knowledgeable, and experienced grant administration facilitators.
- Sensitive to local concerns while mindful of prevailing laws, rules, and regulations.
- Perceptive to opportunities for partnerships, growth, and renewal where few existed before.
- Committed to providing quality customer service in every interaction and transaction.
- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, legislative members, and department employees.

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Words and terms shown in SMALL CAPS are found in the definitions section.

Grant Process

This guide provides grant administration procedures and requirements for competitive PROJECTS funded by AB 209, the Outdoor Equity Grants Program. OGALS retains the right to waive requirements not mandated by statute.

1. Applicants receive a letter from OGALS indicating an application has been selected for funding.
2. Applicants attend a mandatory grant administration workshop.
3. If applicable, applicant fulfills any unmet application requirements.
4. Applicant provides insurance documents (see page 8).
5. OGALS sends a contract to the applicant:
 - a. The CONTRACT section, beginning on page 22, includes a sample contract.
 - b. The applicant returns the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS within 60 days of receipt.
 - c. OGALS returns a copy of the fully executed contract, at which point the applicant becomes a GRANTEE.
6. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for ELIGIBLE COSTS. The GRANT payments section, beginning on page 13, provides payment request instructions and forms.
 - The GRANTEE completes PROJECT no later than December 31, of the year before the GRANT liquidation date as shown on the contract.
 - The GRANTEE sends PROJECT COMPLETION PACKET(s) to OGALS no later than March 31, of the year the GRANT liquidates.
 - OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS.
7. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 30, provides directions and an Audit Checklist for DPR audit and accounting requirements.
 - Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
 - GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE's interest against poor workmanship, fraud, or other potential loss associated with the PROJECT.
 - PROJECTS must be accessible.

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

If claiming IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet in advance for OGALS review to confirm these accounting practices are being followed.

Background Checks

OGALS encourages GRANTEES to take appropriate measures to ensure the safe supervision of vulnerable groups including minors, elderly, and dependent adults during outdoor education programs. Background checks on staff and volunteers can be an effective tool. Resources available to GRANTEES include the Office of the Attorney General, and the National Sex Offender Public Web Site.

[Fingerprint Background Checks | State of California - Department of Justice - Office of the Attorney General](#)

[United States Department of Justice National Sex Offender Public Website \(nsopw.gov\)](#)

Special Requirements

- Program Recognition
- Status Reports (page 6)
- Insurance and Fidelity Bond (page 8)
- For non-profit GRANTEES: Three bid process (page 11)

Program Recognition

The GRANTEE shall recognize the Outdoor Equity Grants Program on any PROJECT announcements, social media, website, marketing materials, and news releases using the phrase: "This program funded by the Outdoor Equity Grants Program, created through AB 209 and administered by California State Parks, Office of Grants and Local Services."

Status Reports

OGALS will send a Status Report every six months until receipt of a PROJECT COMPLETION PACKET. Payment requests will not be processed if Status Reports are overdue. See sample on following page.

Sample Status Report – Due xx/xx/20xx (30 days from mail date)

Grantee:

Project Number:

Project Name:

Project Scope:

Project Phase: ☐ Pre-Activities ☐ Activities

Estimated date of project completion: [Click or tap to enter a date.](#)

Potential obstacles affecting completion: [Click or tap here to enter text.](#)

Is the project: On Time? [Choose an item.](#) Within Budget? [Choose an item.](#) Within Scope? [Choose an item.](#) If any response is no, explain: [Click or tap here to enter text.](#)

Describe grant-funded programming completed since (DATE).

- Pre-Activities (planning, etc): [Click or tap here to enter text.](#)
- Activities (Provide recent photos and/or videos)

Number of activities since: [Click or tap here to enter text.](#)

Youth served since: [Click or tap here to enter text.](#)

Describe the effectiveness of partnerships: [Click or tap here to enter text.](#)

Describe how the activities are meeting the project's goals and objectives: [Click or tap here to enter text.](#)

Describe the tools used to measure those outcomes: [Click or tap here to enter text.](#)

Describe grant-funded work expected to be completed by (MailDate + 6 mos):
[Click or tap here to enter text.](#)

If there have been any changes to the funding for this project, attach a revised Funding Sources Form (see Application Guide page 31).

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

X

Authorized Representative

Insurance Requirements

GRANTEES must provide OGALS with an insurance accord showing proof of insurance for the contract performance period, which must be kept current for at least six months after the date of the final GRANT payment. Grant payments will not be processed without proof of current and appropriate insurance. GRANTEES shall confirm with their insurance provider and check that the following items are specifically referenced in the insurance accord provided to OGALS.

A. Coverage term

Coverage shall be in force for the complete term of the Agreement. If insurance expires during the term of the grant, a new certificate of insurance must be received by OGALS at least ten (10) days prior to the expiration of the original insurance. Any new insurance policy must still comply with the original terms of the grant.

B. Policy cancellation or termination and notice of non-renewal

Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to OGALS. In the event GRANTEE fails to keep in effect at all times the specified insurance coverage, OGALS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

C. Deductible

GRANTEE is responsible for payment of any deductible or self-insured retention requirement contained within their insurance policy.

D. Primary clause

Any required insurance shall be primary, and not excess or contributory, to any other insurance carried by the GRANTEE, or by any other entity, including the State.

E. Insurance carrier required rating

All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the GRANTEE is self-insured for a portion or all of the insurance coverage period required by this Agreement, prior review of financial information including a letter of credit may be required before such self-insurance will be approved by OGALS.

F. Endorsements

Any endorsements required by OGALS must be included with all requested certificates of insurance and shall not be substituted by referring to such coverage on the certificate of insurance.

All policies or letters of self-insurance must use the CG-2010-1185 form or equivalent and include the following clause:

“The California Department of Parks and Recreation, Office of Grants and Local Services and the State of California, its officers, agents, employees, and servants are named as additional insured.”

In the case of the GRANTEE’S utilization of subcontractors to complete the scope of work pursuant to this Agreement, the GRANTEE shall include all subcontractors as insureds under GRANTEE’S insurance or shall supply evidence of insurance to OGALS equal to policies, coverages, clauses, and limits required of GRANTEE by this Agreement.

Any proposed change in the required insurance coverage status stated herein shall be reported to OGALS prior to the effective date of such change, and may result in restrictions being imposed on the usage of the grant monies or equipment.

G. Inadequate insurance

Inadequate or lack of insurance does not negate the GRANTEE’S obligations under the Agreement.

H. Commercial general liability

The GRANTEE shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The general liability coverage shall include coverage for all liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance coverage shall apply separately to each insured against whom claim is made or suit is brought subject to the GRANTEE’S limit of liability.

I. Vehicle insurance

In addition to general liability coverage required by Section H, the GRANTEE shall maintain the required insurance for all vehicles used in programs funded by grant money.

J. Vehicle liability

The GRANTEE shall maintain motor vehicle liability insurance coverage with limits required by State and Federal statute; but such limits shall not be less than \$1,000,000 combined single coverage limit per accident. Such insurance shall cover all liability and damages arising out of use of a motor vehicle for any purpose connected directly or indirectly with the Agreement, including owned, hired and non-owned motor vehicles.

K. Workers’ compensation and employer’s liability

The GRANTEE shall provide either (1) or (2) below:

1. The GRANTEE shall maintain statutory workers’ compensation and employer’s liability insurance coverage for all of its employees who will be engaged in the performance of the Agreement for the entire term of this Agreement.

Employer's liability coverage limits of \$1,000,000 are required. In addition, the GRANTEE shall forward a Waiver of Subrogation to OGALS.

2. If paid employees are not used to carry out the activities covered by this Agreement, then the Exemption of Workers' Compensation must be submitted to OGALS.

L. Self-insurance

If applicable, the GRANTEE shall provide evidence of self-insurance to OGALS.

OGALS reserves the right to request any additional information, as determined by OGALS, concerning the GRANTEE'S ability to adequately self-insure.

Fidelity Bond

(For nonprofit GRANTEES only)

Nonprofit GRANTEES must provide a copy of a current fidelity bond policy to their PROJECT OFFICERS before any payment requests can be approved by OGALS.

The premium cost for a fidelity bond is an ELIGIBLE COST.

A fidelity bond provides insurance covering fraudulent acts of GRANTEES' employees, volunteers, officers, and directors. The nonprofit is the party insured. DPR must be named as a Third-Party Loss Payee, i.e., the same as a bank on a car loan or a mortgage company on a home loan. The DPR address is: State of California, Dept. of Parks and Recreation, P.O. Box 942896, Sacramento, CA 94296-0001, Attn: Office of Grants and Local Services.

Coverage must be equal to or greater than the GRANT amount. If the GRANTEE'S existing coverage is lower than the GRANT amount, the GRANTEE needs to amend the coverage to equal or exceed the GRANT amount. Fidelity bond insurance must be kept current upon execution of the Grant Contract and shall be maintained for at least six months after the date of the final GRANT payment.

GRANTEES may obtain the fidelity bond through their general liability carrier, a major casualty insurance carrier, or a bonds specialty company. These sources are listed in the yellow pages or internet. For additional assistance OGALS offers these [fidelity bond frequently asked questions](#).

Three-Bid Process

(For nonprofit GRANTEES only)

1. Nonprofit GRANTEES must attempt to obtain three bids before awarding a contract on a GRANT-funded PROJECT for services greater than \$5,000.
 - Bid description must include the requirement to comply with §1771.5 of the State Labor Code.
 - Bid description must include all required PROJECT elements based on the original competitive application; Project Selection Criteria proposal and Grant Scope/Cost Estimate Form.
2. Nonprofit GRANTEE provides each bidder (potential contractor) the same written invitation for bid describing the PROJECT work to be performed based on "Best Value" (determined by price, quality of materials, equipment, and workmanship), and the required PROJECT elements based on the original competitive application.
 - By signing the GRANT CONTRACT, the nonprofit GRANTEE agreed to meet the specific objectives as described in the competitive Project Selection Criteria proposal.
3. Solicit bids by contacting at least three potential contractors or by invitation for bids advertising, or a combination of both methods.

4. The nonprofit GRANTEE's Board of Directors evaluates the bids to determine which contractor will provide the best value and will meet PROJECT requirements. The evaluation process must ensure no conflict of interest between the contractor and the nonprofit GRANTEE's Board of Directors. The nonprofit GRANTEE's Board of Directors need not necessarily accept the lowest bid, but a reasonable justification for the decision must be recorded in writing.
5. The Board of Directors selects a contractor and awards a contract.
6. For audit purposes, the nonprofit GRANTEE keeps records of steps 1 – 5 above.

Waiver of Three-bid Requirement

A waiver will be considered if less than 3 bids were received after solicitation, or when the GRANTEE provides justification for a non-competitive bid (sole source). To request a waiver of the three-bid process requirement, the non-profit GRANTEE must send a written request to the Project Officer assigned to the GRANT and explain why a waiver is required.

Grant Payments

Payments may be requested from OGALS once a PROJECT is approved, and the CONTRACT is encumbered. Payment requests are processed through the State Controller's Office and are mailed to the GRANTEE approximately six to eight weeks from the date OGALS approves the request.

OGALS may withhold payment if the GRANTEE has outstanding issues, such as:

- breach of any other contract with OGALS
- an unresolved audit exception
- an outstanding conversion
- park sites closed or inadequately maintained
- overdue Project Status Reports
- other unmet grant requirements

Payment Rules

1. Pre-award planning costs dating back to the appropriation date are eligible for a reimbursement of up to 5% of the GRANT amount.
2. Payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final REIMBURSEMENT payment. GRANTEES may contact their PROJECT OFFICER to request OGALS consider a reduced retention amount.
3. Group costs together to avoid frequent payment requests. Payment requests greater than \$10,000 are encouraged.

These items are required *prior* to requesting any payment, if applicable:

1. A sample timesheet *prior to* incurring any IN-HOUSE EMPLOYEE SERVICES costs.
2. When the bid process is required, provide a summary list of bidders, the recommendation by reviewer of bidders, notice of award, and contract agreement.

These items are required with every payment request, when applicable:

1. A Grant Expenditure Form (see page 16) is required with all reimbursement and final payment requests.
2. If a payment request includes IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet representing how employee staff time was tracked during the period of requested reimbursement.

Payment Request Form Instructions

- All payment request types (reimbursement, final, ADVANCE) require this form.
- A fillable, digital version of the [payment request form](#) is available at www.parks.ca.gov/grants.
- GRANTEES should submit payment requests digitally, as .pdf files. E-mail each document to the PROJECT OFFICER as a separate digital file, labeled as the document item. Retain all documents with original signatures with the PROJECT records.
- Round all amounts to the nearest whole dollar.
- A Grant Expenditure Form (see page 16) is required with all reimbursement and final payment requests.
- Complete the Payment Request Form as follows:
 1. PROJECT Number – Number assigned by OGALS when this PROJECT was approved
 2. Contract Number – As shown in Certification of Funding section of the contract
 3. APPLICANT – GRANTEE name as shown on the contract
 4. PROJECT Title – Name of the PROJECT as shown in the Application
 5. Type of Payment – check appropriate box on form
 6. Payment Information – round down to the nearest dollar
 7. Send Warrant To – agency name, address, and contact person
 8. Signature of AUTHORIZED REPRESENTATIVE

Payment Request Form

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER	2. CONTRACT NUMBER _____
3. APPLICANT	
4. PROJECT NAME	
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final	
6. PAYMENT INFORMATION <i>(Round all figures to the nearest dollar)</i>	
a. Grant Project Amount	\$ _____
b. Funds Received To Date	\$ _____
c. Available (a. minus b.)	\$ _____
d. Amount Of This Request	\$
e. Remaining Funds After This Payment (c. minus d.)	\$ _____
7. SEND WARRANT TO:	
AGENCY NAME	
STREET ADDRESS	
CITY/STATE/ZIP CODE	
8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	
<i>I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.</i>	
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE
DATE	
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY	
PAYMENT APPROVAL SIGNATURE	DATE

DPR 212 (Rev. 3/2015)(Excel 3/3/2015)(Page 1 of 2)

Attachment: OEP_Grant_Administration_Guide_7.27.21_rem_7.30.21 (7999 : Outdoor Equity Program Grant)

Grant Expenditure Form

All payment requests require a summary of costs incurred. An electronic version of the [grant expenditure form](#) and other grant forms can be found on the OGALS website. GRANTEES may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS on request. Only provide the following information to OGALS:

Project Number:

Warrant/ Check # (1)	Date (2)	Recipient (3)	Scope Item (4)	Purpose (5)	Amount (6)
TOTAL					\$

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Electronic payment numbers/electronic funds transfer numbers in the “Warrant/Check Number” column are acceptable. Include an “EP” next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE’S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked, and a sample timesheet.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity providing services and/or materials.

Column (4) Activity in the Community or Nature Area Trip identified in Grant Scope/Cost Estimate Form.

Column (5) Brief description of cost such as equipment, transportation, supplies, labor.

Column (6) Amount of reimbursement requested

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31, of the year the GRANT liquidates, as shown on the contract.

GRANTEES should submit documents digitally, as .pdf files. E-mail the documents to the PROJECT OFFICER as separate .pdf files for each document. Retain all documents with original signatures with PROJECT records. GRANTEES should follow up with PROJECT OFFICER to confirm documents were received.

The final payment (not less than 20% of the GRANT) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET (page 17)
2. Final Project Report verified by the PROJECT OFFICER to confirm PROJECT COMPLETION

To request the final payment and complete the PROJECT, the GRANTEE must submit the following documents:

1. Payment Request Form (page 15)
2. Grant Expenditure Form (page 16)
3. Final Funding Sources Form (see page 30 of the Application Guide)
4. Final Project Report (page 18)
5. Project Completion Certification Form (page 19)
6. Audit checklist with items checked that GRANTEE will retain for five years following receipt of final payment (page 31)

Sample Final Project Report

(final version will be web-based)

Grantee:
 Project Number:
 Project Name:
 Project Scope:

Summarize grant-funded programming completed (Provide videos and/or photos that offer a sample of highlights with quotes, captions, or testimonials about the impact of the outdoor program). [Click or tap here to enter text.](#)

Number of activities completed: [Click or tap here to enter text.](#)

Total number of youth served: [Click or tap here to enter text.](#)

List all partnerships and describe the effectiveness of each: [Click or tap here to enter text.](#)

Describe how the activities met the project's goals and objectives: [Click or tap here to enter text.](#)

Describe the tools used to measure those outcomes: [Click or tap here to enter text.](#)

Provide tips and lessons-learned including successful methods used, unforeseen challenges, and recommended solutions. [Click or tap here to enter text.](#)

I represent and warrant that I have full authority to execute this Final Project Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

X

Authorized Representative



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Project Completion Certification Form

Grantee:

Project Number:

Grantee contact for audit purposes

Name:

Address:

Phone: ()

Email:

Project completion – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on advanced funds: \$

Interest spent on eligible costs: \$

Certification:

I hereby certify that all Grant funds were expended on the above-named Project and that the Project is complete, and we have made final payment for all work done.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Advance Payments

- OGALS reserves the right to disapprove ADVANCE payment requests. Past performance, GRANTEE capacity, and the GRANTEE'S financial resources will all be considered before issuing an ADVANCE.
- ADVANCE payments may be requested after the CONTRACT is fully executed, for costs expected to be incurred within six months of the request.
- ADVANCE payments must be placed in an interest-bearing account. Earned interest must be spent on the PROJECT and cannot be returned to OGALS.
- ADVANCE funds *must* be spent within six months of receipt or returned to OGALS.
- The sum of ADVANCES cannot exceed 50% of the GRANT.

Documents to send to project officer for advance payments:

- Payment Request Form
- ADVANCE justification (page 21)
- Bid documents (see page 8), copy of signed service contract and a start date or IN-HOUSE EMPLOYEE SERVICES schedule
- Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Advance Justification

Provide the following information:

- Explain why an ADVANCE is needed instead of a reimbursement. Describe any hardships the GRANTEE will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE SERVICES or name of contractor). The six-month period should begin six to eight weeks after payment request is submitted.
- A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the PROJECT exceeding the 50% ADVANCE limit.
- A statement indicating the GRANTEE will put the advanced funds into a separate, interest bearing account, and spend any interest earned on the PROJECT.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

Clearing the Advance

ADVANCES must be cleared with six months of receipt, or earlier. ADVANCES should be cleared incrementally, that is, as costs are incurred. An ADVANCE is cleared as follows:

- Submit a grant expenditure form (see page 16) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest*.
- Return the balance of unspent GRANT funds to OGALS no later than thirty days after the end of the six-month ADVANCE period. OGALS will then return the GRANT funds to the CONTRACT balance. OGALS cannot return interest to the contract balance.

Subsequent Payments

ADVANCE payments must be cleared before *any* payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
2. A statement in the letter that the majority of ADVANCED funds has been cleared.
3. A payment schedule with month-by-month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Competitive Grant Program Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract Competitive Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 20XX through June 30, 20XX

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the CONTRACT.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature _____ Date _____

Print Name and Title _____

STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature _____ Date _____

Print Name and Title _____

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER		FUND	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT		CHAPTER	STATUTE
T.B.A. NO.	B.R. NO.	INDEX	Funding Source	FISCAL YEAR	
				OBJ. EXPEND	
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER				DATE	

Attachment: OEP_Grant_Administration_Guide_7.27.21_rem_7.30.21 (7999 : Outdoor Equity Program Grant)

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and [grantee name] (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and Assembly Bill 209 Chapter 675, SECTION 1. Chapter 1.26 (commencing with Section 5090.75) Division 5 of the Public Resources Code (hereinafter referred to as “GRANT PROGRAM”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “GRANT PROGRAM” means Assembly Bill 209 Chapter 675, SECTION 1. Chapter 1.26 (commencing with Section 5090.75) Division 5 of the Public Resources Code, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “GRANTOR”, “DEPARTMENT”, or “STATE” means the California Department of Parks and Recreation.
4. The term “GRANTEE” means the recipient of GRANT MONIES as described in Section I of this CONTRACT.
5. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form found in the APPLICATION submitted pursuant to this grant.
6. The term “GUIDES” means (1) the document identified as the “Grant Administration Guide for the Outdoor Equity Grants Program” and (2) The Application Guide for the Outdoor Equity Grants Program.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the GRANT PROGRAM, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated on the cover and Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with all applicable current laws and regulations affecting projects, including, but not limited to, legal requirements for contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Procedural Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDES. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for projects, the advanced funds shall be placed in an interest-bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the grant performance period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make activities conducted pursuant to this CONTRACT available for inspection upon request by the STATE.

E. Insurance Requirements

1. *Coverage term:* Coverage shall be in force for the complete term of the CONTRACT. If insurance expires during the term of the grant performance period, a new certificate of insurance must be received by STATE at least ten (10) days prior to the expiration of the original insurance. Any new insurance policy must still comply with the original terms of the grant.
2. *Policy cancellation or termination and notice of non-renewal:* Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to STATE. In the event GRANTEE fails to always keep in effect the specified insurance coverage, STATE may, in addition to any other remedies it may have, terminate this CONTRACT upon the occurrence of such event, subject to the provisions of this CONTRACT.
3. *Deductible:* GRANTEE is responsible for payment of any deductible or self-insured retention requirement contained within their insurance policy.

4. *Primary clause:* Any required insurance shall be primary, and not excess or contributory, to any other insurance carried by the GRANTEE, or by any other entity, including the STATE.
5. *Insurance carrier required rating:* All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the GRANTEE is self-insured for a portion or all of the insurance coverage period required by this CONTRACT, prior review of financial information including a letter of credit may be required before such self-insurance will be approved by STATE.
6. *Endorsements:* Any endorsements required by STATE must be included with all requested certificates of insurance and shall not be substituted by referring to such coverage on the certificate of insurance.

All policies or letters of self-insurance must use the CG-2010-1185 form or equivalent and include the following clause:

“The California Department of Parks and Recreation, Office of Grants and Local Services and the State of California, its officers, agents, employees, and servants are named as additional insured.”

In the case of the GRANTEE’S utilization of subcontractors to complete the scope of work pursuant to this CONTRACT, the GRANTEE shall include all subcontractors as insureds under GRANTEE’S insurance, or shall supply evidence of insurance to STATE equal to policies, coverages, clauses, and limits required of GRANTEE by this CONTRACT.

Any proposed change in the required insurance coverage status stated herein shall be reported to STATE prior to the effective date of such change and may result in restrictions being imposed on the usage of the grant monies or equipment.

7. *Inadequate insurance:* Inadequate or lack of insurance does not negate the GRANTEE’S obligations under the CONTRACT.
8. *Commercial general liability:* The GRANTEE shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The general liability coverage shall include coverage for all liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance coverage shall apply separately to each insured against whom claim is made or suit is brought subject to the GRANTEE’S limit of liability.
9. *Vehicle insurance:* In addition to general liability coverage required by Section H of this CONTRACT, the GRANTEE shall maintain the required insurance for all vehicles used in programs funded by grant money.
10. *Vehicle liability:* The GRANTEE shall maintain motor vehicle liability insurance coverage with limits required by State and Federal statute; but such limits shall not be less than \$1,000,000 combined single coverage limit per accident. Such insurance shall cover all liability and damages arising out of use of a motor vehicle for any purpose connected directly or indirectly with the CONTRACT, including owned, hired and non-owned motor vehicles.
11. *Workers’ compensation and employer’s liability:* The GRANTEE shall provide either (1) or (2) below:
 - (1.) The GRANTEE shall maintain statutory workers’ compensation and employer’s liability insurance coverage for all of its employees who will be engaged in the performance of the Agreement for the entire term of this CONTRACT. Employer’s liability coverage limits

of \$1,000,000 are required. In addition, the GRANTEE shall forward a Waiver of Subrogation to STATE.

- (2.) If paid employees are not used to carry out the activities covered by this CONTRACT, then the Exemption of Workers' Compensation must be submitted to STATE.

12. *Self-insurance*: If applicable, the GRANTEE shall provide evidence of self-insurance to STATE. STATE reserves the right to request any additional information, as determined by STATE, concerning the GRANTEE'S ability to adequately self-insure.

F. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDES, (b) any legislation applicable to the GRANT PROGRAM, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to a) Specific Performance; b) Return of all GRANT MONIES; and c) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that final payment may not be made until the work described in the GRANT SCOPE is complete.

G. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this CONTRACT with no liability occurring to the STATE or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph F, provision 2, of this CONTRACT.

H. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the activities conducted described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents, and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

I. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this CONTRACT or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis 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, or military and veteran status in the administration of any activities conducted pursuant to this CONTRACT.

2. The GRANTEE shall not discriminate against any person based on residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All activities shall be open to members of the public generally, except as noted under the special provisions of this project CONTRACT or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of programs related to the GRANT SCOPE. The STATE's rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE's interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE's interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; *and* 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Attachment: OEP_Grant_Administration_Guide_7.27.21_rem_7.30.21 (7999 : Outdoor Equity Program Grant)

Accounting and Audits

Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, timecards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages for work performed on the PROJECT, are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

State Audit

Grants are subject to audit by DPR (see page 31, Audit Checklist). All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by DPR.
- An employee having knowledge of the PROJECT and its records to assist the DPR auditor.

Record Keeping Recommendation

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of GRANT funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

CONTRACTS

- ☐ Summary list of bidders (including individual bid packages)
- ☐ Recommendation by reviewer of bids
- ☐ Award by governing body (minutes of the meeting/resolution)
- ☐ Construction contract agreement
- ☐ Contract bonds (bid, performance, payment)
- ☐ Contract change orders
- ☐ Contractor's progress billings
- ☐ Payments to contractor (cancelled checks/ warrants, bank statements, EFT receipts**)
- ☐ Stop Notices (filed by sub-contractors and release if applicable)
- ☐ Liquidated damages (claimed against the contractor)
- ☐ Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- ☐ Authorization/work order identifying project
- ☐ Daily time sheets signed by employee and supervisor
- ☐ Hourly rate (salary schedules/payroll register)
- ☐ Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- ☐ Authorization/work order
- ☐ Daily time records identifying the project site
- ☐ Hourly rate related backup documents

MINOR CONTRACTS/ MATERIALS/ SERVICES/EQUIPMENT RENTALS

- ☐ Purchase orders/Contracts/Service Agreements
- ☐ Invoices
- ☐ Payments (cancelled checks/ warrants, bank statements and EFT receipts **)

ACQUISITION

- ☐ Appraisal Report
 - ☐ Did the owner accompany the appraiser?
 - ☐ 10-year history

- ☐ Statement of just compensation (signed by seller)
- ☐ Statement of difference (if purchased above appraisal)
- ☐ Waiver of just compensation (if purchased below appraisal: signed by seller)
- ☐ Final Escrow Closing Statement
- ☐ Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- ☐ GRANT deed (vested to the participant) or final order of condemnation
- ☐ Title insurance policy (issued to participant)
- ☐ Relocation documents
- ☐ Income (rental, grazing, sale of improvements, etc.)

INTEREST

- ☐ Schedule of interest earned on State funds advanced (Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.)

AGREEMENT/CONTRACTS

- ☐ Leases, agreements, etc., pertaining to developed/acquired property
- ☐ Proof of insurance pertaining to developed/acquired property

** Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.*

*** Front and back if copied.*

Eligible Costs

Contact OGALS if you have any questions regarding a PROJECT cost.

A) Supplies, Equipment, and Activity Fees/Admissions

Activity Fees: Location entrance fees for places such as museums, parks, campground reservations, zoos, aquariums, botanical gardens, parking, ski lifts, special events; specific experiences such as horseback riding, paddling, rafting, rock climbing, birding; renting or leasing vehicles or equipment for the actual activity fits in this category such as whale watching and safety equipment.

Activity supplies and equipment (examples): include but are not limited to backpacks, tents, mountain bikes, kayaks, surfboards, bodyboards, stand up paddle boards, life jackets, helmets, wetsuits, snowboard/ski's, canopy, sleeping bags, stoves, 2-way radios, binoculars, water filters, snowshoes, hiking boots, gloves, goggles, compasses, fire starters, bug repellent, sunblock, poison oak protectant, first aid supplies, canteens, flashlights, batteries, lanterns, interpretive materials, trash/recycling bags, safety whistle, bear spray, utensils, etc. that are necessary to support an activity.

Most Economical use of State Funds: For supplies and equipment that will cost over \$500 per single unit item, and which can be purchased, leased, or rented, the most economical use of state funds must be applied. This means that the GRANTEE will use the most affordable option to complete the OUTDOOR PROGRAM during the GRANT PERFORMANCE PERIOD by either renting, leasing, or purchasing the supplies and equipment at the best value.

Supplies and equipment may come from GRANTEE'S central stock if claimed costs are no higher than supplies or equipment purchased elsewhere. For audit purposes, a report or source document must describe the work performed, indicate the hours used, relate the use to the SCOPE, and must be signed by the operator or supervisor.

B) Travel Costs

Travel must be within California only.

Overnight accommodations (camping or lodging): Campsite rentals, yurts, and hotels, following the most economical use of State funds, including travel to and from the destination of the NATURAL AREA TRIP. The cost cannot exceed the state per diem set in each County where the overnight accommodation will take place.
calhr.ca.gov/employees/pages/travel-reimbursements.aspx

Food and food storage: The purchase of food, and purchase or rental of food storage for safety compliance during NATURAL AREA TRIPS. This means the PARTICIPANTS will learn how to prepare the food as an educational health activity of the OUTDOOR PROGRAM.

Meal per diem for NATURAL AREA TRIPS only: Breakfast, lunch, and dinner meals during the path of travel and overnight stays are eligible up to the State's per diem rates or actual cost, whichever is less. Keep receipts for audit purpose. Food related to ACTIVITIES IN THE COMMUNITY is ineligible.

Passenger Ticket purchases: Trains, boats, airplanes, or other public transportation for PARTICIPANTS to and from the planned activity.

Vehicle use for transportation of PARTICIPANTS, including:

- Taking PARTICIPANTS to and from the COMMUNITY HOME BASE to NATURAL AREA TRIPS.
- Taking PARTICIPANTS to and from the COMMUNITY HOME BASE and their schools and neighborhoods for ACTIVITIES IN THE COMMUNITY related to the Grant Selection Criteria.

Vehicles chartered or rented by GRANTEE: Chartered transportation paying for a charter company's standard rate. Rental of vehicles at market value, including low Greenhouse Gas (GHG) emission vehicles.

Vehicles owned/leased by GRANTEE: Mileage incurred on a GRANTEE's own vehicles can be charged at the State's rate that is in effect at the time of the trip. Maintenance and repair cost necessary to safely operate vehicles are built into the State's rate of the allowable charge per mile. A Mileage Log must record the trips charged to the GRANT. For audit purposes, the Mileage Log must describe the miles driven, OUTDOOR PROGRAM purpose related to the SCOPE, and must be signed by the operator and supervisor.

C) Labor

Employee services: See accounting rules for employee services on page 30.

Internships consistent with Grant Selection Criterion #4: Internships will be administered as employee services of the GRANTEE. The GRANTEE must follow applicable laws for employee services, including internships. Visit [California's Division of Labor Standards and Enforcement](#) for internship rules.

Program activity providers: Including physical activity instructors, trainers, nature guides, career pathway educators, language translators, drivers, etc.

Program management: Including site inspections, coordinating partners, scheduling activities, directing equipment, materials, activity instructors, and transportation personnel.

Communication and training: Including outreach to RESIDENTS, training of program activity providers for cultural awareness, and risk management.

Reporting: Including data collection, photography, and videography which can include interviews with PARTICIPANTS.

GRANT administration and accounting.

Miscellaneous costs: Including economical use of State funds cost comparison for equipment, supplies, and NATURAL AREA TRIP related expenses, transporting materials, equipment, personnel, and communications and video documentation of the program achievements.

D) Insurance

Premiums on hazard and liability insurance including aggregate coverage for all activities necessary for the OUTDOOR PROGRAM. See page 8 for insurance policy requirements for GRANTEES.

Ineligible Costs

Costs incurred before or after the GRANT PERFORMANCE PERIOD.

Construction/development of land. Vehicle or land acquisition.

Travel outside of California.

Indirect costs: Overhead business expenses of the GRANTEE's fixed or ordinary operating costs; (rent, mortgage payments, property taxes, utilities, office supplies).

Park maintenance by the GRANTEE's existing staff, such as routine restroom cleaning, garbage removal, groundskeeping, scheduled maintenance, graffiti removal, etc.

Fundraising.

Food: Food for ACTIVITIES IN THE COMMUNITY is ineligible. See Eligible Costs, heading B, Travel Costs, for eligible food costs only during NATURAL AREA TRIPS.

Grant Writing.

Programs imposed on GRANTEE through legal mitigation.

Lack of Record Keeping: During an Audit, lack of record keeping can make claimed costs ineligible. Examples include:

- Employee services without documentation of actual time spent on the OUTDOOR PROGRAM.
- Lack of source documents (no evidence of invoices, bid process, payment receipts, etc.).

Assembly Bill No. 209**CHAPTER 675**

SECTION 1. Chapter 1.26 (commencing with Section 5090.75) is added to Division 5 of the Public Resources Code, to read:

CHAPTER 1.26. Outdoor Equity Grants Program

5090.75. (a) The director shall establish the Outdoor Equity Grants Program to increase the ability of underserved and at-risk populations to participate in outdoor environmental educational experiences at state parks and other public lands where outdoor environmental education programs take place. The grant program shall award grants to public organizations, including local governments and local educational agencies, joint powers authorities, open-space authorities, regional open-space districts, other relevant public agencies, or nonprofit organizations, with a focus on funding transportation, logistical, and program operations and capacity costs associated with reaching historically underserved communities.

(b) In developing the grant program, the director shall do both of the following:

(1) Develop criteria, procedures, and accountability measures as may be necessary to implement the grant program.

(2) Administer the grant program to ensure that priority is given to underserved populations, including both urban and rural areas and low-income communities, where participation in outdoor environmental education and recreation programs has been limited.

(c) The director shall give priority for funding to outdoor environmental education programs that primarily provide outreach to and serve pupils who are eligible for free or reduced-price meals, foster youth, or pupils of limited English proficiency, as these terms are defined in Section 42238.01 of the Education Code, and have one or more of the following attributes:

(1) Have a curriculum that is aligned to the content standards for California public schools adopted by the State Board of Education, including, but not limited to, the Next Generation Science standards, or the California History-Social Science standards.

(2) Foster stewardship of the environment and include, when available, curriculum established pursuant to Part 4 (commencing with Section 71300) of Division 34.

(3) Integrate instruction in science, technology, engineering, arts, and mathematics.

(d) The director may give additional consideration to outdoor environmental education programs that do any of the following:

(1) Maximize the number of participants that can be served.

(2) Demonstrate partnerships between public, private, and nonprofit entities.

(3) Contribute to healthy lifestyles, sound nutritional habits, and improved outdoor educational and recreational experiences.

(4) Include service learning and community outreach components for purposes of building partnerships between participants and local communities.

(e) The director may provide funding for professional learning, based on approved content standards, for the staff and volunteers of those programs given priority pursuant to subdivision (c).

(f) In implementing the grant program, the department shall work with relevant stakeholders to promote and implement the grant program in a manner that effectively reaches a wide geography throughout the state and ensures that regions in northern, central, and southern California, including both urban and rural areas, are adequately considered with an emphasis on addressing the transportation needs within these regions.

5090.76. (a) Except as authorized by the Legislature, the department shall not allocate for the purposes of the grant program any general fund moneys appropriated by the Legislature to the department in the annual Budget Act.

(b) The director may accept private donations made for the support of the grant program. The director may solicit and accept private funding to help offset the costs of the grant program.

(c) All moneys received pursuant to this section or appropriated by the Legislature for the purpose of the grant program shall be deposited in the California Outdoor Equity Account, which is hereby created within the State Parks and Recreation Fund.

(d) Before commencing any program development activities for the grant program, adequate donations or funds shall be deposited into the California Outdoor Equity Account. This amount shall be sufficient to administer the grant program and provide grant awards.

5090.77. (a) The department shall gather information from applicants following each award year for purposes of evaluating the effectiveness of outdoor environmental education programs in achieving the objectives of the grant program. Notwithstanding Section 10231.5 of the Government Code, the department shall annually summarize and report this information for the previous award year to the appropriate budget and fiscal committees of the Legislature. The information in the annual report shall include the total number of children served, the total number and types of entities that received grant awards, appropriate recommendations to improve the grant program, partnerships formed, educational objectives achieved, the total number of applications received, and the total number of children who would have been served had all applicants for the award year received grant awards.

(b) A report required pursuant to subdivision (a) shall be submitted in compliance with Section 9795 of the Government Code.

5090.78. The department shall adopt guidelines it determines as necessary to carry out the purposes of this chapter. Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code does not apply to the adoption of guidelines pursuant to this section. The department shall develop a process for public comment and review of the guidelines that involves three public hearings in three different parts of the state before the adoption of those guidelines.

Definitions

Capitalized words and terms used in this guide are defined below.

ACTIVITY IN THE COMMUNITY – outdoor or indoor education components designed to teach PARTICIPANTS about the community’s environment, and the community’s link to clean air, water, and land, that achieves one or more of the following goals: 1. Environmental Justice analysis and reporting that may involve youth leadership development in the community. 2. Solution-based learning about the community’s connection to climate change and other environmental issues such as stormwater runoff, air quality, brownfields, land-use planning, urban heat island effect, groundwater supply, energy, and water efficiency. 3. Discovering nature in action in the community through educational walks looking for flora (trees/plants) and fauna (animals/insects), and visits to local resources such as a community park, creek, zoo, science or nature center etc. 4. Curriculum based activities at the COMMUNITY HOME BASE. 5. Preparing participants for NATURAL AREA TRIPS.

ADVANCE – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

AUTHORIZED REPRESENTATIVE – the GRANTEE’S designated position authorized in the Resolution to sign all required GRANT documents.

COMMUNITY HOME BASE – a central gathering place for RESIDENTS of an underserved community where the majority of targeted PARTICIPANTS live. For example, a school, recreation center, community meeting space, or local park may serve as the central gathering place in the underserved community.

DPR – the California Department of Parks and Recreation.

GRANT – funds made available to a GRANTEE for completion of the PROJECT during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a fully executed contract with DPR.

GRANT PERFORMANCE PERIOD – period that eligible costs may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed contract.

IN-HOUSE EMPLOYEE SERVICES – GRANTEE’S employees working on the PROJECT SCOPE.

NATURAL AREA TRIP – a location at least five miles from the COMMUNITY HOME BASE that is challenging to access by RESIDENTS such as beaches, rivers, lakes, forests, mountains, deserts, tribal land, and state and national parks within California.

OGALS – DPR’s Office of Grants and Local Services.

OUTDOOR PROGRAM – a series of activities (sub-programs) described in the SCOPE that promote education, physical activities, leadership, and career pathways that strengthen PARTICIPANTS’ connection with the natural world. These include ACTIVITIES IN THE COMMUNITY and transporting RESIDENTS to NATURAL AREA TRIPS from the COMMUNITY HOME BASE. These do not involve capital improvement.

PARTICIPANTS – RESIDENTS who join the OUTDOOR PROGRAM. People living outside the COMMUNITY HOME BASE half-mile radius may also be included.

PROJECT – the SCOPE as described in the competitive application to be completed with GRANT funds and committed funds, if identified on Funding Sources Form (see page 30 of the Application Guide).

PROJECT COMPLETION – when the SCOPE is complete, and the facilities are open and useable by the public.


PROJECT COMPLETION PACKET – The documents listed on page 17 that are required to request final payment following PROJECT COMPLETION.

PROJECT OFFICER – an OGALS employee, who acts as a liaison with GRANTEES and administers GRANT funds, facilitates compliance with the Administration Guide and the GRANT contract.

RESIDENTS – the population living primarily within a half-mile of the COMMUNITY HOME BASE including youth, families, and adults of all ages. This includes but is not limited to migrant working families, foster youth, and families who are homeless.

SCOPE – the activities, as described in the competitive application that must be completed prior to final GRANT payment.


**Outdoor Equity Grants
Program
(OEP)**



California Department of Parks and Recreation
Office of Grants and Local Services


**Outdoor Equity
Program Grant Proposal**

Monique Reza-Arellano
Council of Governments and Equity
Programs Manager



**CA State Parks Outdoor Equity
Program**

- Purpose and Intention of Program:
- Increase the ability of residents in low income urban and rural communities to participate in outdoor experiences at state parks and other public lands.
- Maximum grant request \$700,000 over 3 years
 - 45-180 participants depending on the activity
- No match requirement



SBCOG and Outdoor Equity Program

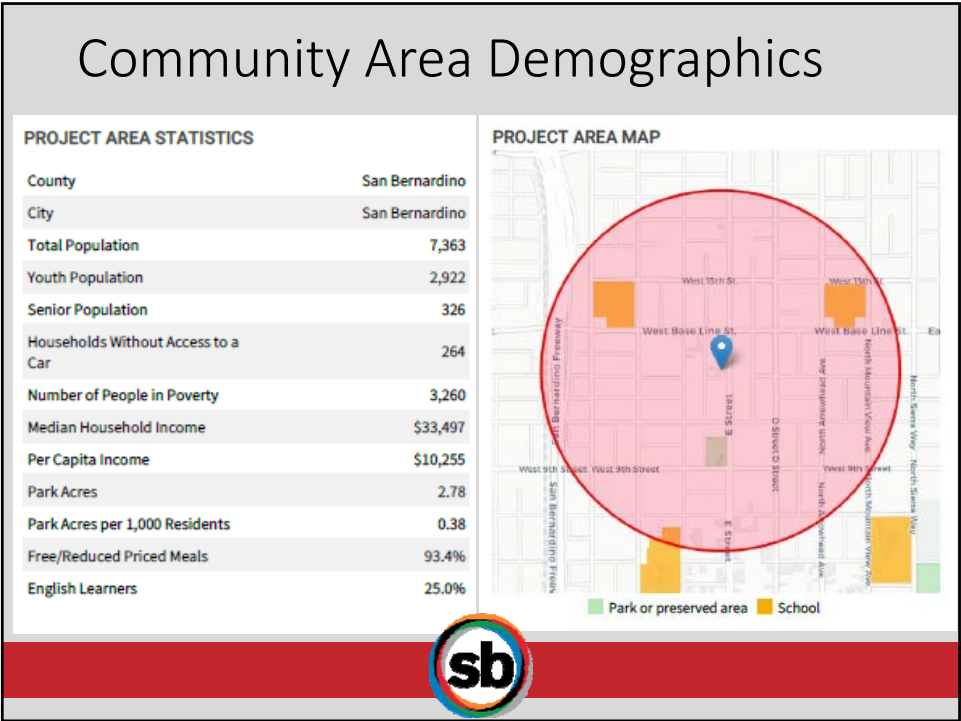
- San Bernardino Outdoor Equity Program originated in County Department of Public Health (DPH)
 - Shift in focus to COVID-19
 - Asked SBCOG to take over grant application and program administration – if possible
- Program created at County DPH
 - DPH sought program/project options from its partners
 - DPH worked with partners to create the program and curriculum
- Focus of this program application is on a very disadvantaged community in San Bernardino
- Potential for this to be a pilot for expansion among jurisdictions region-wide.



SBCOG OEP Grant Program Goals

- Identify and engage at-risk students
- Serve as opportunity for group gatherings
- Create ongoing opportunities for community members to experience outdoor activities
- Offer mentoring to students and community members interested in long term involvement of environmental and outdoor education
- Create a network of community members to schedule events for better local health outcomes (example: Community gardens, neighborhood clean up)
- Broader community engagement and cohesiveness through outdoor experiences
- Open minds to career opportunities in the outdoor industry and environmental education





Garcia Center for the Arts

- Located in one of the most severely disadvantaged communities in the state.
- Well established foundation in the community
 - Ideal to partner with for adding quality of life events and programs.





Project Partners

- SBC Unified School District
- The Garcia Center for the Arts
- Lifting Our Stories
- YMCA
- Camp Edwards
- CSUSB Adventure Leadership Program
- Arts Council
- Redlands Conservancy



Program Components Sites

- Camp Edwards, YMCA
- Joshua Tree National Park
- Mitchell Caverns, Providence Mountains State Park Recreation Area
- Hole in the Wall Campground, Mojave National Preserve
- Silverwood Lake State Recreation Area
- San Bernardino National Forest
- Wildwood Canyon State Park, Horseback Riding
- Big Bear Discovery Center
- Claremont Wilderness Park
- Yucaipa Regional Park, Fishing
- Lake Gregory
- Calico Ghost Town
- Gateway Ranch
- Seecombe Park, San Bernardino
- Garcia Center Garden
- Glen Helen Recreation Area



Local Planned Events

- Team Challenge Course at CSUSB
- Lake Gregory- Swimming
- Yucaipa Regional Park-Fishing, hiking, swimming
- San Manuel Powwow-Native Cultural experience
- Native Plants Foraging and Cooking Class
- Glen Helen Park- Fishing
- Local Tree Planting with SBCUSD
- City Historical Walking Tour
- Environmental Justice Course at Garcia Center



CAREER PATHWAYS

CSUSB-Outdoor Leadership Program

Developing a course for high school students to earn a certificate in Outdoor Leadership. Will be based off current CSUSB curriculum.

- Wilderness First Aid
- Overnight backpacking
- Teaching & Leading Techniques for Outdoor Activities

CAL FIRE/USFS Careers

Urban Conservation Corps of the Inland Empire



CA State Parks Contract

- If awarded, state will not indemnify SBCOG/SBCTA for Implementation of Program.
 - SBCTA/SBCOG will facilitate the implementation of the program with elevated risk.
- Legal Risk:
 - State requires one-sided indemnification clause and will not indemnify SBCOG
 - Concern about insurance requirements and ability to cover potential liability
 - Concern that smaller partners may be unable to obtain appropriate insurance coverage
 - Non-Profit Partners
- Potential Options
 - Find another government agency implementer
 - Find a larger non-profit



Staff Recommendation

- Adopt Resolution
 - Authorizes staff to move forward with application submittal



Questions



Minute Action

AGENDA ITEM: 30

Date: *October 6, 2021*

Subject:

Right Care Right Time Nurse Communication System Public Outreach

Recommendation:

Receive presentation on local agency coordination to implement the public outreach plan for the “RIGHT CARE, RIGHT TIME” Emergency Nurse Communication System.

Background:

In November 2020, San Bernardino Council of Governments (SBCOG) partnered with the Consolidated Fire Agencies of San Bernardino County (CONFIRE) dispatch center to initiate and implement the Emergency Communication Nurse System (ECNS). The program was operational in December 2020, thanks to work that had taken place over the previous 4 years, and has been successfully in operation since that time in the jurisdictions served by the CONFIRE dispatch center. As the CONFIRE dispatch center covers 80% of the county geographically, the vast majority of residents countywide are able to make use of this concierge-level program.

In June 2021, the Board of Directors directed staff to lead an outreach effort for the ECNS program which includes branding, a marketing strategy, and creation of a public information toolkit including:

- Logo
- Messages
- Graphics
- Collaterals

These and additional collateral for the ECNS program will be shared with all local agencies countywide and each jurisdiction will be provided a “how to” implementation booklet that provides options for outreach that makes sense for each jurisdiction. The program itself is branded, but each agency is able to customize messaging to ensure local agency audiences are effectively reached.

The outreach effort has been coordinated with local agencies, which were instrumental in choosing a logo and brand message, which is “RIGHT CARE, RIGHT TIME.” Samples of the logo, messages, and graphics are attached. A regional “kick-off” event is planned for early October 2021, which will be the official launch of the ECNS program including a joint press-release, and local agencies will be able to push out information as they have resource availability.

In addition to this outreach coordination effort, the project team has been presenting this program to various audiences including city and town councils, County Vision Teams, chambers of commerce, and hospital associations.

Financial Impact:

This item has no financial impact on the Fiscal Year 2021/2022 Budget.

Entity: San Bernardino Council of Governments

Board of Directors Agenda Item
October 6, 2021
Page 2

Reviewed By:

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

Responsible Staff:

Monique Reza-Arellano, Council of Governments and Equity Programs Manager

Approved
Board of Directors
Date: October 6, 2021

Witnessed By:

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	X	X	X	X		X			
Janice Rutherford Board of Supervisors	X	X	X	X	X		X		X			
Dawn Rowe Board of Supervisors	X	X	X	X	X	X	X		X			
Curt Hagman Board of Supervisors	X	X	X	X	X	X	X		X			
Joe Baca, Jr. Board of Supervisors	X	X	X	X	X	X	X		X			
Daniel Ramos City of Adelanto									X			
Gerardo Hernandez City of Adelanto												
Art Bishop Town of Apple Valley	X	X	X	X	X	X	X		X			
Paul Courtney City of Barstow		X			X	X			X			
Rick Herrick City of Big Bear Lake	X	X	X	X	X	X			X			
Eunice Ulloa City of Chino	X	X	X	X	X	X	X		X			
Ray Marquez City of Chino Hills	X	X	X	X	X	X	X		X			
Frank Navarro City of Colton	X	X	X	X	X	X	X		X			
Acquanetta Warren City of Fontana	X	X	X	X	X	X	X		X			
Darcy McNaboe City of Grand Terrace	X	X	X	X	X	X	X		*			
Cameron Gregg City of Hesperia	X	X	X	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
Larry McCallon City of Highland	X	X	X	X	X	X	X		X			
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X	X	X	X	X	X	X		X			
John Dutrey City of Montclair	X	X	X	X	X	X	X		X			
Edward Paget City of Needles		X	X		X	X	X					
Alan Wapner City of Ontario	X	X	X	X	X	X	X		X			
L. Dennis Michael City of Rancho Cucamonga	X	X	X	X	X	X	X		X			
Paul Barich City of Redlands	*			X	X	X	X					
Deborah Robertson City of Rialto	X	X	X	X	X		X		X			
John Valdivia City of San Bernardino	X	X	X	X	X	X	X		X			
Joel Klink City of Twentynine Palms	X	X	X	X	X	X			X			
Carlos A. Garcia City of Upland				X			X					
Bill Velto City of Upland	X	*										
Debra Jones City of Victorville	X	X	X	X	X	X	X		X			
David Avila City of Yucaipa	X	X	X	X	X	X	X		X			
Rick Denison Town of Yucca Valley	X	X	X	X	X	X			X			
Michael Beauchamp Ex-Official Member	Rebecca Guirado	X	X	Diane Morales	David Bricker	X	Diane Morales		Diane Morales			

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

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

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, August 19, 2021. The following is a summary of the meeting.

FYs 2018-21 Inland Ports Zero and Near-Zero Emission Cargo Handling

In March 2021, the MSRC approved several awards for on- and off-road goods movement projects associated with the “Inland Ports”—warehouse and distribution facilities located in Riverside and San Bernardino Counties. Among these was a \$3,000,000 award to ITS Technologies and Logistics, LLC dba ITS ConGlobal to procure and deploy up to 12 zero-emission electric yard tractors and associated charging infrastructure. Subsequent to the award, clarification was obtained that the charging infrastructure would be owned and operated by property owner Burlington Northern Santa Fe Railway Company (BNSF). In order to enhance accountability in administration of the project, it was recommended that the award be bifurcated into a \$1,686,900 award to ITS Technologies and Logistics, LLC and a \$1,313,100 award to BNSF. The MSRC considered and approved the bifurcation. No other aspects of the project would be changed.

MSRC Technical Advisor Services

The MSRC retains a Technical Advisor for programmatic and technical assistance. At their August 19, 2021 meeting, the MSRC approved release of an RFP #P2022-05 to solicit Technical Advisor services for an initial two-year period beginning January 1, 2022, with a two-year option term to extend. The purpose of the Technical Advisor is to provide independent, objective assistance and advice to the MSRC and the MSRC’s Technical Advisory Committee. The RFP establishes the following scoring criteria: Technical Qualifications/Experience; Technical Approach; Proposed Cost; Past Performance; and DVBE/Local Business/Small Business status. As long as expertise and qualifications meet the requirements, individually or collectively, proposals may be submitted by 1) a single independent contractor; 2) two or more independent contractors submitting a joint proposal; or 3) a consulting firm designating a team of key personnel. Proposals are due by October 14, 2021.

Contract Modification Requests

The MSRC considered six contract modification requests and took the following actions:

1. For the City of Santa Ana, Contract #ML12014, which provides \$338,000 to purchase nine CNG & LPG trucks and install EV charging stations, a three-month no-cost term extension;
2. For the City of Baldwin Park, Contract #ML12045, which provides \$400,000 to install a new CNG station, an eighteen-month no-cost term extension;
3. For Waste Resources, Contract #MS14079, which provides \$100,000 to install a new CNG station, an eight-month no-cost term extension;
4. For Hacienda La Puente Unified School District, Contract #MS14083, which provides \$175,000 to install a new CNG station, a 15-month no-cost term extension;
5. For the City of Pico Rivera, Contract #ML18067, which provides \$83,500 to install EV charging infrastructure, a 32-month no-cost term extension; and
6. For the City of Placentia, Contract #ML16048, which provides \$90,000 to install a bicycle locker and EV charging infrastructure, eliminate tasks and funding associated with the bicycle locker, substitute seven dual-outlet Level II charging stations and one Level III charging station for the fourteen Level II charging stations originally approved by MSRC, and extend term four and one-half years.

Contracts Administrator's Report

The MSRC AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FY 2008-09 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 † Community of Concern Appointee	F. Navarro L. McCallon D. Robertson L. Michael R. Marquez R. Putz L. Becerra C. Hagman G. Reyes	G. Reyes	D. Robertson R. Putz	F. Navarro L. McCallon L. Becerra 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

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. † Community of Concern appointee, appointed by the County Regional Council representative for a two-year term. †† 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 Ray Marquez, Chino Hills, Alternate	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$100 payment from Gold Line Authority for participation.	12/31/21 12/31/22
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

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	<p>Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.</p> <p>The term of the appointment is for four years for a city representative from San Bernardino County.</p> <p>Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4th Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). Members of the Steering Committee do not receive a stipend.</p>	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)	<p>SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.</p> <p>Members receive payment of \$100 per day from SCRRA for participation.</p>	Indefinite
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	<p>The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways.</p> <p>SBCTA has not authorized payment of stipend for participation.</p>	12/31/22
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
General Policy Committee Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors. (Brown Act)	<u>West Valley</u> Ray Marquez, Chino Hills (Chair TC) Acquanetta Warren, Fontana Alan Wapner, Ontario Curt Hagman, Supervisor (Vice Chair/ President) <u>East Valley</u> Frank Navarro, Colton (Past President) Darcy McNaboe, Grand Terrace Larry McCallon, Highland Dawn Rowe, Supervisor (Chair MVSS & MDC) <u>Mountain/Desert</u> Art Bishop, Apple Valley (Chair/Vice President) Edward Paget, Needles Debra Jones, Victorville Paul Cook, Supervisor Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.	6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 Indeterminate (6/30/2022) 12/31/2022 (6/30/2022) 12/31/2021 12/31/2021 Indeterminate Indeterminate Indeterminate 12/31/2021 12/31/2022 12/31/2022 12/31/2022 12/31/2022
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.	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)	Ray Marquez, Chino Hills** (Chair) David Avila, Yucaipa (Vice Chair) Frank Navarro, Colton Acquanetta Warren, Fontana Larry McCallon, Highland* John Dutrey, Montclair** Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Deborah Robertson, Rialto John Valdivia, San Bernardino Rick Denison, Yucca Valley Dawn Rowe, Supervisor	Indeterminate (6/30/2022) 12/31/2022 (6/30/2022) 12/31/2021 12/31/2021 Indeterminate Indeterminate Indeterminate 12/31/2021 12/31/2022 12/31/2022 12/31/2022 12/31/2022

Communication : Committee Membership (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 12 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.	Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. (Brown Act)	Dawn Rowe, Supervisor (Chair) Art Bishop, Apple Valley (Vice Chair) Daniel Ramos, 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	Indeterminate (6/30/20 Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President. - 1 East Valley member - 1 West Valley member - 1 Mountain/Desert member - 1 County member 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.	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. 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. (Brown Act)	Curt Hagman, Supervisor (President) Art Bishop, Town of Apple Valley (Vice President) Frank Navarro, Colton (Past President) Larry McCallon, Highland Alan Wapner, Ontario Rick Denison, Yucca Valley Janice Rutherford, Supervisor	Indeterminate Indeterminate Indeterminate 12/31/2022 12/31/2022 12/31/2022 12/31/2022

<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
Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. (Brown Act)	Board of Directors Dawn Rowe, Supervisor (Chair) John Valdivia, San Bernardino (Vice Chair)	6/30/2022 6/30/2022

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
I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee Members of the committee will be members of the SBCTA Board of Directors and will be appointed by the SBCTA Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SBCTA Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.	The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors. (Brown Act)	Alan Wapner, Ontario (Chair) 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	12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 11 members appointed by the SBCTA Executive Director. 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	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities; (1) Review and make recommendations on annual Unmet Transit Needs hearing findings (2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications (3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan (4) Review call for projects for Federal Transit Administration Section 5310 grant applications (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit (7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I (8) Identify regional or county level areas of unmet needs (9) Address special grant or funding opportunities (10) Address any special issues of PASTACC voting and non-voting members (Brown Act)	Standing Membership – Morongo Basin Transit Authority Mountain Transit City of Needles Transit Services Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids OPARC Option House Loma Linda University Health	On-going On-going On-going On-going On-going On-going 5/31/2024 9/30/2023 9/30/2023 6/30/2022 5/31/2024

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> <p>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</p> <p>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure “I” funding.</p> <p>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</p> <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Vacant (A)</p> <p>Gerry Newcombe (B)</p> <p>Wayne Hendrix (C)</p> <p>Rick Gomez (D)</p> <p>Mike Layne (E)</p> <p>Curt Hagman, Ex-Officio</p> <p>Ray Wolfe, Ex-Officio</p>	<p>12/31/24</p> <p>12/31/22</p> <p>12/31/22</p> <p>12/31/22</p>

SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Equity Ad Hoc Committee</p> <p>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:</p> <ul style="list-style-type: none"> - 2 East Valley member - 2 West Valley member - 2 Mountain/Desert member - 1 County member 	<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</p> <p>Acquanetta Warren, Fontana</p> <p>John Valdivia, San Bernardino</p> <p>Rick Denison, Yucca Valley</p> <p>Darcy McNaboe, Grand Terrace</p> <p>Art Bishop, Apple Valley</p> <p>Joe Baca Jr., Supervisor</p>

Communication: Committee Membership (Committee Membership)

SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.	SBCTA's Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is composed of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SBCTA's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SBCTA.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.	The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff. Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT.

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