

AGENDA
General Policy Committee Meeting

September 8, 2021

9:00 AM

MEETING ACCESSIBLE VIA ZOOM AT: <https://gosbcta.zoom.us/j/83217868085>

Teleconference

Dial: 1-669-900-6833

Meeting ID: 832 1786 8085

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

General Policy Committee Membership

Chair – Vice President

Council Member Art Bishop
Town of Apple Valley

President

Supervisor Curt Hagman
County of San Bernardino

Past President

Mayor Frank Navarro
City of Colton

East Valley Representatives

Mayor Pro Tem Larry McCallon
City of Highland

Mayor Darcy McNaboe
City of Grand Terrace

Supervisor Dawn Rowe
County of San Bernardino, *MVSS/MDC Chair*

Mt./Desert Representatives

Vice Mayor Edward Paget
City of Needles

Mayor Debra Jones
City of Victorville

Supervisor Paul Cook
County of San Bernardino

West Valley Representatives

Vice Mayor Ray Marquez
City of Chino Hills, *TC Chair*

Mayor Acquanetta Warren
City of Fontana

Mayor Pro Tem Alan Wapner
City of Ontario

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

AGENDA

General Policy Committee Meeting

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Interested persons may submit Public Comment in writing to the Clerk of the Board at clerkoftheboard@gosbcta.com. Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 pm on September 7, 2021.

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

CALL TO ORDER

(Meeting Chaired by Art Bishop)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications - Ashley Izard

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

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

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

CONSENT CALENDAR

Items listed on the Consent Calendar are expected to be routine and non-controversial. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Members.

Consent - Administrative Matters

2. August 2021 Procurement Report

Pg. 12

Receive the August 2021 Procurement Report.

Presenter: Jeffery Hill

This item is not scheduled for review by any other policy committee or technical advisory committee.

DISCUSSION ITEMS

Discussion - Administrative Matters

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

Pg. 20

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

Presenter: Raymond Wolfe

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

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

Pg. 31

That the General Policy Committee recommend 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: Lisa Lazzar

This item is not scheduled for review by any other policy committee or technical advisory committee. 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. 38

That the General Policy Committee recommend the Board of Directors, acting as the San Bernardino County Transportation Authority:

A. Award Contract No. 21-1002625 to Straddling 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.

Agenda Item 5 (cont.)

B. Award Contract No. 21-1002624 to Straddling 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 is not scheduled for review by any other policy committee or technical advisory committee. 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. 90

That the General Policy Committee recommend 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 is not scheduled for review by any other policy committee or technical advisory committee.

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

Pg. 93

That the General Policy Committee recommend 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 is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and the proposed policy revisions.

Discussion - Council of Governments

8. Outdoor Equity Program Grant

Pg. 96

That the General Policy Committee recommend 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 is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Risk Manager have reviewed this item and the draft resolution.

Discussion - Transportation Programming and Fund Administration

9. Amendments to Policy No. 40023 Determination of Proportional Shares of State and Federal Funds between Subareas Measure I 2010-2040 Strategic Plan

Pg. 144

That the General Policy Committee recommend 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. This item is not scheduled for review by any other policy committee or technical advisory committee.

Public Comment

Brief comments from the General Public

Interested persons may submit Public Comment in writing to the Clerk of the Board at clerkoftheboard@gosbcta.com. Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 pm on September 7, 2021.

Comments from Board Members

Brief comments from Board Members

ADJOURNMENT

Additional Information

Attendance

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Acronym List Mission

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Statement

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The next General Policy Committee meeting is scheduled for October 13, 2021.

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

Meeting Procedures - The Ralph M. Brown Act is the state law which guarantees the public's right to participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees. California Governor Gavin Newsom has issued Executive Order N-29-20 waiving portions of the Brown Act requirements during the COVID-19 State of Emergency.

Accessibility – During the COVID-19 crisis, meetings are being held virtually using web-based or telephone technologies. If accessibility assistance is needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk can be reached by phone at (909) 884-8276 or via email at clerkoftheboard@gosbcta.com.

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

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

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

Public Testimony on an Item – Public Comment may be submitted in writing to the Clerk of the Board via email at clerkoftheboard@gosbcta.com. Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 pm the day before the meeting. Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should indicate their request when Public Comment is called for during the meeting. This request to speak can be achieved by either using the ‘Raise Hand’ feature in Zoom platform or by verbally stating interest when the Chair calls for Public Comment. When recognized by the Chair, speakers should be prepared to announce their name for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Members of the public requesting information be distributed to the Board of Directors must provide such information electronically to the Clerk of the Board via email at clerkoftheboard@gosbcta.com no later than 5:00 pm the day before the meeting. The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

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

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

Disruptive or Prohibited Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to be removed from the virtual meeting. Disruptive or prohibited conduct includes without limitation: addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, posting profane or rude content in the virtual meeting environment, or otherwise preventing the Board from conducting its meeting in an orderly manner. Your cooperation is appreciated!

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

Attendance.

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Revised March 2014

Revised May 4, 2016

Minute Action

AGENDA ITEM: 1

Date: September 8, 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 | Crowe LLP <i>Katherine V. Lai</i> | None |
| 5 | 21-1002624; 21-1002625 | Straddling 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 |

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:

Duane Baker, Deputy Executive Director

Approved
General Policy Committee
Date: September 8, 2021

Witnessed By:

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

Minute Action

AGENDA ITEM: 2

Date: September 8, 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 is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Jeffery Hill, Procurement Manager

Approved
General Policy Committee
Date: September 8, 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 (6973 : 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 (ENCS) 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 (6973 : 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 (6973 : 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 (6973 : 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 (6973 : 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 (6973 : August 2021 Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: September 8, 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 has not received prior policy committee or technical advisory committee review.

Responsible Staff:

Raymond Wolfe, Executive Director

Approved
General Policy Committee
Date: September 8, 2021

Witnessed By:

Entity: San Bernardino County Transportation Authority

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

| 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 (7847 : 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 (7847 : Receive the Fiscal Year

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

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| | | | | |
|--|---|---|---|---|
| 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
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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 | | | |
| | | | | |

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

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 | | | |
| | | | | |

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

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

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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 (7847 : Receive the Fiscal Year

Minute Action

AGENDA ITEM: 4

Date: September 8, 2021

Subject:

Amendment 3 to Contract No. 17-1001615 Crowe LLP

Recommendation:

That the General Policy Committee recommend 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 is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Entity: San Bernardino County Transportation Authority

General Policy Committee Agenda Item
September 8, 2021
Page 2

Responsible Staff:

Lisa Lazzar, Chief of Fiscal Resources

Approved
General Policy Committee
Date: September 8, 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: 10/6/2021 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? N/A _____ N/A

Local _____ Services _____ N/A

Accounts Payable

Estimated Start Date: 4/5/2017 Expiration Date: 4/30/2022 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 | | 435,713.00 | | - |
| GL | 1030 | 01 | 0400 | 0000 | 52100 | 43001000 | LTF Admin | | 229,500.00 | | - |
| GL | 2122 | 15 | 0383 | 0000 | 52100 | 42107020 | FTA 5307 CMAQ | | 25,290.00 | | - |
| GL | | | | | | | | | - | | - |
| GL | | | | | | | | | - | | - |
| GL | | | | | | | | | - | | - |
| GL | | | | | | | | | - | | - |
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| GL | | | | | | | | | - | | - |
| GL | | | | | | | | | - | | - |

Lisa Lazzar

Hilda Flores

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: 17-1001615-03 CSS [Revision 3] (7825 : 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."
- 3. 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.

4. 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.
5. 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.
6. The Recitals set forth above are incorporated herein by this reference.
7. 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 (7825 : 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.

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: September 8, 2021

Subject:

Award Disclosure Bond Counsel and Bond Counsel Services Contracts

Recommendation:

That the General Policy Committee recommend the Board of Directors, acting as the San Bernardino County Transportation Authority:

A. Award Contract No. 21-1002625 to Straddling 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 Straddling 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

General Policy Committee Agenda Item

September 8, 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 is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contracts.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
General Policy Committee
Date: September 8, 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.: | | | |

| 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: 10/6/2021 Committee Item # _____

| | | | |
|-----------------|--------------|-----|-----|
| 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

By: _____
 Curt Hagman
 President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
 Blas Alvarez
 Chief Financial Officer

By: _____
 Julianna K. Tillquist
 General Counsel

Date: _____

Date: _____

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 (7947 : 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

Attachment: 21-1002625 - Disclosure Bond Counsel (7947 : Award Disclosure Bond Counsel and Bond Counsel Services Contracts)

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

Attachment: 21-1002625 - Disclosure Bond Counsel (7947 : Award Disclosure Bond Counsel and Bond Counsel Services Contracts)

| | | | |
|---------------------------------|---------------------|----------------|--|
| 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.: | | | |

| 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: | 10/6/2021 | Committee | Item # |
|--------------------|-------|-----------|-----------|--------|

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

| | | | | |
|-----------------------|-----------|------------------|-----------|--------------------------|
| Estimated Start Date: | 10/6/2021 | Expiration Date: | 9/30/2026 | Revised Expiration Date: |
|-----------------------|-----------|------------------|-----------|--------------------------|

Estimated Start Date: 10/6/2021 Expiration Date: 9/30/2026 Revised Expiration Date:

NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

Total Contract Funding: Total Contingency:

[illegible]

Hilda Flores

Hilda Flores

Project Manager (Print Name)

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

By: _____
Curt Hagman
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Blas Alvarez
Chief Financial Officer

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____

Attachment: 21-1002624 - Bond Counsel Services (7947 : Award Disclosure Bond Counsel and Bond Counsel Services Contracts)

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: September 8, 2021

Subject:

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

Recommendation:

That the General Policy Committee recommend 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.

General Policy Committee Agenda Item

September 8, 2021

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

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 is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Colleen Franco, Chief of Management Services

Approved
General Policy Committee
Date: September 8, 2021

Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 7

Date: September 8, 2021

Subject:

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

Recommendation:

That the General Policy Committee recommend 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 4.d 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.

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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 is not scheduled for review by any other policy committee or technical advisory committee. 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
General Policy Committee
Date: September 8, 2021

Witnessed By:

Minute Action

AGENDA ITEM: 8

Date: September 8, 2021

Subject:

Outdoor Equity Program Grant

Recommendation:

That the General Policy Committee recommend 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 with coordination and staffing for outdoor programming 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.

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

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Page 3

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 that the state includes as part of the grant package has some terms which we would like to amend or modify. These terms deal specifically with indemnity. Staff is currently trying to get an answer from the state if changes would be allowed or if requesting changes would disqualify us from receiving the grant. We will report the results of those discussions to the Board when we bring the item to the Board meeting. At that time, staff will describe the options available and the implications to the agency for those options.

Financial Impact:

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

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA 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
General Policy Committee
Date: September 8, 2021

Witnessed By:

**Outdoor Equity Grant
Program
(OEP)**



California Department of Parks and Recreation
Office of Grants and Local Services

**Outdoor Equity Grant
Program Proposal**

Mark Friis

Safe Routes to School Coordinator

Alejandro Gutierrez Chavez

Safe Routes to School Coordinator



cog

San Bernardino
Council of Governments

About the Grant

THE OFFICE OF GRANTS AND LOCAL SERVICES (OGALS) MISSION

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.

The Outdoor Equity Grant Program (OEP) will increase the ability of residents in low income urban and rural communities to participate in outdoor experiences at state parks and other public lands. OEP grants will improve the health and wellness of Californians by connecting underserved communities to natural areas throughout California. This program was established by Assembly Bill 209 (Limón).

GRANT PERFORMANCE PERIOD

July 1, 2020 to June 30, 2023, is the current period for ELIGIBLE COSTS.

Visit parks.ca.gov/oep to sign up for e-mail updates for the program.

AMOUNT AVAILABLE

\$19 million is available for competitive GRANTS statewide.

GRANT AMOUNT PER APPLICATION

- Maximum grant request per COMMUNITY HOME BASE: \$700,000
- Minimum grant request per COMMUNITY HOME BASE: \$20,000
- There is no match requirement



OUR VISION FOR SAN BERNARDINO COUNTY OEP GRANT

- With the help of SBC Unified School District, identify and engage at-risk students to participate in an youth led outdoor ambassador program that kicks off with a weeklong camp in the San Bernardino Mountains (Camp Edwards).
- Establish the Garcia Center of the Arts as a community gathering place for cultural and outdoor experiences.
- 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



COMMUNITY HOME BASE- GARCIA CENTER for the ARTS

The Garcia Center is perfectly positioned in the SB community to meet criteria set forth in grant. It is in one of the severe disadvantaged communities in the state. The center also has a well established foundation in the community which makes it ideal to partner with for adding quality of life events and programs. The OEP grant will further the mission Garcia as a cultural location. Through its art and music programs, we can further gather local participation in many activities.



Community Partner- Lifting Our Stories

Lifting Our Stories (L.O.S.) is a non-profit organization that seeks to inspire and empower San Bernardino youth and the community through an outdoor-based leadership curriculum.

L.O.S. was founded by two young San Bernardino natives who believe the outdoors has the power to transform life.

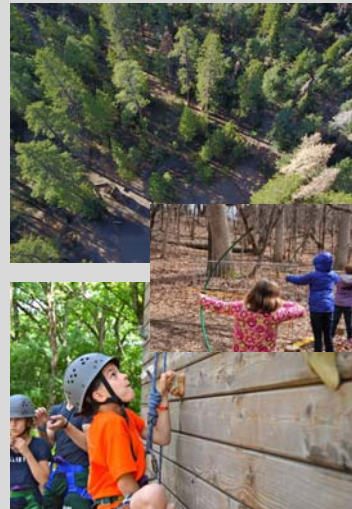
Through the OEP grant, L.O.S. will provide transformational outdoor leadership development, service learning projects, and mentorship opportunities to the youth and greater community of San Bernardino.



CAMP EDWARDS -YMCA East Valley

A traditional camp environment for all in the San Bernardino Mountains, Camp Edwards is perfect for children and families. Tucked in the San Geronio Mountains, Camp Edwards is brimming with adventure and excitement. From the thrill of the zip line to the scenic heights of the rock climb wall, the possibilities are endless when at Camp. Camp Edwards is a special place where memories of a lifetime are made and life-long friendships are formed.

Camp Edwards is not only a place for fun, exciting moments to happen; we see Camp Edwards as a place where youth lay the foundation for an active lifestyle. It is at our camp where many develop a passion for the outdoors, where new friendships are forged and confidence is found. All kids deserve the opportunity to discover who they are and what they can achieve, under the guidance of adults who care about them and believe in their potential.



LOCAL DESTINATIONS and 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



NATURAL DESTINATIONS

- Joshua Tree NP-Bouldering
- Silverwood SP-Boating, swimming
- Mitchell Caverns SP
- Providence Mountains-Stargazing
- Wildwood SP-Horseback Riding
- Big Bear Discovery Center
- Calico Ghost Town
- Gateway Ranch(Redlands Conservancy) - Hiking and Native Plants Education
- Grey's peak/Castle Rock-Hiking
- San Bernardino Peak-Hiking
- Keller Peak - Rock Climbing



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



OTHER ASSETS OF THE PROGRAM:

- Community Building
- Pride for Residents and Students
- Cultural and Environmental Awareness
- Civic Responsibility
- Capacity for change through Partnerships

THANKS FOR CONSIDERING THIS OPPORTUNITY!!!



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 (7932 : 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 (7932 : 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 | |

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 (7932 : 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 GRANTEEES 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.

Minute Action

AGENDA ITEM: 9

Date: September 8, 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 General Policy Committee recommend 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

Program Schedule:

General Policy Committee Agenda Item

September 8, 2021

Page 4

- 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. This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Vanessa Schoenewald, Management Analyst III

Approved
General Policy Committee
Date: September 8, 2021

Witnessed By:

San Bernardino County Transportation Authority

| | | |
|---|-----------------|--------------|
| 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> |

Additional Information

GENERAL POLICY COMMITTEE ATTENDANCE RECORD – 2021

| Name | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec |
|--|-----|-----|-------|-------|-----|------|------|-----|------|-----|-----|-----|
| Paul Cook Board of Supervisors | | X | X | X | X | X | | X | | | | |
| Dawn Rowe Board of Supervisors | | X | X | X | X | X | | X | | | | |
| Curt Hagman Board of Supervisors | | X | X | X | X | X | | X | | | | |
| Art Bishop Town of Apple Valley | | X | X | X | X | X | | X | | | | |
| Rick Herrick City of Big Bear Lake | | | X | X | X | X | | | | | | |
| Ray Marquez City of Chino Hills | | | | | | | | X | | | | |
| Frank Navarro City of Colton | | X | X | X | X | X | | X | | | | |
| Acquanetta Warren City of Fontana | | X | X | X | X | X | | X | | | | |
| Darcy McNaboe City of Grand Terrace | | X | X | X | X | X | | X | | | | |
| Larry McCallon City of Highland | | X | X | X | X | X | | X | | | | |
| Edward Paget City of Needles | | | | | | | | | | | | |
| Alan Wapner City of Ontario | | X | X | X | X | X | | X | | | | |
| L. Dennis Michael City of Rancho Cucamonga | | X | X | X | X | X | | | | | | |
| Debra Jones City of Victorville | | | | | | | | X | | | | |
| Rick Denison Town of Yucca Valley | | X | X | X | X | X | | | | | | |

Communication: Attendance (Additional Information)

X = Member attended meeting.
Shaded box = No meeting.

* = Alternate member attended meeting.

Empty box = Member did not attend meeting.

Crossed out box = Not a Board Member at the time.

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. Staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

| | |
|----------|--|
| AB | Assembly Bill |
| ACE | Alameda Corridor East |
| ACT | Association for Commuter Transportation |
| ADA | Americans with Disabilities Act |
| ADT | Average Daily Traffic |
| APTA | American Public Transportation Association |
| AQMP | Air Quality Management Plan |
| ARRA | American Recovery and Reinvestment Act |
| ATMIS | Advanced Transportation Management Information Systems |
| BAT | Barstow Area Transit |
| CALACT | California Association for Coordination Transportation |
| CALCOG | California Association of Councils of Governments |
| CALSAFE | California Committee for Service Authorities for Freeway Emergencies |
| CARB | California Air Resources Board |
| CEQA | California Environmental Quality Act |
| CMAQ | Congestion Mitigation and Air Quality |
| CMIA | Corridor Mobility Improvement Account |
| CMP | Congestion Management Program |
| CNG | Compressed Natural Gas |
| COG | Council of Governments |
| CPUC | California Public Utilities Commission |
| CSAC | California State Association of Counties |
| CTA | California Transit Association |
| CTC | California Transportation Commission |
| CTC | County Transportation Commission |
| CTP | Comprehensive Transportation Plan |
| DBE | Disadvantaged Business Enterprise |
| DEMO | Federal Demonstration Funds |
| DOT | Department of Transportation |
| EA | Environmental Assessment |
| E&D | Elderly and Disabled |
| E&H | Elderly and Handicapped |
| EIR | Environmental Impact Report (California) |
| EIS | Environmental Impact Statement (Federal) |
| EPA | Environmental Protection Agency |
| FHWA | Federal Highway Administration |
| FSP | Freeway Service Patrol |
| FRA | Federal Railroad Administration |
| FTA | Federal Transit Administration |
| FTIP | Federal Transportation Improvement Program |
| GFOA | Government Finance Officers Association |
| GIS | Geographic Information Systems |
| HOV | High-Occupancy Vehicle |
| ICTC | Interstate Clean Transportation Corridor |
| IEEP | Inland Empire Economic Partnership |
| ISTEA | Intermodal Surface Transportation Efficiency Act of 1991 |
| IIP/ITIP | Interregional Transportation Improvement Program |
| ITS | Intelligent Transportation Systems |
| IVDA | Inland Valley Development Agency |
| JARC | Job Access Reverse Commute |
| LACMTA | Los Angeles County Metropolitan Transportation Authority |
| LNG | Liquefied Natural Gas |
| LTF | Local Transportation Funds |

Acronym List

| | |
|------------|--|
| MAGLEV | Magnetic Levitation |
| MARTA | Mountain Area Regional Transportation Authority |
| MBTA | Morongo Basin Transit Authority |
| MDAB | Mojave Desert Air Basin |
| MDAQMD | Mojave Desert Air Quality Management District |
| MOU | Memorandum of Understanding |
| MPO | Metropolitan Planning Organization |
| MSRC | Mobile Source Air Pollution Reduction Review Committee |
| NAT | Needles Area Transit |
| NEPA | National Environmental Policy Act |
| OA | Obligation Authority |
| OCTA | Orange County Transportation Authority |
| PA&ED | Project Approval and Environmental Document |
| PASTACC | Public and Specialized Transportation Advisory and Coordinating Council |
| PDT | Project Development Team |
| PNRS | Projects of National and Regional Significance |
| PPM | Planning, Programming and Monitoring Funds |
| PSE | Plans, Specifications and Estimates |
| PSR | Project Study Report |
| PTA | Public Transportation Account |
| PTC | Positive Train Control |
| PTMISEA | Public Transportation Modernization, Improvement and Service Enhancement Account |
| RCTC | Riverside County Transportation Commission |
| RDA | Redevelopment Agency |
| RFP | Request for Proposal |
| RIP | Regional Improvement Program |
| RSTIS | Regionally Significant Transportation Investment Study |
| RTIP | Regional Transportation Improvement Program |
| RTP | Regional Transportation Plan |
| RTPA | Regional Transportation Planning Agencies |
| SB | Senate Bill |
| SAFE | Service Authority for Freeway Emergencies |
| SAFETEA-LU | Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users |
| SCAB | South Coast Air Basin |
| SCAG | Southern California Association of Governments |
| SCAQMD | South Coast Air Quality Management District |
| SCRRA | Southern California Regional Rail Authority |
| SHA | State Highway Account |
| SHOPP | State Highway Operations and Protection Program |
| SOV | Single-Occupant Vehicle |
| SRTP | Short Range Transit Plan |
| STAF | State Transit Assistance Funds |
| STIP | State Transportation Improvement Program |
| STP | Surface Transportation Program |
| TAC | Technical Advisory Committee |
| TCIF | Trade Corridor Improvement Fund |
| TCM | Transportation Control Measure |
| TCRP | Traffic Congestion Relief Program |
| TDA | Transportation Development Act |
| TEA | Transportation Enhancement Activities |
| TEA-21 | Transportation Equity Act for the 21 st Century |
| TMC | Transportation Management Center |
| TMEE | Traffic Management and Environmental Enhancement |
| TSM | Transportation Systems Management |
| TSSDRA | Transit System Safety, Security and Disaster Response Account |
| USFWS | United States Fish and Wildlife Service |
| VCTC | Ventura County Transportation Commission |
| VVTA | Victor Valley Transit Authority |
| WRCOG | Western Riverside Council of Governments |



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