

AGENDA
General Policy Committee Meeting
October 13, 2021
9:00 AM

Location

San Bernardino County Transportation Authority

First Floor Lobby Board Room

1170 W. 3rd Street, San Bernardino, CA 92410

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

**October 13, 2021
9:00 AM**

Location

SBCTA

**First Floor Lobby Board Room
1170 W. 3rd Street, San Bernardino, CA 92410**

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

Pg. 11

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. September 2021 Procurement Report

Pg. 12

Receive the September 2021 Procurement Report.

Presenter: Jeffery Hill

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

3. Budget to Actual Report for Fourth Quarter Ending June 30, 2021

Pg. 20

Receive and file Budget to Actual Report for fourth quarter ending June 30, 2021.

Presenter: Lisa Lazzar

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

4. Measure I Revenue

Pg. 30

Receive report on Measure I receipts for Measure I 2010-2040.

Presenter: Lisa Lazzar

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

DISCUSSION ITEMS

Discussion - Administrative Matters

5. 2022 General Policy Committee Meeting Schedule

Pg. 32

Approve the 2022 General Policy Committee meeting schedule.

Presenter: Duane Baker

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

6. Revision To Policy No. 34509

Pg. 46

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

Approve minor revisions to Policy No. 34509 to be consistent with reclassification of positions created in January 2021 reorganization and to more accurately reflect legal review processes.

Presenter: Julianna Tillquist

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA's General Counsel has reviewed this item and the proposed policy revisions.

7. Financial Policy No. 20000

Pg. 52

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Associated Governments (SBCOG):

Amend Financial Policy No. 20000 with staff-recommended changes to update Section VI, Budget Amendment Policy, to modify wording for clarification on budget amendment to reallocate salary costs, and Section VII, Revenue Policies, to authorize the Executive Director or designee to approve and execute funding/revenue agreements or amendments as long as SBCTA is not required to incur additional cost or staff that is not budgeted. Board approval will still be required for SBCOG revenue agreements.

Presenter: Hilda Flores

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item and the draft policy.

8. Finance Reorganization

Pg. 59

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

Approve the reorganization of the Finance Department to add an Accounting Manager position; to reclassify the Toll Financial Administrator position to Toll Financial Supervisor and update its job description, title and salary range; and to reclassify one position from Accounting Assistant to Senior Accounting Assistant.

Presenter: Hilda Flores

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

9. Surplus Property Inventory

Pg. 70

Receive and file Surplus Property Inventory Report.

Presenter: Lisa Lazzar

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

10. Rating Services Sole Source Agreements

Pg. 72

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

A. Find that it is in the best interest of the agency to award the **Sole Source** Agreement No. 22-1002704 for Rating Services to DBRS Limited in association with the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan, for five (5) years of services through March 1, 2027, for an amount not-to-exceed \$190,000.

B. Find that it is in the best interest of the agency to ratify the **Sole Source** Agreement No. 21-1002607 for Rating Services with Kroll Bond Rating Agency, LLC, in association with the TIFIA loan, with an evergreen term, where SBCTA will terminate in writing at the conclusion of the loan, and approve five (5) years of payments, increasing the current authorized amount by \$20,000 for a total not-to-exceed amount of \$120,000.

Agenda Item 10 (cont.)

C. Find that it is in the best interest of the agency to ratify the **Sole Source** Agreement No. 20-1002281 for Rating Services with Moody's Investors Services, Inc., in association with the commercial paper issuance, with an evergreen term, where SBCTA will terminate in writing at the conclusion of the loan, and approve increasing the current authorized amount by \$65,950 to cover fees through September 2023 and ratify the expenditures for work done after the initial amount was expended, for a total not-to-exceed amount of \$107,500.

D. Find that it is in the best interest of the agency to ratify the **Sole Source** Agreement No. 20-1002295 for Rating Services with Standard and Poors Global, in association with the commercial paper issuance, with an evergreen term, where SBCTA will terminate in writing at the conclusion of the loan. The current agreement covers the fees through the maturity of the commercial paper for a total not-to-exceed amount of \$66,000.

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 agreements.

Discussion - Regional/Subregional Planning

11. Grant Application Strategy for the 2022 Senate Bill 1 Competitive Programs and the 2022 Transit and Intercity Rail Capital Program

Pg. 114

Receive information on an initial grant application strategy for 2022 Senate Bill 1 Competitive Programs and the Transit and Intercity Rail Capital Program for San Bernardino County Transportation Authority projects.

Presenter: Steve Smith

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

12. 2021 Transportation Development Act - Article 3 Bicycle and Pedestrian Project Awards

Pg. 119

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

Award Transportation Development Act Article 3 funds for Bicycle and Pedestrian Facilities projects in the amount of \$3,119,595 as identified in Attachment A to this item.

Presenter: Ginger Koblasz

This item is not scheduled for review by any other policy committee or technical advisory committee. The result of the award has been emailed to the Transportation Technical Advisory Committee in parallel with the release of the General Policy Committee agenda.

Discussion - Transportation Programming and Fund Administration

13. 2022 State Transportation Improvement Program

Pg. 122

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority, approve the following programming proposals to be submitted to the California Transportation Commission (CTC) for inclusion in the 2022 State Transportation Improvement Program (STIP):

A. Deprogram \$2.89 million of Regional Improvement Program (RIP) funds in Fiscal Year (FY) 2023/2024 for construction of the Interstate 10 (I-10) Eastbound Truck Climbing Lane.

B. Propose programming an additional \$2.091 million of RIP funds for Planning, Programming, and Monitoring activities.

C. Propose an amendment consistent with the current sequenced approach and timeline for constructing the I-10 Corridor Contract 2 project from Interstate 15 (I-15) to Pepper Avenue in the City of Colton, increasing the RIP programming from \$22.065 million to \$54.242 million in FY 2025/2026 for the construction phase and programming \$11.949 million of Federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funds apportioned through the STIP and administered by the CTC in FY 2022/2023 for the design phase.

D. Nominate the US 395 Phase 2 Project from I-15 to Palmdale Road and program \$18.647 million of RIP funds for construction in FY 2023/2024.

E. Nominate the Zero-Emission Multiple Unit Conversion Project and program \$7.5 million of RIP funds for construction in FY 2026/2027.

Presenter: Vanessa Schoenewald

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

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

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Acronym List

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Mission Statement

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The General Policy Committee meeting scheduled for November 10, 2021 will be cancelled. The next General Policy Committee meeting is scheduled for December 8, 2021

Meeting Procedures and Rules of Conduct

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

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

Agendas – All agendas are posted at www.gosbcta.com/board/meetings-agendas/ at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed online at that web address. Agendas are also posted at 1170 W. 3rd Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting.

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

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

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

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

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

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

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

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

Attendance.

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Revised March 2014

Revised May 4, 2016

Minute Action

AGENDA ITEM: 1

Date: *October 13, 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
10	21-1002704	DBRS Limited <i>Suneil Ramesh</i> <i>Andrew Chiu</i>	None
	21-1002607	Kroll Bond Rating Agency, LLC <i>Maria de Urquijo</i> <i>Marisol Gonzalez</i>	None
	20-1002281	Moody's Investors Services, Inc. <i>Jacek Stolarz, Asst Vice President -</i> <i>Analyst</i>	None
	20-1002295	Standard and Poors Global <i>Rekha Reddy</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: October 13, 2021

Witnessed By:

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

Minute Action

AGENDA ITEM: 2

Date: *October 13, 2021*

Subject:

September 2021 Procurement Report

Recommendation:

Receive the September 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 October 6, 2021. The Board of Directors authorized the Executive Director, or his designee, to approve: a) contracts and purchase orders up to \$100,000; b) Contract Task Orders (CTO) up to \$500,000 and for CTOs originally \$500,000 or more, increasing the CTO amount up to \$250,000; 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 or purchase order value or \$100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by the Board of Directors; and g) release Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation for Bids (IFB) for proposed contracts from which funding has been approved in the Annual Budget, and are estimated not-to-exceed \$1,000,000.

The Board of Directors further authorized General Counsel to award and execute legal services contracts up to \$100,000 with outside counsel as needed, and authorized Department Directors to approve and execute Contingency Amendments that do-not-exceed contingency amounts authorized by Board of Directors. A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director and/or General Counsel during the month of September 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: October 13, 2021

Witnessed By:

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

Attachment A

September Contract Actions

New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount
22-1002666	Sole Source – To provide hydrogen safety input including the review of Arrow Maintenance Facility hydrogen fuel upgrade.	Center for Hydrogen Safety (CHS), an entity of the American Institute of Chemical Engineers (AIChE)	\$72,000.00
22-1002671	Support services for SharePoint Portals and server environment, applications, and users.	Agiline Software LLC	\$14,400.00
22-1002672	Office Supplies, Janitorial supplies, and furniture	Staples	\$70,000.00
22-1002696	Sole Source – Interstate 10 (I-10) Cedar Project Section 190 Funds Nomination Preparation.	Douglas Engineering, Inc.	\$11,844.52
22-1002677	Litigation defense related to Property Assessed Clean Energy (PACE) Assessments	Best Best & Krieger, LLP	\$10,000.00
22-1002682	Visitor Management Software	Envoy, Inc.	\$7,198.20

Attachment A

September 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
18-1001876 Amendment 2	Increase the contract not-to-exceed amount for full and final settlement. Project: Construction Management Services for State Route 60 (SR 60) Archibald Avenue Interchange Project.	Southstar Engineering & Consulting, Inc.	Original \$1,892,217.00 Amendment 1 \$218,000.00 Contingency Amendment 1A \$189,220.00	\$99,999.00	\$2,399,436.0
17-1001616 Amendment 2	Exercise the second of three option terms. Project: Vanpool leasing Services.	Enterprise Rideshare	Original \$1,300,000 Amendment 1 \$0.00	\$0.00	\$1,300,000.0
18-1001890 Amendment 2	Extended the contract term by one year. Project: SBCTA website Support Services.	Planeteria Media, LLC	Original \$75,000.00 Amendment 1 \$0.00	\$0.00	\$75,000.0

Attachment: September Procurement Report Attachment A (6974 : September 2021 Procurement Report)

Attachment A

September 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
20-1002377 CTO 6	Interstate 215 (I-215) University supplemental initial site assessment.	Vandermost Consulting Services, Inc.	\$3,000,000	Various CTOs not including CTO 6 \$213,538.58	\$9,500.00
20-1002377 CTO 7	Interstate 10 (I-10) Cedar interchange ADL site investigation	Vandermost Consulting Services, Inc.	\$3,000,000	Various CTOs not including CTO 7 \$175,488.58	\$47,550.00
19-1002000 CTO 8 Amendment 1	Added diesel multiple unit (DMU) train testing outreach on the Perris Valley Line (PVL) to the public outreach plan	Costin Public Outreach Group	\$6,000,000.00	Various CTOs not including CTO 8 Totaling \$4,559,797.00	Original \$224,220.00 Amendment 1 \$40,000.00 Total \$264,220.00
19-1002000 CTO 23	Public outreach and event management for the SBCTA 3 rd Annual State of Transportation event.	Costin Public Outreach Group	\$6,000,000.00	Various CTOs not including CTO 23 Totaling \$4,809,517.00	\$14,500.00

Attachment: September Procurement Report Attachment A (6974 : September 2021 Procurement Report)

Attachment A

September 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: September Procurement Report Attachment A (6974 : September 2021 Procurement Report)

Attachment A

September Purchase Order Actions

Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4002199	9/22/21	Fastenal Company	Zoll AED 3x3 and program management	\$5,910.4
4002201	9/30/21	Props AV LLC	Videography services	\$6,300.0

Attachment A

September 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: September Procurement Report Attachment A (6974 : September 2021 Procurement Report)

Attachment B**September 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
10/4/21	RFP 22-1002683	\$180,000.00	January 2022	Offsite storage for SBCTA records.

Attachment: September Procurement Report Attachment B (6974 : September 2021 Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: October 13, 2021

Subject:

Budget to Actual Report for Fourth Quarter Ending June 30, 2021

Recommendation:

Receive and file Budget to Actual Report for fourth quarter ending June 30, 2021.

Background:

The Fiscal Year 2020/2021 Budget (FY Budget) for new activity was adopted by the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) on June 3, 2020. This report provides a summary of program activity and task activity compared to the FY Budget. Budgetary information includes the original and revised budgets and expenditures as of June 30, 2021.

The report is broken down by Fund group and provides a percentage of the budget received or expended through June 30, 2021.

The following is an explanation for significant percentage changes by Fund type:

General Fund

A. Revenues:

1. Measure I Sales Tax revenues resulted higher than budgeted. The negative impact of the coronavirus (COVID-19) pandemic was much less impactful than anticipated. Sales tax revenue received in July and August are accrued in Fiscal Year 2020/2021 since collections pertain to May and June.
2. Investment earnings are normally not budgeted and interest is distributed to the appropriate funds at year-end based on ending cash balances.

B. Expenditures:

1. Expenditures ended low mainly due to the timing of capital expenditures or program activities.

C. Other Financing Sources:

1. Operating transfers in represent cash transfers to reimburse expenditures funded by the Local Transportation Fund, State Transit Assistance Fund, and State of Good Repair Fund. The amount represents reimbursements that are processed on a quarterly basis, based on actual expenditures incurred.
2. Operating transfers out are a combination of cash transfers within the General Fund to fund the Indirect Cost Fund.

Federal Highway Fund

A. Revenues:

1. The timing for collections of revenues fluctuates as all federal grants are on a reimbursement basis.
2. Investment earnings are normally not budgeted.
3. Miscellaneous Revenues include in-kind contributions from BNSF Railway for the Mt. Vernon Viaduct Project.

B. Expenditures:

1. Expenditures ended low mainly due to the timing of capital expenditures, which can take several years.

C. Other Financing Sources:

1. Operating transfers in represent transfers for the Mt. Vernon Viaduct Project, US Highway 395 (US 395) Widening Project and Interstate 10 (I-10) Pepper Street projects. Commercial paper was not drawn for the Mt. Vernon Viaduct Project in Fiscal Year 2020/2021.
2. Operating transfers out represent transfers to optimize federal funding for the Interstate 215 (I-215) Bi-County HOV Gap Closure, I-215 Barton Road, and US 395 projects.

Federal Transit Administration Fund

A. Revenues:

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

B. Expenditures:

1. Expenditures ended low mainly due to the timing of capital expenditures, which can take several years.

State Highway Fund

A. Revenues:

1. The timing for collections of revenues fluctuates as most state grants are on a reimbursement basis.
2. Investment earnings are normally not budgeted.

B. Expenditures:

1. Expenditures ended low due to the timing of capital expenditures, which can take several years.

C. Other Financing Sources:

1. Operating transfers in represent transfers for the US 395 project and account for reallocation of condemnation deposits.
2. Operating transfers out represent transfers to optimize state funding from State Transportation Improvement Program/Regional Improvement Program.

Proposition 1B Fund

A. Revenues:

1. The revenue recognition for most Proposition 1B funds is when expenditures are incurred, as the cash is received in advance.
2. Investment earnings are normally not budgeted.

B. Expenditures:

1. Expenditures ended low mainly due to the timing of capital expenditures, which can take several years.

Local Transportation Fund (LTF)

A. Revenues:

1. LTF revenue resulted higher than budgeted. The negative impact of the COVID-19 pandemic was much less impactful than anticipated. Sales tax revenue received in July and August are accrued in Fiscal Year 2020/2021 since collections pertain to May and June.
2. Interest is recorded based on earnings reported by the County of San Bernardino where the LTF funds are deposited and includes fair value adjustment recognized in the prior fiscal year per Government Accounting Standards Board Statement 31 (GASB 31).

B. Expenditures:

1. Funds are encumbered to ensure they are available to pay for the allocations approved by the Board. The encumbrances are removed at year-end and carried over to the new fiscal year.

C. Other Financing Sources:

1. Operating transfers out are recorded to recognize funds to support transit related projects which are recorded in the General Fund.

State Transit Assistance Fund (STAF)

A. Revenues:

1. The timing for recording of revenues fluctuates based on the period of performance upon distribution from the state.
2. Interest is recorded based on earnings reported by the County of San Bernardino where the LTF funds are deposited and includes fair value adjustment recognized in the prior fiscal year per GASB 31. Due to the negative impact of the COVID-19 pandemic, interest earnings were negative for the year.

B. Expenditures:

1. Funds are encumbered to ensure they are available to pay for the allocations approved by the Board. The encumbrances are removed at year-end and carried over to the new fiscal year.

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the General Fund to fund transit activities which are based on a reimbursement basis.

Senate Bill 1

A. Revenues:

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

B. Expenditures:

1. Expenditures ended low due to the timing of capital expenditures, which can take several years.

C. Other Financing Sources:

1. Operating transfers out represent transfers that optimize funding for the US 395 project.

Measure I 1990-2010 Fund

A. Revenues:

1. Interest is distributed to the appropriate funds at year-end based on ending cash balances and includes fair value adjustment recognized in the prior fiscal year per GASB 31. Due to the negative impact of the COVID-19 pandemic, interest earnings were negative for the year.

B. Expenditures:

1. Expenditures ended low due to the timing of capital expenditures, which can take several years.

Measure I 2010-2040 Fund

A. Revenues:

1. Measure I Sales Tax revenues resulted higher than budgeted. The negative impact of the COVID-19 pandemic was much less impactful than anticipated. Sales tax revenue received in July and August are accrued in Fiscal Year 2020/2021 since collections pertain to May and June.
2. Interest is distributed to the appropriate funds at year-end based on ending cash balances and includes fair value adjustment recognized in the prior fiscal year per GASB 31. Due to the negative impact of the COVID-19 pandemic, interest earnings were negative for the year.

B. Expenditures:

1. Expenditures ended low due to the timing of capital expenditures, which can take several years.
2. Funds for the Fund Administration program are encumbered to ensure they are available to pay for the allocations approved by the Board. The encumbrances are removed at year-end and carried over to the new fiscal year.

C. Other Financing Sources:

1. Operating transfers in represent transfers to optimize state and federal funding for the I-215 Bi-County HOV Gap Closure, I-215 Barton Road, US 395 and I-10 Pepper Street projects.
2. Operating transfers out represent cash transfers to the General Fund to fund the Indirect Cost Fund and to the Debt Service Fund to cover debt service expenditures.

Debt Service Fund

A. Revenues:

1. Investment earnings are not budgeted.

B. Expenditures:

1. Expenditures are debt service (principal and interest) payments processed semi-annually on two outstanding sales tax revenue bonds.

C. Other Financing Sources:

1. Transfers in represent a cash transfer from various Measure I Funds to cover debt service expenditures.

Capital Projects Fund

A. Revenues:

1. The timing for collections of revenues fluctuates as most projects are funded on a reimbursement basis.
2. Interest is distributed to the appropriate funds at year-end based on ending cash balances.
3. Miscellaneous Revenues are mainly contributions from non-government entities for construction projects per various agreements.

B. Expenditures:

1. Expenditures ended low due to the timing of capital expenditures, which can take several years.

C. Other Financing Sources:

1. Operating transfers in represent transfers to optimize state and federal funding for the Freeway Service Patrol (FSP) and Mt. Vernon Viaduct projects.
2. Operating transfers out represent transfers that optimize local funding within the Mt. Vernon Viaduct, US 395 Widening and I-10 Pepper Street Projects. Commercial paper was not drawn for the Mt. Vernon Viaduct Project in Fiscal Year 2020/2021.

Non-major Governmental Funds – Excluding Council of Governments

A. Revenues:

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

2. Interest is distributed to the appropriate funds at year-end based on ending cash balances. Due to the negative impact of the COVID-19 pandemic, interest earnings were negative for the year.

B. Expenditures:

1. Expenditures ended low due to the timing of capital expenditures, which can take several years.

C. Other Financing Sources:

1. Operating transfers out represent mainly cash transfers to fund the Indirect Cost Fund and to optimize state funding for the FSP program and US 395 Widening Project.

Council of Governments Fund

A. Revenues:

1. The timing of collection of revenues fluctuates as this program is mostly funded on a reimbursement basis.
2. Interest is distributed to the appropriate funds at year-end based on ending cash balances and includes fair value adjustment recognized in the prior fiscal year per GASB 31. Due to the negative impact of the COVID-19 pandemic, interest earnings were negative for the year.

B. Expenditures:

1. Expenditures ended low due to the timing of program activities.

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to fund the Indirect Cost Fund.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Lisa Lazzar, Chief of Fiscal Resources

Approved
General Policy Committee
Date: October 13, 2021

Witnessed By:

Fiscal Year 2020-2021
Fourth Quarter Budget to Actual Report
June 30, 2021

	2020-2021 Original Budget	Amendments	2020-2021 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
GENERAL FUND							
Revenues							
Sales Tax-MSI	1,439,000	-	1,439,000	2,223,207	-	(784,207)	-54.50%
Charges for Services	564,809	-	564,809	594,968	-	(30,159)	-5.34%
Investment Earnings	97,350	-	97,350	36,483	-	60,867	62.52%
Miscellaneous	-	-	-	810	-	(810)	0.00%
Total Revenues	2,101,159	-	2,101,159	2,855,468	-	(754,309)	-35.90%
Expenditures							
General Government	11,303,436	361,270	11,664,706	8,832,575	-	2,832,131	24.28%
Regional & Subregional Planning	1,069,939	3,282	1,073,221	452,358	-	620,863	57.85%
Transit	38,447,195	(4,660,451)	33,786,744	25,762,839	-	8,023,905	23.75%
Project Delivery	21,855	(21,600)	255	-	-	255	100.00%
Fund Administration	776,248	7,610	783,858	512,007	-	271,851	34.68%
Total Expenditures	51,618,673	(4,309,889)	47,308,784	35,559,779	-	11,749,005	24.83%
Other Financing Sources							
Transfers in	48,255,107	3,392,059	51,647,166	34,089,680	-	17,557,486	34.00%
Transfers out	(4,757,061)	(4,307)	(4,761,368)	(4,741,193)	-	(20,175)	0.42%
Total Other Financing Sources	43,498,046	3,387,752	46,885,798	29,348,487	-	17,537,311	37.40%
Revenues Over (Under) Expenditures	(6,019,468)	7,697,641	1,678,173	(3,355,824)	-	5,033,997	
NOTE: Transfers in are from LTF, STA, and SGR revenue for budget purposes. The comprehensive annual financial report accounts for the activity in the individual funds of LTF, STA, and SGR, not the general fund.							
FEDERAL HIGHWAY FUND							
Revenues							
Intergovernmental	137,566,070	-	137,566,070	80,859,136	-	56,706,934	41.22%
Investment Earnings	-	-	-	24,407	-	(24,407)	0.00%
Miscellaneous	-	-	-	1,863,291	-	(1,863,291)	100.00%
Total Revenues	137,566,070	-	137,566,070	82,746,834	-	54,819,236	39.85%
Expenditures							
Transit	1,089,024	4,000	1,093,024	1,092,334	-	690	0.06%
Project Delivery	158,477,046	46,000	158,523,046	95,226,190	-	63,296,856	39.93%
Total Expenditures	159,566,070	50,000	159,616,070	96,318,524	-	63,297,546	39.66%
Other Financing Sources							
Transfers in	22,000,000	162,568	22,162,568	162,571	-	21,999,997	99.27%
Transfers out	-	(542,317)	(542,317)	(542,317)	-	-	0.00%
Total Other Financing Sources	22,000,000	(379,749)	21,620,251	(379,746)	-	21,999,997	0.00%
Revenues Over (Under) Expenditures	-	(429,749)	(429,749)	(13,951,436)	-	13,521,687	
FEDERAL TRANSIT ADMINISTRATION FUND							
Revenues							
Intergovernmental	41,652,319	-	41,652,319	42,440,774	-	(788,455)	-1.89%
Total Revenues	41,652,319	-	41,652,319	42,440,774	-	(788,455)	-1.89%
Expenditures							
Transit	41,652,319	7,000,000	48,652,319	43,752,561	-	4,899,758	10.07%
Total Expenditures	41,652,319	7,000,000	48,652,319	43,752,561	-	4,899,758	10.07%
Revenues Over (Under) Expenditures	-	(7,000,000)	(7,000,000)	(1,311,787)	-	(5,688,213)	
STATE HIGHWAY FUND							
Revenues							
Intergovernmental	95,713,255	-	95,713,255	62,508,602	-	33,204,653	34.69%
Investment Earnings	-	-	-	1,319	-	(1,319)	100.00%
Total Revenues	95,713,255	-	95,713,255	62,509,921	-	33,203,334	34.69%
Expenditures							
General Government	4,178	(3,715)	463	463	-	-	0.00%
Regional & Subregional Planning	331,366	46,180	377,546	377,546	-	-	0.00%
Transit	15,783,255	50,000	15,833,255	14,332,704	-	1,500,551	9.48%
Project Delivery	78,862,000	-	78,862,000	41,685,478	-	37,176,522	47.14%
Fund Administration	732,456	(42,465)	689,991	689,991	-	-	0.00%
Total Expenditures	95,713,255	50,000	95,763,255	57,086,182	-	38,677,073	40.39%
Other Financing Sources							
Transfers in	-	306,225	306,225	306,228	-	(3)	-100.00%
Transfers out	-	(317,943)	(317,943)	(317,941)	-	(2)	100.00%
Total Other Financing Sources	-	(11,718)	(11,718)	(11,713)	-	(5)	0.00%
Revenues Over (Under) Expenditures	-	(367,943)	(367,943)	5,412,026	-	(5,473,741)	

Attachment: Budget to Actual 4th Qtr 2021 (6920 : Budget to Actual Report - 4th Qtr 2020/2021)

Fiscal Year 2020-2021
Fourth Quarter Budget to Actual Report
June 30, 2021

	2020-2021 Original Budget	Amendments	2020-2021 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
PROPOSITION 1B FUND							
Revenues							
Intergovernmental	2,810,000	-	2,810,000	3,680,926	-	(870,926)	-30.99%
Investment Earnings	8,000	-	8,000	305,981	-	(297,981)	-3724.76%
Total Revenues	2,818,000	-	2,818,000	3,986,907	-	(1,168,907)	-41.48%
Expenditures							
Transit	8,461,783	-	8,461,783	1,653,929	-	6,807,854	80.45%
Project Delivery	2,810,000	8,638,000	11,448,000	88	-	11,447,912	100.00%
Total Expenditures	11,271,783	8,638,000	19,909,783	1,654,017	-	18,255,766	91.69%
Revenues Over (Under) Expenditures	(8,453,783)	(8,638,000)	(17,091,783)	2,332,890	-	(19,424,673)	
LOCAL TRANSPORTATION FUND							
Revenues							
Sales Tax-LTF	83,771,793	-	83,771,793	127,319,839	-	(43,548,046)	-51.98%
Investment Earnings	1,200,000	-	1,200,000	463,962	-	736,038	61.34%
Total Revenues	84,971,793	-	84,971,793	127,783,801	-	(42,812,008)	-50.38%
Expenditures							
Transit	91,100,000	(44,180)	91,055,820	39,760,552	-	51,295,268	56.33%
Total Expenditures	91,100,000	(44,180)	91,055,820	39,760,552	-	51,295,268	56.33%
Other Financing Sources							
Transfers out	(25,334,420)	(834,447)	(26,168,867)	(12,225,668)	-	(13,943,199)	53.28%
Total Other Financing Sources	(25,334,420)	(834,447)	(26,168,867)	(12,225,668)	-	(13,943,199)	53.28%
Revenues Over (Under) Expenditures	(31,462,627)	(790,267)	(32,252,894)	75,797,581	-	(108,050,475)	
STATE TRANSIT ASSISTANCE FUND							
Revenues							
Intergovernmental	26,091,386	-	26,091,386	21,945,032	-	4,146,354	15.89%
Investment Earnings	845,000	-	845,000	(8,357)	-	853,357	100.99%
Total Revenues	26,936,386	-	26,936,386	21,936,675	-	4,999,711	18.56%
Expenditures							
Transit	22,480,112	-	22,480,112	21,127,145	-	1,352,967	6.02%
Total Expenditures	22,480,112	-	22,480,112	21,127,145	-	1,352,967	6.02%
Other Financing Sources							
Transfers out	(15,849,969)	(2,553,307)	(18,403,276)	(14,788,447)	-	(3,614,829)	19.64%
Total Other Financing Sources	(15,849,969)	(2,553,307)	(18,403,276)	(14,788,447)	-	(3,614,829)	19.64%
Revenues Over (Under) Expenditures	(11,393,695)	(2,553,307)	(13,947,002)	(13,978,917)	-	31,915	
SENATE BILL 1 Fund							
Revenues							
Intergovernmental	106,345,422	-	106,345,422	68,426,227	-	37,919,195	35.66%
Total Revenues	106,345,422	-	106,345,422	68,426,227	-	37,919,195	35.66%
Expenditures							
Commuter and Motorist Assistance	996,271	-	996,271	841,397	-	154,874	84.45%
Regional & Subregional Planning Program	-	537,377	537,377	31,620	-	505,757	5.88%
Transit	31,803,855	(2,000,000)	29,803,855	22,472,482	-	7,331,373	24.60%
Major Project Delivery	72,445,000	-	72,445,000	38,439,988	-	34,005,012	53.06%
Total Expenditures	105,245,126	(1,462,623)	103,782,503	61,785,487	-	41,997,016	40.47%
Other Financing Sources							
Transfers out	-	(239,130)	(239,130)	(239,130)	-	-	0.00%
Total Other Financing Sources	-	(239,130)	(239,130)	(239,130)	-	-	0.00%
Revenues Over (Under) Expenditures	1,100,296	1,223,493	2,323,789	6,401,610	-	(4,077,821)	

Attachment: Budget to Actual 4th Qtr 2021 (6920 : Budget to Actual Report - 4th Qtr 2020/2021)

Fiscal Year 2020-2021
Fourth Quarter Budget to Actual Report
June 30, 2021

	2020-2021		2020-2021	Actual Revenues			% of Budget
	Original		Revised	& Expenditures			
	Budget	Amendments	Budget	to Date	Encumbrances	Balance	Remaining
MEASURE I 1990-2010 FUND							
Revenues							
Investment Earnings	30,000	-	30,000	(25,778)	-	55,778	185.93%
Total Revenues	30,000	-	30,000	(25,778)	-	55,778	185.93%
Expenditures							
Environment and Energy Conservation	335,000	(80,000)	255,000	67,609	-	187,391	73.49%
Commuter and Motorist Assistance	200,000	-	200,000	70,845	-	129,155	64.58%
Project Delivery	4,601,146	(46,000)	4,555,146	1,196,551	-	3,358,595	73.73%
Total Expenditures	5,136,146	(126,000)	5,010,146	1,335,005	-	3,675,141	73.35%
Revenues Over (Under) Expenditures	(5,106,146)	126,000	(4,980,146)	(1,360,783)	-	(3,619,363)	
MEASURE I 2010-2040 FUND							
Revenues							
Sales Tax-MSI	141,341,488	15,921,000	157,262,488	220,097,476	-	(62,834,988)	-39.96%
Intergovernmental	1,119,512	-	1,119,512	-	-	1,119,512	100.00%
Investment Earnings	2,445,750	-	2,445,750	646,045	-	1,799,705	73.58%
Total Revenues	144,906,750	15,921,000	160,827,750	220,743,521	-	(59,915,771)	-37.25%
Expenditures							
General Government	1,279,230	(392,232)	886,998	719,759	-	167,239	18.85%
Environment and Energy Conservation	214,283	2,400	216,683	193,154	-	23,529	10.86%
Commuter and Motorist Assistance	712,109	-	712,109	224,200	-	487,909	68.52%
Regional & Subregional Planning	1,245,121	(78,750)	1,166,371	599,307	-	567,064	48.62%
Transit	60,408,437	6,483,559	66,891,996	29,419,480	-	37,472,516	56.02%
Project Delivery	100,124,988	20,908	100,145,896	60,770,795	-	39,375,101	39.32%
Fund Administration	117,639,725	21,553,784	139,193,509	72,689,607	-	66,503,902	47.78%
Total Expenditures	281,623,893	27,589,669	309,213,562	164,616,302	-	144,597,260	46.76%
Other Financing Sources							
Transfers in	20,715	1,495,238	1,515,953	1,495,241	-	20,712	1.37%
Transfers out	(25,969,814)	(816,430)	(26,786,244)	(15,697,444)	-	(11,088,800)	41.40%
Total Other Financing Sources	(25,949,099)	678,808	(25,270,291)	(14,202,203)	-	(11,068,088)	43.80%
Revenues Over (Under) Expenditures	(162,666,242)	(10,989,861)	(173,656,103)	41,925,016	-	(215,581,119)	
Note: Sales tax - MSI is net of the 1% for Measure I Administration and accounted for in the General Fund.							
DEBT SERVICE FUND							
Revenues							
Investment Earnings	-	-	-	334	-	(334)	100.00%
Total Revenues	-	-	-	334	-	(334)	100.00%
Expenditures							
Debt Service	13,043,300	-	13,043,300	13,033,700	-	9,600	0.07%
Total Expenditures	13,043,300	-	13,043,300	13,033,700	-	9,600	0.07%
Other Financing Sources							
Operating Transfers In	13,043,300	312,762	13,356,062	13,356,062	-	-	0.00%
Total Other Financing Sources	13,043,300	312,762	13,356,062	13,356,062	-	-	0.00%
Revenues Over (Under) Expenditures	-	312,762	312,762	322,696	-	(9,934)	
CAPITAL PROJECTS FUND							
Revenues							
Intergovernmental	50,523,822	-	50,523,822	26,643,130	-	23,880,692	47.27%
Investment Earnings	140,600	-	140,600	235,395	-	(94,795)	-67.42%
Miscellaneous	12,136,525	-	12,136,525	3,409,574	-	8,726,951	71.91%
Total Revenues	62,800,947	-	62,800,947	30,288,099	-	32,512,848	51.77%
Expenditures							
Environment and Energy Conservation	1,120,000	-	1,120,000	8,324	-	1,111,676	99.26%
Commuter and Motorist Assistance	497,399	-	497,399	95,487	-	401,912	80.80%
Regional & Subregional Planning	275,000	4,500	279,500	28,737	-	250,763	89.72%
Transit	19,021,144	355,360	19,376,504	6,700,410	-	12,676,094	65.42%
Project Delivery	50,551,960	692	50,552,652	36,702,697	-	13,849,955	27.40%
Fund Administration	302,128	-	302,128	-	-	302,128	100.00%
Total Expenditures	71,767,631	360,552	72,128,183	43,535,655	-	28,592,528	39.64%
Other Financing Sources							
Operating Transfers in	11,088,799	1,101,223	12,190,022	1,101,226	-	11,088,796	90.97%
Operating Transfers out	(22,000,000)	(1,456,975)	(23,456,975)	(1,456,973)	-	(22,000,002)	93.79%
Total Other Financing Sources	(10,911,201)	(355,752)	(11,266,953)	(355,747)	-	(10,911,206)	96.84%
Revenues Over (Under) Expenditures	(19,877,885)	(716,304)	(20,594,189)	(13,603,303)	-	(6,990,886)	

Attachment: Budget to Actual 4th Qtr 2021 (6920 : Budget to Actual Report - 4th Qtr 2020/2021)

Fiscal Year 2020-2021
Fourth Quarter Budget to Actual Report
June 30, 2021

	2020-2021		2020-2021	Actual Revenues			% of Budget
	Original		Revised	& Expenditures			
	Budget	Amendments	Budget	to Date	Encumbrances	Balance	Remaining
NONMAJOR GOVERNMENTAL FUNDS - EXCLUDING COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	5,392,310	-	5,392,310	7,068,584	-	(1,676,274)	-31.09%
Charges for Services	12,000	-	12,000	1,219	-	10,781	89.84%
Investment Earnings	50,000	-	50,000	9,264	-	40,736	81.47%
Miscellaneous	-	-	-	906	-	(906)	100.00%
Total Revenues	5,454,310	-	5,454,310	7,079,973	-	(1,625,663)	-29.81%
Expenditures							
General Government	108,514	(6,571)	101,943	69,762	-	32,181	31.57%
Environment and Energy Conservation	12,000	22,574	34,574	21,732	-	12,842	37.14%
Commuter and Motorist Assistance	4,150,579	(2,574)	4,148,005	3,477,893	-	670,112	16.16%
Regional & Subregional Planning	801,130	-	801,130	302,384	-	498,746	62.26%
Transit	3,106,542	44,180	3,150,722	3,150,721	-	1	0.00%
Total Expenditures	8,178,765	57,609	8,236,374	7,022,492	-	1,213,882	14.74%
Other Financing Sources							
Transfers in	-	5,238	5,238	5,238	-	-	100.00%
Transfers out	(322,588)	(10,481)	(333,069)	(333,037)	-	(32)	0.01%
Total Other Financing Sources	(322,588)	(5,243)	(327,831)	(327,799)	-	(32)	0.01%
Revenues Over (Under) Expenditures	(3,047,043)	(62,852)	(3,109,895)	(270,318)	-	(2,839,577)	
COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	21,325	-	21,325	684,081	-	(662,756)	-3107.88%
Special Assessments	257,539	-	257,539	257,539	-	-	0.00%
Investment Earnings	12,200	-	12,200	(1,396)	-	13,596	111.44%
Miscellaneous	229,190	-	229,190	324,570	-	(95,380)	-41.62%
Total Revenues	520,254	-	520,254	1,264,794	-	(744,540)	-143.11%
Expenditures							
General Government	802,409	39,115	841,524	645,777	-	195,747	23.26%
Environment and Energy Conservation	347,616	57,600	405,216	254,767	-	150,449	37.13%
Regional & Subregional Planning	20,588	2,432,500	2,453,088	577,741	-	1,875,347	76.45%
Total Expenditures	1,170,613	2,529,215	3,699,828	1,478,285	-	2,221,543	60.04%
Other Financing Sources							
Transfers out	(174,069)	-	(174,069)	(174,069)	-	-	0.00%
Total Other Financing Sources	(174,069)	-	(174,069)	(174,069)	-	-	0.00%
Revenues Over (Under) Expenditures	(824,428)	(2,529,215)	(3,353,643)	(387,560)	-	(2,966,083)	

Attachment: Budget to Actual 4th Qtr 2021 (6920 : Budget to Actual Report - 4th Qtr 2020/2021)

Minute Action

AGENDA ITEM: 4

Date: *October 13, 2021*

Subject:

Measure I Revenue

Recommendation:

Receive report on Measure I receipts for Measure I 2010-2040.

Background:

Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts as of September 30, 2021, were \$1,808,933,575.

Included is a summary of the current Measure I receipts by quarter and cumulative total since its inception. The quarterly receipts represent sales tax collection from the previous quarter taxable sales. For example, receipts for July through September represent sales tax collections from April through June.

Measure I revenue for the 2021/2022 Fiscal Year Budget was estimated to be \$196,000,000. Actual Measure I receipts for Fiscal Year 2021/2022 July through September are \$64,058,781, in comparison to \$48,366,423 received during the quarter ending September 2020/2021, with an increase of 32.44% due mainly to continued strong consumer spending and late payments remitted from retailers.

Financial Impact:

Measure I revenues for the first quarter of Fiscal Year 2021/2022 exceeded both the budgeted amount and prior years' collections.

Reviewed By:

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

Responsible Staff:

Lisa Lazzar, Chief of Fiscal Resources

Approved
General Policy Committee
Date: October 13, 2021

Witnessed By:

Entity: San Bernardino County Transportation Authority

Summary of SANBAG Measure I Receipts 2010-2040

Fiscal Year	July- September	October- December	January- March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						\$7,158,800
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	\$122,761,879
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	\$253,570,624
Fiscal Year 2012/13	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	\$391,572,794
Fiscal Year 2013/14	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	\$535,038,944
Fiscal Year 2014/15	37,253,007	38,007,716	38,225,122	37,132,591	150,618,437	\$685,657,380
Fiscal Year 2015/16	39,298,056	40,309,825	40,950,261	38,929,588	159,487,730	\$845,145,110
Fiscal Year 2016/17	41,123,141	40,742,242	41,465,217	39,801,939	163,132,539	\$1,008,277,649
Fiscal Year 2017/18	43,117,814	42,305,693	44,007,900	39,149,611	168,581,018	\$1,176,858,666
Fiscal Year 2018/19	41,560,927	49,358,825	46,035,191	43,531,556	180,486,500	\$1,357,345,167
Fiscal Year 2019/20	46,250,572	46,514,574	49,729,997	35,959,684	178,454,827	\$1,535,799,994
Fiscal Year 2020/21	48,366,423	51,588,776	52,728,566	56,391,035	209,074,800	\$1,744,874,794
Fiscal Year 2021/22	64,058,781	0	0	0	64,058,781	\$1,808,933,575
% Increase Over 20/21	32.44%					

Minute Action

AGENDA ITEM: 5

Date: *October 13, 2021*

Subject:

2022 General Policy Committee Meeting Schedule

Recommendation:

Approve the 2022 General Policy Committee meeting schedule.

Background:

The General Policy Committee (GPC) has established a regular meeting schedule on the second Wednesday of each month, beginning at 9:00 a.m., at the San Bernardino County Transportation Authority (SBCTA) offices. Although a monthly schedule is adopted, it is acknowledged that when there are not sufficient business items to require a meeting, the meeting will be canceled. It has also been the practice to modify the meeting date and time when the meeting has been rescheduled due to conflicts with other meetings or holiday schedules. SBCTA staff, however, has been directed to make every effort to minimize deviation from the regular schedule to ensure continuity of meetings and participation.

A proposed 2022 meeting schedule is identified below for approval. Committee members and staff are urged to calendar these meetings for the coming year. Advance confirmation of meetings or cancellation notices are part of SBCTA's standard procedure for meeting preparation. The proposed meeting schedule conforms to the second Wednesday of each month following the SBCTA Board of Directors meeting.

The proposed 2022 GPC meeting dates are as follows:

January 12, 2022

February 9, 2022

March 9, 2022

April 13, 2022

May 11, 2022

June 8, 2022

July 13, 2022 (**DARK**)

August 10, 2022

September 14, 2022

October 12, 2022

November 9, 2022

December 14, 2022

Financial Impact:

Approval of the meeting schedule has no direct 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.

Responsible Staff:

Duane Baker, Deputy Executive Director

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

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Approved
General Policy Committee
Date: October 13, 2021

Witnessed By:

SBCTA / SBCOG 2022 Master Calendar

~ January 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 New Year's Day Holiday
2	3	4	5 Board	6 City/County Manager's TAC SCAG Regional Council	7 Orthodox Christmas	8
9	10	11	12 General Policy Committee Legislative Policy Committee	13 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	14 Orthodox New Year	15
16	17 Martin Luther King Day Holiday	18	19 LAFCO Hearing US Conference of Mayors	20 League of California Cities New Mayors & Council Members Academy US Conference of Mayors	21 Mt/Desert Policy Committee League of California Cities New Mayors & Council Members Academy US Conference of Mayors	22
23	24	25	26	27 League of California Cities New Mayors & Council Members Academy	28 League of California Cities New Mayors & Council Members Academy	29
30	31					

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

5.a

~ February 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Board	3 City/County Manager's TAC SCAG Regional Council	4	5
6	7	8	9 General Policy Committee Legislative Policy Committee	10 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	11	12 NACo Legislative Conference
13 NACo Legislative Conference	14 NACo Legislative Conference	15 NACo Legislative Conference	16 LAFCO Hearing NACo Legislative Conference	17	18 Mt/Desert Policy Committee	19
20	21 Presidents' Day Holiday	22	23	24	25	26
27	28					

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ March 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Board	3 City/County Manager's TAC SCAG Regional Council	4	5
6	7	8	9 General Policy Committee Legislative Policy Committee	10 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	11	12
13 Daylight Savings Time Begins	14	15	16 LAFCO Hearing	17	18 Mt/Desert Policy Committee	19
20	21	22	23	24	25	26
27	28	29	30	31 Cesar Chavez Day		

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ April 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *City/County Manager's TAC cancelled due to City/County Conference.					1	2 Ramadan
3 Ramadan	4 Ramadan	5 Ramadan	6 Board Ramadan	7 *City/County Manager's TAC (Cancelled) SCAG Regional Council City/County Conference Ramadan	8 City/County Conference Ramadan	9 Ramadan
10 Ramadan	11 Ramadan	12 Ramadan	13 General Policy Committee Legislative Policy Committee Ramadan	14 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee Ramadan	15 Mt/Desert Policy Committee Good Friday Passover Ramadan	16 Passover Ramadan
17 Easter Passover Ramadan	18 Passover Ramadan	19 Passover Ramadan	20 LAFCO Hearing Passover Ramadan	21 Passover Ramadan	22 Passover Ramadan	23 Passover Ramadan
24 Ramadan	25 Ramadan	26 Ramadan	27 Ramadan	28 Ramadan	29 Laylat al-Qadr Ramadan	30 Ramadan

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ May 2022 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 Ramadan	2 Ramadan	3	4 Board	5 City/County Manager's TAC SCAG Regional Council SCAG General Assembly (Tentative)	6 SCAG General Assembly (Tentative)	7
8	9	10	11 General Policy Committee Legislative Policy Committee	12 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	13	14
15	16	17	18 LAFCO Hearing	19	20 Mt/Desert Policy Committee	21
22	23	24	25	26	27	28
29	30 Memorial Day Holiday	31				

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ June 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: **It is important to note we do not have any information on when the League of CA Cities Mayors & Council Members Executive Forum will take place.			1 Board	2 City/County Manager's TAC SCAG Regional Council	3	4 Shavuot
5 Shavuot	6 Shavuot	7	8 General Policy Committee Legislative Policy Committee	9 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	10	11
12	13	14	15 LAFCO Hearing	16	17 Mt/Desert Policy Committee	18
19	20	21	22	23	24	25
26	27	28	29	30		

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ July 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *No policy committee meetings.					1	2
3	4 Independence Day Holiday	5	6 Board	7 *City/County Manager's TAC (DARK) SCAG Regional Council	8	9 Eid al-Adha
10 Eid al-Adha	11 Eid al-Adha	12 Eid al-Adha	13 *General Policy Committee (DARK) *Legislative Policy Committee (DARK) Eid al-Adha	14 *Transit Committee (DARK) *Metro Valley Study Session (DARK) *I-10/I-15 Joint Sub-Committee (DARK)	15 *Mt/Desert Policy Committee (DARK)	16
17	18	19	20 LAFCO Hearing	21 NACo Annual Meeting	22 NACo Annual Meeting	23 NACo Annual Meeting
24 NACo Annual Meeting	25	26	27	28	29	30 Muharram
31						

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ August 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 *Board (DARK)	4 City/County Manager's TAC SCAG Regional Council	5	6
7	8	9	10 General Policy Committee Legislative Policy Committee	11 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	12	13
14	15	16	17 LAFCO Hearing	18 Janmashtami	19 Mt/Desert Policy Committee Janmashtami	20
21	22	23	24	25	26	27
28	29	30	31	NOTES: *No Board Meeting.		

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ September 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *This date falls on the 3 rd Thursday of the month. **It is important to note we do not have any information on when the League of CA Cities Annual Conference will take place.				1 City/County Manager's TAC SCAG Regional Council	2	3
4	5 Labor Day Holiday	6	7 Board	8	9	10
11	12	13	14 General Policy Committee Legislative Policy Committee	15 *Transit Committee *Metro Valley Study Session *I-10/I-15 Joint Sub-Committee	16 Mt/Desert Policy Committee	17
18	19	20	21 LAFCO Hearing	22	23	24
25 Rosh Hashanah	26 Rosh Hashanah Navratri	27 Rosh Hashanah Navratri	28 Navratri	29 Navratri	30 Navratri	

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ October 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 Navratri
2 Navratri	3 Navratri	4 Navratri Yom Kippur	5 Board Navratri Yom Kippur	6 City/County Manager's TAC SCAG Regional Council	7	8 Prophet Muhammad's Birthday
9 Sukkot	10 Columbus Day Holiday Sukkot	11 Sukkot	12 General Policy Committee Legislative Policy Committee Sukkot	13 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee Sukkot	14 Sukkot	15 Sukkot
16 Shemini Atzeret Sukkot	17 Shemini Atzeret Simchat Torah	18 Shemini Atzeret Simchat Torah	19 LAFCO Hearing	20	21 Mt/Desert Policy Committee	22
23	24 Diwali	25	26	27	28	29
30	31 Halloween					

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ November 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Board	3 City/County Manager's TAC SCAG Regional Council	4	5
6 Daylight Savings Time Ends	7	8	9 General Policy Committee Legislative Policy Committee	10 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	11 Veteran's Day Holiday	12
13	14 CSAC Annual Meeting	15 CSAC Annual Meeting	16 LAFCO Hearing CSAC Annual Meeting	17 CSAC Annual Meeting	18 Mt/Desert Policy Committee CSAC Annual Meeting	19
20	21	22	23	24 Thanksgiving Day Holiday	25 Thanksgiving Day After	26
27	28	29	30			

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2022 Master Calendar

~ December 2022 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *This date falls on the 3 rd Thursday of the month.				1 City/County Manager's TAC SCAG Regional Council	2	3
4	5	6	7 Board	8	9	10
11	12	13	14 General Policy Committee Legislative Policy Committee	15 *Transit Committee *Metro Valley Study Session *I-10/I-15 Joint Sub-Committee	16 Mt/Desert Policy Committee	17
18 Hanukkah	19 Hanukkah	20 Hanukkah	21 LAFCO Hearing Hanukkah	22 Hanukkah	23 Christmas Eve (Observed) Holiday Hanukkah	24 Christmas Eve Hanukkah
25 Christmas Day Hanukkah	26 Christmas Day (Observed) Holiday Hanukkah Kwanzaa	27 Kwanzaa	28 Kwanzaa	29 Kwanzaa	30 New Years Eve (Observed) Holiday Kwanzaa	31 New Years Eve Kwanzaa

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Minute Action

AGENDA ITEM: 6

Date: *October 13, 2021*

Subject:

Revision To Policy No. 34509

Recommendation:

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

Approve minor revisions to Policy No. 34509 to be consistent with reclassification of positions created in January 2021 reorganization and to more accurately reflect legal review processes.

Background:

Policy No. 34509 was initially approved by the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) in June 2013 to delegate signature authority to certain SBCTA staff to enable projects to be carried out efficiently. The Policy has been revised several times since then, most recently in June 2021. Staff recommends two further, minor, revisions.

The June 2021 revisions included augmenting the definition of “Department Director” to include the additional director positions created in the reorganization of the Project Delivery & Toll Operations and Transit & Rail Departments, approved by the Board in January 2021. After the reorganization, SBCTA commissioned a classification and compensation analysis, the recommendations of which were approved by the Board on October 6, 2021. One of the adopted recommendations was to change the title of “Director of Capital Delivery” to “Deputy Director of Transit and Rail Programs - Capital Delivery.” The attached redlined Policy shows a revision to the definition of “Department Director” to correspond to the reclassified position title.

The other revision shown in the attached redlined Policy is in footnote 1 to the table and concerns legal counsel’s approval as to form of certain identified documents. In some instances, particularly right-of-way acquisitions, documents are prepared, reviewed and approved as to form by outside counsel, not SBCTA General Counsel. As revised, the footnote will more accurately reflect existing practice and will require approval of form by counsel, which may be General Counsel or outside counsel.

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’s General Counsel has reviewed this item and the proposed policy revisions.

Responsible Staff:

Julianna Tillquist, General Counsel

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Approved
General Policy Committee
Date: October 13, 2021
Witnessed By:

San Bernardino County Transportation Authority	Policy	34509
Adopted by the Board of Directors	June 5, 2013	Revised <u>611/032/21</u>
Project Development and Program Management Signatory and Approval Authority	Revision No.	<u>34</u>

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

Table of Contents

| Purpose | References | Definitions | Policy | Revision History |

I. PURPOSE

The intent of this policy is to define delegation of signatory and approval authority for certain documents associated with funding, right-of-way, design, and construction phases of SBCTA transportation projects, and management of SBCTA programs.

II. REFERENCES

Resolution No. 13041

Policy 11000 Contracting and Procurement Policy

Policy 31602 Rail Property Policy

Policy 34507 Measure I Major Projects Program, Administrative Settlement Policy: Right-of-Way Acquisition for Measure I Major Projects

Policy 50100 Environmental Policy and Approval Authority

III. DEFINITIONS

A. "Permit" means authorization from a Federal, State, or local jurisdiction, to access certain areas, or to perform construction work, repair, maintenance, and/or mitigation.

B. "Assumption of Liability" means an agreement to indemnify, defend and hold harmless the other party; such assumption may be general and broad in scope.

C. "Manager" includes Project Manager, Construction Manager, Project Delivery Manager, and any other equivalent level position.

D. "Department Director," "Chief Financial Officer" and "General Counsel" include those individuals' designees, identified in writing, when those individuals are out of the office or otherwise unavailable. For purposes of this Policy, "Department Director" includes Director of Project Delivery, Director of Toll Program and Deputy Director of Transit and Rail - Capital Delivery.

E. "Designee," as used in Table 1, may include appropriate project team members, including consultant staff.

F. "Inspector" includes appropriate project team members, including consultant staff.

IV. POLICY

Through the life cycle of a project, SBCTA prepares various documents to initiate, study and design the project, and determine the right-of-way needs for the project. This policy will authorize certain designated persons to sign documents as specified below. This policy also authorizes certain designated persons to sign documents associated with management of SBCTA programs.

It is the policy of SBCTA to comply with all Federal, State, and local statutes and regulations. In doing so, certain documents are required. This policy defines the signature and approval authority for these documents in Table 1 below.

In all circumstances, the Executive Director is authorized to sign any listed documents. General Counsel must review any assumption of liability provision, except for those contained in Right-of-Way certifications and data sheets and manifests pertaining to hazardous materials.

TABLE 1

Attachment: Policy 34509 (7952 : Revision to Policy No. 34509)

Documents ¹	Signature and Approval Authority
Certificates of Acceptance For documents pertaining to property purchased by SBCTA (Deeds, Easements, Temporary Construction Easements, Agreements, etc.)	Department Director
Agreements / Documents related to SBCTA access to other property Rights of Entry, Permits to Enter, Encroachment Permits, etc.	Department Director
Agreements / Documents related to Property Acquisitions (Purchase & Sale Agreements, Possession & Use Agreements, Settlement Agreements, Temporary Easements, Stipulated Judgments, Leases, Rental Agreements, Right-of-Way Contracts, Licenses, etc.)	Executive Director or designee within the Executive Management Team, in accordance with SBCTA Policies 11000 and/or 34507, as applicable.
Utility Agreements up to \$2,000,000 , so long as the cost is included in the current Board approved project, plus assumption of liability	Department Director
Documents related to SBCTA-Requested New Utility Services	Department Director
SBCTA Conveyances to Others including but not limited to: <ul style="list-style-type: none"> • Deeds of Easements (Including Permanent Easements and Temporary Construction Easements) • Fee conveyances, including but not limited to Quit Claim Deeds; <ul style="list-style-type: none"> ○ pursuant to a Utility Agreement not requiring Board approval (see "Utility Agreements" above); or ○ conveyance to another public agency of property acquired for a project, for which SBCTA no longer has a need. 	Executive Director or designee within the Executive Management Team
Right-of-Way Data Sheets, Right-Way-Requirements Maps, Appraisal Maps, and Certifications² *	Department Director or Designee
Escrow Instructions *	Department Director or Designee
Notices to Utility Owners to Relocate *	Project Manager
Utility Agent Assignment Agreements, Non-Disclosure Agreements and Applications/Agreements for New Utility Services (including assumption of liability)	Department Director, Chief or Manager
Determination of Just Compensation*	Department Director, upon recommendation by a qualified appraiser
Permits (including cost so long as the cost is included in the current Board approved project)* Applications for and acceptance of Permits from, including but not limited to, US Army Corps, US Fish and Wild Life Service, State Water Resources Control Board, Regional Water Quality Control Board, Department of Toxic Substances Control, County, etc. Mitigation Measures and Agreements for permits up to \$2,000,000 plus assumption of liability, so long as the cost of the mitigation measures and/or agreements for permits is included in the current Board approved project.	Department Director
Manifests* pertaining to hazardous materials	Inspector
Plans, Specifications, and Estimate , including supporting documents and studies*	Department Director
Amendments to Cooperative Agreements and MOUs , that are consistent with prior SBCTA Board of Directors action, and do not exceed a net funding change of \$100,000.	Executive Director or designee

Planning Documents , including but not limited to, Project Initiation Documents, Feasibility Studies, Project Reports, etc.*	Department Director
Quality Assurance Manual*	Department Director or Manager
Dispute Resolution Board (DRB) Agreements*	Department Director
Change Order*	Department Director, up to the authorized contingency amount, in accordance with the SBCTA Policy No. 11000
Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan Disbursement Requests , including certifications as required by TIFIA Loan Agreement*	Chief Financial Officer
Funding Authorization Documents* (consistent with Board-approved allocations), including but not limited to California Transportation Commission Allocation Requests, Transportation Development Act (TDA) Allocation Instructions and Disbursements, Notices of Federal Transit Administration (FTA) Suballocations and verification of FTA balances	Director of Fund Administration
Project Authorization Documents* (consistent with Board-approved allocations), including but not limited to Requests for Authorization with associated documentation, Finance Letters, and invoicing and reimbursement documents	Chief Financial Officer, Department Director and/or Manager,
Close Out Documents*	Department Director, Chief or Manager

¹ All listed documents must be approved as to form by SBCTA's [General Counsel](#), except those documents with an asterisk *.

² Resolution No. 13041 delegated authority to the Executive Director or designee to certify certain Rights-of-Way.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors, June 5, 2013, Agenda Item 12.	06/05/13
1	Revision adds design and construction phase related delegations.	07/10/19
2	Revision adds additional delegation of signatory and approval authority.	3/3/2021
3	Revision adds delegation for amendments to Co-Ops, MOUs and Utility Agreements.	6/2/2021
<u>4</u>	<u>Revision corrects title of Deputy Director of Transit and Rail – Capital Delivery and deletes “General” in footnote 1 to reflect that approval as to form may be done by outside counsel.</u>	<u>11/03/21</u>

Minute Action

AGENDA ITEM: 7

Date: *October 13, 2021*

Subject:

Financial Policy No. 20000

Recommendation:

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Associated Governments (SBCOG):

Amend Financial Policy No. 20000 with staff-recommended changes to update Section VI, Budget Amendment Policy, to modify wording for clarification on budget amendment to reallocate salary costs, and Section VII, Revenue Policies, to authorize the Executive Director or designee to approve and execute funding/revenue agreements or amendments as long as SBCTA is not required to incur additional cost or staff that is not budgeted. Board approval will still be required for SBCOG revenue agreements.

Background:

Financial Policy No. 20000 (Policy) sets the basic framework for the overall fiscal management of the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Associated Governments (SBCOG). The Policy provides guidance on how to operate with fiscal responsibility independent of changing circumstances and conditions. The Policy states the importance of fiscal management and delineates management's responsibility to establish internal controls to safeguard SBCTA's and SBCOG's assets.

Staff recommends the following changes to Financial Policy No. 20000:

- 1) Update Section VI, Budget Amendment Policy, to modify minor wording for clarification purposes and include reallocation of salary costs "from one approved funding source/grant for another approved funding source/grant". This modification allows administrative budget amendment to reallocate salary costs from one program to another within the same fund or from one approved funding source. For example, reallocating salary cost between Measure I programs, or to/from another funding source such as Local Transportation Fund, indirect fund, or available state or federal funds.
- 2) Update Section VII, Revenue Policies, to authorize the Executive Director or designee to approve and execute funding/revenue agreements or amendments as long as SBCTA is not required to incur additional cost or staff that is not budgeted. This modification enables signatory and approval for funding/revenue agreements, such as funding for service authority for freeway emergencies and planning-related studies that are not covered by Policy No. 34509's delegated signatory and approval authority for funding authorization documents consistent with Board of Directors (Board) approved allocations and amendments to cooperative agreements and memorandum of understanding not-to-exceed \$100,000. Due to the broad activities and studies that involve SBCOG, all SBCOG revenue agreements will continue to require Board review and approval.

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

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 has reviewed this item and the draft policy.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
General Policy Committee
Date: October 13, 2021

Witnessed By:

San Bernardino County Transportation Authority	Policy No.	20000
Adopted by the Board of Directors — July 2, 1997	Revised	12/04/19 11/3/2021
Financial Policies	Revision No.	6 7

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

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I. PURPOSE

The purpose of this policy is to set the basic framework for the overall fiscal management of the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Associated Governments doing business as San Bernardino Council of Governments (SBCOG).

II. References

Procedure 20000-10 Capital Asset Procedure

III. DEFINITIONS

None

IV. POLICY

Operating independently of changing circumstances and conditions, the following financial policies shall assist in the decision-making process and fiscal management of ~~the~~ SBCTA and SBCOG. ~~Boards of Directors.~~

V. OPERATING BUDGET POLICIES

The Boards of Directors of SBCTA and SBCOG adopt an annual budget that includes SBCOG as a blended component unit of the SBCTA budget. The following principles shall apply to the SBCTA and SBCOG operating budget:

- A. SBCTA and SBCOG shall utilize a decentralized operating budget process, whereby all task managers participate.
- B. The budget shall be balanced with total anticipated revenues plus beginning undesignated/unreserved fund balances and funds available from proceeds of long or short-term debt.
- C. Encumbrance accounting related to purchase orders shall be used as an element of control in the formal budgetary integration.
- D. No new or expanded contracts shall be authorized for expenditure in the current year without implementing adjustments of expenses or revenues at the same time.

- E. Costs of administration for Measure I will be budgeted at whatever is reasonable and necessary, but no more than one percent of Measure I transactions and use tax revenues will be used for salary and benefit expenditures for administration, as prescribed in the Measure I Strategic Plan.
- F. Contracts will be budgeted by fiscal year for multi-year projects based on best estimates with the understanding that to the extent actual expenditures vary from estimates, and the project is ongoing, adjustments will be made during the year.

VI. BUDGET AMENDMENT POLICY

When it becomes necessary to modify the adopted budget, the amendment procedure shall be determined by the type of change that is needed.

A. Administrative Budget Amendment

An administrative budget amendment shall not increase the overall program's budget.

There are four types of administrative budget amendments:

1. Transfers from one line item to another within the same program and fund. This amendment shall require the approval of the program/task manager.
2. Reallocation of budgeted salary costs and revenues from one program to another within the same fund or from one approved funding source/grant to another approved funding source/grant within a program. This amendment shall require the approval of the Chief Financial Officer.
3. Change of sales tax revenue which affects the Measure I Pass-Through allocation to the various participating agencies. This amendment shall require the approval of the Chief Financial Officer.
4. Substitution of one approved funding source/grant budgeted within a program for another approved funding source/grant budgeted within the same program, not to exceed \$1 million. This amendment shall require the approval of the Executive Director or designee.

B. Board Approved Budget Amendment

A Board-approved budget amendment shall be necessary to address changes in the total expenditures or revenue sources for a program. These changes shall include, but are not limited to:

1. The acceptance of additional grant monies.
2. The inclusion of expenditures that are projected to exceed budgeted amounts within the fund.
3. The re-appropriation of monies/expenditures (excluding SBCTA staff salary costs) from one program or fund to another.

These changes shall require a budget authorization request and a formal agenda item to be reviewed by the appropriate SBCTA-Policy Committee and forwarded to the Board of Directors for final approval. If the budget amendment is time sensitive, in recognition of time constraints and extenuating circumstances, the authorization request may be submitted to the Board of Directors without Policy Committee review.

The agenda items requesting budget amendment shall define the expected funding source and shall adhere to the balanced budget requirements.

All budget amendments shall be documented by the Finance Department and be tracked in SBCTA's electronic financial system.

VII. REVENUE POLICIES

SBCOG establishes General Assessment Dues for all member jurisdictions based on jurisdictions' populations and net assessed property values. In addition, the following principles shall apply to other sources of revenue for SBCOG and SBCTA:

- A. Aggressively seek additional federal, state, and local funding/grants.
- B. Review and monitor changes in Measure I Sales Tax receipts.
- C. Monitor sales tax projections to ensure use of current and relevant data and adjust amounts annually to reflect the most current economic trends.
- D. Notwithstanding any other provision in this policy, the Executive Director, or designees, is authorized to approve and execute New funding/revenue agreements, and amendments to funding/revenue agreements, as long as SBCTA is not required to incur additional cost or staff- that is not budgeted. Board approval will be required in the event additional cost or staff is required. All SBCOG revenue agreements must be approved by SBCOG Board.

VIII. CASH MANAGEMENT POLICIES

- A. All funds received shall be deposited in a timely manner, and at an average minimum no less than once a week at least once per week.
- B. Measure I funds shall be electronically transferred to SBCTA's accounts to reduce any delays in depositing the funds. When possible, additional sources of revenue shall also be electronically transferred.
- C. Revenues shall be collected in accordance with contractual requirements. For federal reimbursable agreements, reimbursements shall be submitted to granting agency only after expenditures have been both obligated and liquidated. For federal agreements under which cash is advanced prior to expenditures being incurred, the advance funds must comply with federal guidelines established in 2 C.F.R. Part 200, including, but not limited to, 2 C.F.R. 200.305, which provides, inter alia:
 - 1. Funds must be deposited and maintained in insured accounts whenever possible and in interest-bearing accounts.
 - 2. Interest earned amounts up to \$500 per year may be retained for administrative expenses. Any additional interest earned will be remitted annually to the federal government.
- D. Cash disbursements to local jurisdictions and vendors/consultants will be done in an expeditious and timely manner.
- E. Idle funds shall be invested in accordance with established investment policy emphasizing, in order of priority, —safety, liquidity, diversification, and a reasonable market rate of return.

IX. DEBT POLICIES

- A. SBCTA shall judiciously issue bonds for capital improvements after careful study and analysis of revenue and expenditure projections and accumulated debt burden (See Debt Management Policy, Policy No. 20300).
- B. All bond or note issues shall be in accordance with the Strategic Plan and 10-Year Delivery Plan approved by the Board of Directors.
- C. SBCTA shall publish and distribute an official statement for each bond issue.
- D. SBCTA shall meet all disclosure requirements.
- E. SBCTA will maintain, a at a minimum, a 2.0 debt coverage ratio on all senior lien debt.
- F. SBCOG will only issue debt in accordance to-with the Debt Management Policy No. 20400.

X. CAPITAL OUTLAY

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- A. SBCTA's capital assets, which include land, buildings, building improvements, call box network, communications, computer network, electric vehicle charging stations, equipment, furniture, vehicles, infrastructure, rail stations, rail tracks, and train cars are recorded at historical cost or estimated historical cost ~~when~~ if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation.
1. Depreciation will be recorded based on life of assets, ~~as stated on provided in~~ Procedure 20000-10.
 2. Inventory of capital assets and inventoriable items will be conducted biennially.
- B. Costs for construction or improvements on SBCTA-owned assets will be capitalized as construction in progress (CIP). CIP will be capitalized upon completion of the construction or improvements.
1. CIP additions, deletions, and transfers to land, building, building improvements, and other capital assets categories will be reviewed annually.
- C. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized.

XI. INVESTMENT POLICIES

- A. SBCTA shall instruct financial institutions to make investments in accordance with the original indenture and investment policy. (See Investment Policy No. 20100.)
- B. SBCTA shall engage the services of an investment advisor who shall provide on-going advice on portfolio performances, ~~advice on~~ current investment strategies, cash management and cash flow projections.
- C. SBCTA shall present a monthly and quarterly investment status report to the Board of Directors.

XII. AUDITING POLICIES

Laws applicable to SBCTA and bylaws applicable to SBCOG direct that an independent audit, by a recognized Certified Public Accountant (CPA) firm, be conducted annually. In addition, the following principles shall apply:

- A. SBCTA shall produce annual financial statements in accordance with Generally Accepted Accounting Principles (GAAP) as outlined by the Governmental Accounting Standards Board.
- B. The financial statements are the responsibility of SBCTA's management.
- C. Completeness and reliability of the information contained in the financial statements is based upon a comprehensive framework of internal controls that is established for this purpose.
- D. SBCTA shall establish internal controls to provide reasonable, rather than absolute, assurance that: the financial statements are free of any material misstatements; ~~operations are~~ effectiveness and ~~efficiency of operations~~; and the agency has maintained compliance with applicable laws and regulations.
- E. An annual internal control assessment will be conducted to analyze the controls throughout the organization and determine if changes are required.
1. The assessment and recommendations will be reviewed by the Executive Director or designee.
- F. The costs of internal controls should not exceed the anticipated benefits.

XII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	08/07/91
1	Modified Section 20000.5.1 – adopted April 1, 1998)	04/01/98
2	Revised Par. X: AUDITING POLICIES to clarify the SANBAG internal control standards	08/06/08

3	Revised Section VIII (A), See Debt Management Policy, Policy No. 20300 (Agenda Item 5, 9/3/14)	09/03/14
4	Revised to reflect name change from SANBAG to SBCTA and SBCOG, include reference to Debt Management Policy, Policy No. 20400, incorporate Cash Management language to meet federal requirements, and add the Capital Outlay section.	06/07/17
5	Revised to incorporate reference to Procedure 20000-10 Capital Assets, update Section X Capital Outlay, and indicate that an annual internal control assessment will take place to analyze internal controls.	06/06/18
6	Revised Sections V and VI to modify wording for clarification and Section X to reflect inventory will be performed performed biennially. (Agenda Item 5, 12/4/19)	12/04/19
7	Revised Section VII to include delegation of authority to Executive Director or Designee to approve SBCTA grant/revenue contracts and amendments that do not increase additional cost that is not budgeted. SBCOG revenue agreements to be approved by SBCOG Board. Updates to Section VI to match with budget document.	11/03/21

Minute Action

AGENDA ITEM: 8

Date: *October 13, 2021*

Subject:

Finance Reorganization

Recommendation:

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

Approve the reorganization of the Finance Department to add an Accounting Manager position; to reclassify the Toll Financial Administrator position to Toll Financial Supervisor and update its job description, title and salary range; and to reclassify one position from Accounting Assistant to Senior Accounting Assistant.

Background:

Extension of toll operations coupled with continued growth of projects has created an influx of accounts payable invoices and an associated increase of federal, state, and local reimbursement transactions. Also, the Accounting Supervisor has announced their retirement by January 2022. Due to these factors, the Finance Department has identified necessary staff changes to support continued operations and maintain effective internal controls.

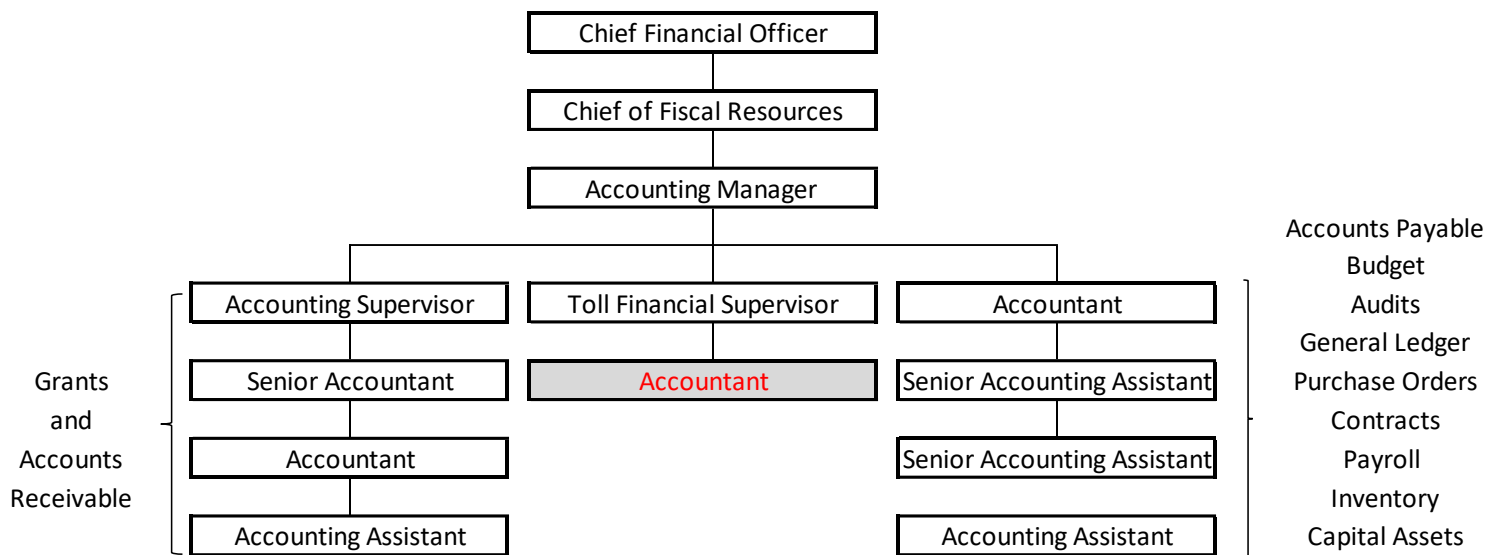
A new position of Accounting Manager is created to manage accounting and reporting for toll operations, grant reimbursements and billings. The Accounting Manager will assume key managerial responsibilities currently performed by the Toll Financial Administrator (TFA). The Accounting Manager's key role is to manage and oversee toll operations and enterprise reporting, reimbursements and grant accounting, assist with annual budget and financial audit, communicate with consultants and internal staff, and update procedures and policies as required, as outlined in the job description attached to this item. The Accounting Manager position will be at a salary range 35 [min \$94,319 and max \$141,479].

Recognizing the shift of management responsibilities to the new Accounting Manager position, the title and salary range of the TFA will be adjusted down to Toll Financial Supervisor from salary range 33 [min \$85,551 and max \$128,326] to salary range 31 [min \$77,596 and max \$116,394].

A position reclassification of an existing Accounting Assistant position at range 19 [min \$43,209 and max \$64,813] to Senior Accounting Assistant at range 23 [min \$52,520 and max \$78,780] is recommended since the Finance Department needs staff to perform higher level duties to assist with accounts payable, general ledger, payroll, and inventory in addition to other functions.

The updated organization chart for the Finance Department reflects the new positions to be added before retirement of the Accounting Supervisor which is expected in January 2022. An additional position, Accountant, is added in the Finance Department organizational chart for toll operations. This position is not being added at this time. The Finance Department will analyze toll revenue and the associated work load of continuous reporting of toll operations before including the position in an upcoming annual budget.

Entity: San Bernardino County Transportation Authority



To be included via budget process before commencement of toll operations.

Staff recommends approval of the following: a new Accounting Manager position; the reclassification of the Toll Financial Administrator position to Toll Financial Supervisor with the appropriate update of the job description, title, and salary range; and the reclassification of an Accounting Assistant position to a Senior Accounting Assistant to support operations and maintain effective internal controls.

These changes will support operations and maintain effective internal controls that safeguard San Bernardino County Transportation Authority assets, insure proper segregation of duties, allow for management review and approval of transactions, ensure financial information reliability, promote operational efficiency, secure access controls to financial systems and records, and comply with management directives.

Financial Impact:

This item is consistent with the Fiscal Year (FY) 2021/2022 Budget. The Budget in task 0400 is expected to cover the recommended staff changes in the Finance Department for FY 2021/2022.

Reviewed By:

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

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
General Policy Committee
Date: October 13, 2021

Witnessed By:

ACCOUNTING MANAGER

DEFINITION

Under general direction, manages, directs, plans, organizes, oversees, coordinates, and reviews the work of staff performing professional support related to accounting work, financial planning and forecasting, reporting activities; provides highly complex and responsible support to the Chief of Fiscal Resources in areas of expertise; performs complex enterprise accounting and grant billings; maintaining grant and enterprise accounting database systems; prepares annual audit reports and schedules; and reconciling general ledger accounts.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Chief of Fiscal Resources. Exercises direct and general supervision over professional, technical, and administrative support staff.

CLASS CHARACTERISTICS

This classification manages activities related to professional accounting work to oversee accounting, analysis, and reporting activities. Responsibilities include performing diverse, specialized, and complex work involving significant accountability and decision-making responsibility. The Accounting Manager is responsible for providing managerial and professional-level support to the Chief of Fiscal Resources in a variety of areas. Successful performance of the work requires an extensive professional background as well as skill in governmental and enterprise accounting practices and procedures, fund and grant accounting, billing reimbursement, auditing, and fiscal management. In tandem with managing enterprise and grant accounting, the Accounting Manager disseminates and presents information, and coordinates meetings with external representatives and consultants. This class is distinguished from the Chief of Fiscal Resources has overall responsibility for all accounting and other fiscal resources functions of the Finance Department.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Manages, plans, and oversees the daily functions, operations, and activities, billing reimbursement, auditing, and fiscal management.
- Coordinates, plans, and presents information for toll operations internally and externally.
- Participate in all Express Lane Operation activities (enterprise accounting) related to the accounting and financial programs, including Enterprise Resource Planning (ERP) system general ledger, accounts payable, accounts receivable, capital assets, debt service, revenue generation, procurement, audits, budgeting, cost allocations, project accounting, financial analysis, reporting, and bank reconciliations.

- Reviews reports required by federal grants/loans, coordinate with project managers and /or consultants to obtain information, and analyze information provided by the toll services provider and toll corridor agency.
- Conduct a variety of analytical and operational studies regarding departmental activities, including financial, budget, regulatory, operational, or administrative issues or questions; evaluates alternatives, makes recommendations, and assists with the implementation of procedural, administrative, and/or operational changes after approval; prepares comprehensive technical records and reports, identifies alternatives, and makes and justifies recommendations.
- Develops and implements goals, objectives, policies, and priorities for grant accounting and billing reimbursement; recommends within policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Develops and standardizes procedures and methods to improve and continuously monitor the efficiency and effectiveness of grant accounting and billing reimbursement, auditing, and fiscal management; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and makes recommendations to the Chief of Fiscal Resources.
- Participates in the selection of, trains, motivates, and evaluates assigned personnel; works with employees on performance issues; recommends discipline to the Chief of Fiscal Resources.
- Prepares annual Toll Road activity budget for SBCTA.
- Participate in the annual audit of the Express lane Operation activity; prepare closing journal entries, audit schedules and/or financial statements including disclosure notes; provide assistance and information to outside auditors during annual and audit, including responding to questions, gathering data, and compiling reports.
- Reviews reports and records including cash flow analyses, expenditure and revenue reports, and grant documentation.
- Reviews and approves monthly and year-end general ledger closing; prepares journal entries with proper documentation; posts and balances general ledger accounts; ensures compliance and accuracy in accordance with generally accepted accounting procedures and principles.
- Provides highly complex staff assistance to the Chief of Fiscal Resources; develops and reviews staff reports and other necessary correspondence related to assigned activities and services; presents reports to various commissions, committees, and boards.
- Conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to assigned programs, policies, and procedures, as appropriate.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in grant accounting; researches emerging products and enhancements and their applicability to SBCTA needs.
- Receives, investigates, and responds to difficult and sensitive problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of public agency finance and accounting programs including general, governmental, and enterprise accounting, auditing and financial reporting, contracts

management, debt reporting, financial analysis, cost accounting, budgeting, and analytical techniques.

- Principles, practices, and procedures of budgeting, funding sources, enterprise operations and grant funds disbursement.
- Generally Accepted Accounting Principles and Governmental Accounting Standards Board guidelines for public sector accounting.
- Financial database management software (ERP).
- Principles, practices, and techniques of comprehensive financial analysis and business strategies.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Organization and management practices as applied to the development, analysis, and evaluation and implementation of programs, policies, and procedures.
- Research, statistical, analytical, and reporting methods, techniques, and procedures.
- Record keeping principles and procedures.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing SBCTA in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and SBCTA staff.

Ability to:

- Plan, organize, and summarize, and present financial information and data in an effective manner and draw sound conclusions.
- Analyze, interpret, summarize, and present financial, administrative and technical information and data in an effective manner.
- Research, analyze, and evaluate new service delivery and improvements in operations, methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Interpret, apply, explain, and ensure compliance with applicable federal, state, and local policies, procedures, laws, and regulations.
- Effectively represent the Finance department and SBCTA in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.

- Effectively represent the department and SBCTA in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to graduation from an accredited four-year college or university with major coursework in accounting, finance, business or public administration, or a closely related field and five (5) years of professional experience.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.
- Certification as a Public Accountant (CPA) is desirable.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various SBCTA meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL ELEMENTS

The employee works in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. The employee interfaces with staff, management, other departmental representatives, transportation and government officials, business representatives, and the general public in explaining SBCTA policies and requesting and providing information.

Accounting Manager
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EFFECTIVE: November 3, 2021

REVISED:

FLSA: Exempt

ANNUAL SALARY RANGE: Min \$94,319, Mid \$117,899, Max \$141,479

TOLL FINANCIAL SUPERVISOR

DEFINITION

Under general direction, plans, organizes, oversees and coordinates the financial planning, accounting, procurement and reporting activities related to the Express Lane Operation. Currently this is accounted for in the I-10 Express Lanes and I-15 Express Lanes funds. The Express Lane Operation activities are considered enterprise in nature and will be treated as a business activity in the financial and accounting system.

SUPERVISION RECEIVED AND EXERCISED

This position receives general direction from Accounting Manager. This position may exercise some functional oversight over assigned Finance staff. Exercises direct and general supervision over professional, technical, and administrative support staff.

CLASS CHARACTERISTICS

This is an administrative/professional position that independently performs a full-range of financial, accounting and procurement tasks including collecting, compiling, and analyzing financial data for the Express lane Operation. The position receives only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the SBCTA. This class is distinguished from Accounting Manager who has full management authority over toll operations and grant management and reimbursements and the Chief of Fiscal Resources has full management authority in planning, organizing, and directing the full scope of financial, procurement, audit, and budget administration within the department.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Participate in all Express Lane Operation activities (enterprise accounting) related to the accounting and financial programs, including Enterprise Resource Planning (ERP) system general ledger, accounts payable, accounts receivable, capital assets, debt service, revenue generation, procurement, audits, budgeting, cost allocations, project accounting, financial analysis, reporting, and bank reconciliations.
- Maintain and reconcile a variety of accounting ledgers, records, and reports in collaboration with Transcore, Toll Operator, and Transportation Corridor Agencies (TCA).
- Coordinate and perform professional-level financial planning related to the Express Lane Operation including collecting, compiling, and analyzing financial data.
- Perform a broad range of analytical work conducting financial analysis of Express Lane Operation activities to optimize financial processes.
- Analyze financial, operational, and management data to interpret the composite financial results of capital development and business operations related to the Express Lane Operation.

- Assist with the coordination and performance of professional-level administrative and programmatic work in procurement and contract administration of Express Lane Operation activities.
- Participate in a variety of analytical and operational studies regarding departmental activities related to the Express Lane Operation, including financial, budget, regulatory, operational, or administrative issues or questions; evaluates alternatives, makes recommendations, and assists with the implementation of procedural, administrative, and/or operational changes after approval; prepares comprehensive technical records and reports, identifies alternatives, and makes and justifies recommendations to Supervisor.
- Prepare and analyze a variety of complex financial reports, statements, and schedules.
- Participate in the preparation of the annual Toll Road activity budget for SBCTA.
- Participate in the annual audit of the Express lane Operation activity; prepare closing journal entries, audit schedules and/or financial statements including disclosure notes; provide assistance and information to outside auditors during annual and audit, including responding to questions, gathering data, and compiling reports.
- Research, provide recommendations and implement new accounting standards.
- Oversees compliance with all debt covenants.
- Attend and participate in professional group meetings; stays abreast of new trends and innovations in the fields of public agency finance and accounting, including toll/express lanes; researches emerging products and enhancements and their applicability to SBCTA needs.
- Monitor changes in regulations and technology that may affect assigned functions and operations; recommend policy and procedural changes, as appropriate.
- Receive, investigate, and respond to difficult and sensitive problems and complaints in a professional manner; identify and report findings, as appropriate.
- Keeps abreast with changes to the industry standards that may affect business rules.
- Perform other special projects and duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of public agency finance and accounting programs including general and governmental accounting, auditing and financial reporting, contracts management, debt reporting, financial analysis, cost accounting, budgeting, and analytical techniques.
- Principles and practices of public agency budget development and administration, particularly related to enterprise (business type) operations.
- Federal/State grant/loan requirements and guidelines.
- Principles of sound financial management policies and procedures.
- Financial database management software (ERP).
- Principles, practices, and techniques of comprehensive financial analysis and business strategies.
- Theory, procedures, methods, and techniques relative to finance, accounting, public finance, procurement, and related regulations.
- Generally Accepted Accounting Principles and Governmental Accounting Standards Board Statements for public sector accounting, including enterprise fund accounting.
- Project and/or program management, analytical processes, and report preparation techniques.

- Organizational and management practices as applied to the analysis, evaluation, development, and implementation of programs, policies, and procedures.
- Research, statistical, analytical, and reporting methods, techniques and procedures.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Record keeping principles and procedures.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing SBCTA in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and other SBCTA staff.

Ability to:

- Plan, organize, and carry out assignments with general direction.
- Conduct research and analytical studies on a wide variety of topics including finance and accounting programs, policies, and procedures.
- Analyze, interpret, summarize, and present financial, administrative and technical information and data in an effective manner.
- Participate in the presentation of financial plans.
- Research, analyze, and evaluate new service delivery and improvements in operations, methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Interpret, apply, explain, and ensure compliance with applicable federal, state, and local policies, procedures, laws, and regulations.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate and maintain modern office equipment, including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines in politically sensitive situations.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to graduation from an accredited four-year college or university with major coursework in accounting, finance, public or business administration, or a related field and five (5) years of progressively responsible finance and accounting experience.

Licenses and Certifications:

- Certification as a Public Accountant (CPA) is desirable.
- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various SBCTA meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL ELEMENTS

This is primarily a sedentary classification and the employee works in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. The employee interfaces with staff, management, other departmental representatives, transportation and government officials, business representatives, and the general public in explaining SBCTA policies and requesting and providing information.

EFFECTIVE: July 1, 2017
 REVISED: May 13, 2019
 FLSA: Exempt
 ANNUAL SALARY RANGE: Min \$77,596, Mid \$96,995, Max \$116,394

Minute Action

AGENDA ITEM: 9

Date: *October 13, 2021*

Subject:

Surplus Property Inventory

Recommendation:

Receive and file Surplus Property Inventory Report.

Background:

On January 1, 2020, legislature passed Assembly Bill (AB) 1486, which updated the manner in which surplus property is disposed of by public agencies and introduced an audit and oversight responsibility for the California Department of Housing and Community Development (HCD).

San Bernardino County Transportation Authority (SBCTA) is in the process of documenting steps taken to comply with the new requirements introduced by AB 1486, for the Surplus Property Inventory identified in the attached matrix.

In April of 2021, the HCD published their Final Surplus Land Act Guidelines.

An inventory of surplus land held by SBCTA is available to the public on the SBCTA website. Identified in this listing are surplus properties in the City of Upland, which are in the process of disposition and for which a Purchase and Sales Agreement will be brought to the Board of Directors (Board) at the November 2021 meeting.

To demonstrate greater transparency and compliance with Government Code Section 50569, a similar report will be filed annually with the Board in January of each year, identifying properties which have previously been found to be in excess of SBCTA's needs, have been disposed of in the prior calendar year, and properties that staff recommend the Board find to be in excess of SBCTA's foreseeable needs.

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:

Lisa Lazzar, Chief of Fiscal Resources

Approved
General Policy Committee
Date: October 13, 2021

Witnessed By:

Entity: San Bernardino County Transportation Authority

Inventory of SBCTA Surplused Property

APN	NUMBER	PREDIR	STREETNAME	STREETTYPE	CITY	STATE	ZIP	Acres	Declared Surplus
0155-163-10			CITRUS	ST	SAN BERNARDINO	CA	92404	0.87	Board Meeting 2007-04, Agenda Item 20
0272-131-14			CITRUS	ST	SAN BERNARDINO	CA	92404	0.55	Board Meeting 2007-04, Agenda Item 20
0285-161-11			STERLING	AVE	SAN BERNARDINO	CA	92404	1.31	Board Meeting 2007-04, Agenda Item 20
0285-162-12			ARDEN	AVE	SAN BERNARDINO	CA	92404	1.56	Board Meeting 2007-04, Agenda Item 20
0285-521-20			ARDEN	AVE	SAN BERNARDINO	CA	92346	1.28	Board Meeting 2007-04, Agenda Item 20
1191-341-25					HIGHLAND	CA	92346	0.02	Board Meeting 2007-04, Agenda Item 20
1191-341-26			PALM	AVE	HIGHLAND	CA	92346	0.80	Board Meeting 2007-04, Agenda Item 20
1191-341-27					HIGHLAND	CA	92346	0.20	Board Meeting 2007-04, Agenda Item 20
1191-341-28			ORANGE	ST	HIGHLAND	CA	92346	0.63	Board Meeting 2007-04, Agenda Item 20
1200-191-03			PALM	AVE	SAN BERNARDINO	CA	92346	0.58	Board Meeting 2007-04, Agenda Item 20
1200-351-01			PACIFIC	ST	HIGHLAND	CA	92346	1.31	Board Meeting 2007-04, Agenda Item 20
0227-121-56			ETIWANDA	AVE	RANCHO CUCAMONGA	CA	91739	3.63	Board Meeting 2010-10, Agenda Item 15
1046-605-01			STOWELL	ST	UPLAND	CA	91786	1.13	Board Meeting 2016-04, Agenda Item 12
1046-605-02	120	S	EUCLID	AVE	UPLAND	CA	91786	0.03	Board Meeting 2016-04, Agenda Item 12
1046-605-03	120	S	EUCLID	AVE	UPLAND	CA	91786	1.14	Board Meeting 2016-04, Agenda Item 12
0275-211-44			NEWPORT	AVE	GRAND TERRACE	CA	92313	1.88	Board Meeting 2019-07 Agenda Item 9
0275-232-05			LA CROSSE	AVE	GRAND TERRACE	CA	92313	0.07	Board Meeting 2021-02 Agend Item 6
1167-141-05			COMMERCE	WAY	GRAND TERRACE	CA	92313	0.16	Board Meeting 2021-02 Agend Item 6
0275-231-68			BARTON	RD	GRAND TERRACE	CA	92313	1.12	Board Meeting 2021-02 Agend Item 6
1167-231-10			BARTON	RD	GRAND TERRACE	CA	92313	0.12	Board Meeting 2021-02 Agend Item 6
0275-231-47			VACANT		GRAND TERRACE	CA	92313	1.84	Board Meeting 2021-02 Agend Item 6
1167-231-22			VACANT		GRAND TERRACE	CA	92313	0.20	Board Meeting 2021-02 Agend Item 6

Minute Action

AGENDA ITEM: 10

Date: *October 13, 2021*

Subject:

Rating Services Sole Source Agreements

Recommendation:

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

A. Find that it is in the best interest of the agency to award the **Sole Source** Agreement No. 22-1002704 for Rating Services to DBRS Limited in association with the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan, for five (5) years of services through March 1, 2027, for an amount not-to-exceed \$190,000.

B. Find that it is in the best interest of the agency to ratify the **Sole Source** Agreement No. 21-1002607 for Rating Services with Kroll Bond Rating Agency, LLC, in association with the TIFIA loan, with an evergreen term, where SBCTA will terminate in writing at the conclusion of the loan, and approve five (5) years of payments, increasing the current authorized amount by \$20,000 for a total not-to-exceed amount of \$120,000.

C. Find that it is in the best interest of the agency to ratify the **Sole Source** Agreement No. 20-1002281 for Rating Services with Moody's Investors Services, Inc., in association with the commercial paper issuance, with an evergreen term, where SBCTA will terminate in writing at the conclusion of the loan, and approve increasing the current authorized amount by \$65,950 to cover fees through September 2023 and ratify the expenditures for work done after the initial amount was expended, for a total not-to-exceed amount of \$107,500.

D. Find that it is in the best interest of the agency to ratify the **Sole Source** Agreement No. 20-1002295 for Rating Services with Standard and Poors Global, in association with the commercial paper issuance, with an evergreen term, where SBCTA will terminate in writing at the conclusion of the loan. The current agreement covers the fees through the maturity of the commercial paper for a total not-to-exceed amount of \$66,000.

Background:

Due to how the debt issuance process works, its timing, and as part of approving each debt issuance, the Board of Directors (Board) has delegated the approval of the rating services contracts to the Executive Director. However, it was not previously identified that these contracts were evergreen.

The Board authorized the Executive Director to execute contracts with rating agencies on June 6, 2018. DBRS Limited (DBRS Morningstar) and Kroll Bond Rating Agency, LLC, are contracted for the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan under the United States' Department of Transportation (DOT). The DOT expects San Bernardino County Transportation Authority (SBCTA) to remain consistent with its rating agencies throughout the payment of the loan. The rating agencies were selected based on experience with TIFIA loan processes. If the loan remains outstanding past the next five (5) years, SBCTA staff will return to the Board for approval of the additional costs at that time.

Entity: San Bernardino County Transportation Authority

Moody's Investors Services, Inc., and Standard and Poors Global, are contracted to provide ratings related to issuance of the commercial paper. These rating agencies will also be consistent rating agencies through the maturity of the loan. These rating agencies were selected as they provided ratings for the Sales Tax Revenue bonds. Award of sole source contracts is authorized by Section VI.A.2.b.i.a of Policy No. 11000, which provides an exception to the competitive process for instances based upon a requirement for unique qualifications, the existence of significant time constraints, excessive duplication of costs, and/or in certain instances of demonstrated experience.

It is in the best interest of the agency to approve the evergreen terms and sole source agreements. The bond rating is an important component when issuing debt because the rating alerts investors to the quality and stability of the debt instrument (bond, loan, notes, and commercial paper). That is, the rating greatly influences interest rates, investment appetite, and bond pricing. Keeping the rating agencies consistent during the life of the debt is important because the rating firms have knowledge of the history of the issuance and can better assess the effects of changes through the life of the debt issuance. To change the rating agencies periodically would be costly, would disrupt the actual debt issuance, and would prompt the lender to request an explanation for the change(s).

Pursuant to SBCTA's Contracting and Procurement Policy No. 11000, the maximum term for procurement contracts shall be five (5) years unless otherwise authorized by the SBCTA Board. Per Policy No. 11000, three of these contracts will extend beyond the five (5) year maximum with the recommended extension. As those rating agencies will not agree to a limited term, it is in SBCTA's best interest to accept the evergreen terms so as to avoid disruption of the debt issuances.

Agreement No. 22-1002704 with DBRS Limited is to issue rating on the TIFIA loan for an additional five (5) years of services through March 2027, for an amount not-to-exceed \$190,000. SBCTA Board authorized the Executive Director to execute the original contract on June 6, 2018. The new contract is to establish an end date to the contract and engage in a new contract if the TIFIA loan still remains outstanding.

Agreement No. 21-1002607 with Kroll Bond Rating Agency, LLC, is in association with the TIFIA loan. This contract was originally executed on March 15, 2021, and included funding for issuance of a Rating Report and four (4) years of surveillance totaling \$100,000. SBCTA staff is recommending Board approval to continue with the contract with no end date (the payoff of the loan will represent the end date) and to increase the authorized amount by \$20,000 to provide for a total of five (5) years of surveillance, for a total not-to-exceed amount of \$120,000. SBCTA will terminate the contract in writing to Kroll Bond Rating Agency, LLC, upon final payment of the TIFIA loan.

Agreement No. 20-1002281 with Moody's Investors Services, Inc., is in association with the issuance of the commercial paper, since the rating firm also issued ratings for the 2012 and 2014 Sales Tax Revenue bonds. This Agreement, originally executed on September 5, 2019, is authorized under what is now Section VI.A.2.b.i.a of Policy No. 11000, which provides an exception to the competitive process for instances based upon a requirement for unique qualifications, the existence of significant time constraints, excessive duplication of costs, and/or

General Policy Committee Agenda Item

October 13, 2021

Page 3

in certain instances of demonstrated experience, and included funding for issuance of an initial rating totaling \$27,700. The authorized amount was increased on March 31, 2020, to \$41,550 for the annual rating update fee. This increase was not sufficient to cover the \$20,000 annual fee for Fiscal Year 2021/2022; the invoice is currently outstanding pending an increase to the authorized contract amount. The recommended contract amount increase will cover the fees through the end of maturity of the commercial paper. SBCTA staff is recommending Board approval to continue with the agreement with no end date (the maturity of the issuance will represent the end date) and to increase the authorized amount by \$65,950 to provide for services through September 2023, for a total not-to-exceed amount of \$107,500. SBCTA will terminate the agreement in writing to Moody's Investors Services, Inc., upon final payment of the commercial paper.

Agreement No. 20-1002295 with Standard and Poors Global is in association with the issuance of the commercial paper, since the rating firm also issued ratings for the 2012 and 2014 Sales Tax Revenue bonds. This Agreement was originally executed on September 1, 2019, is authorized under what is now Section VI.A.2.b.i.a of Policy No. 11000, which provides an exception to the competitive process for instances based upon a requirement for unique qualifications, the existence of significant time constraints, excessive duplication of costs, and/or in certain instances of demonstrated experience, and included funding for issuance of an initial rating totaling \$44,000. The authorized amount was increased on March 31, 2020, to \$66,000 for the annual rating update fee. SBCTA staff is recommending Board approval to continue with the Agreement with no end date (the maturity of the issuance will represent the end date). SBCTA will terminate the Agreement in writing to Standard and Poors Global, upon final payment of the commercial paper.

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 agreements.

Responsible Staff:

Lisa Lazzar, Chief of Fiscal Resources

Approved
General Policy Committee
Date: October 13, 2021

Witnessed By:

San Bernardino County Transportation Authority

Contract No.: 22-1002704 Amendment No.: _____
 Contract Class: Payable Department: Finance
 Vendor No.: 05228 Vendor Name: DBRS Limited (DBRS Morningstar)
 Description: Rating Services
 List Any Related Contract Nos.: _____
 List Any Accounts Payable Related Contract Nos.: _____

Contract Authorization

Contract Management (Internal Purposes Only)

Accounts Payable

[illegible]

Additional Notes:



DBRS Limited
 DBRS Tower
 181 University Avenue, Suite 700
 Toronto, ON M5H 3M7

TEL +1 416 593 5577
FAX +1 416 593 8432
EMAIL info@dbbrsmorningstar.com

September 21, 2021

Mr. Curt Hagman
 President
 San Bernardino County Transportation Authority
 1170 W. 3rd Street
 San Bernardino, CA 92410
 USA

Re: Letter of Engagement concerning the assignment of ratings by DBRS Morningstar

Dear Mr. Hagman:

This Letter of Engagement sets out the terms and conditions under which San Bernardino County Transportation Authority ("SBCTA") has engaged DBRS Limited ("DBRS Morningstar") to continue to monitor ratings with respect to the I-10 Express Lanes Project (the "Project").

1. SBCTA shall provide DBRS Morningstar with appropriate, sufficient, reliable and timely information concerning SBCTA, the Project and any securities (the "Securities") issued by SBCTA for which ratings will be assigned, in order for DBRS Morningstar to be able to conduct its analysis and determine the ratings for the classifications listed in the attached Schedule A. When a rating is assigned, DBRS Morningstar may issue a press release regarding such rating to the news media and the investment newswires. DBRS Morningstar and SBCTA acknowledge that the rating has already been assigned by DBRS Morningstar pursuant to the letter of engagement dated February 16th, 2018.
2. DBRS Morningstar may prepare, from time to time, a rating report to be published by DBRS Morningstar and made available to subscribers of DBRS Morningstar rating reports. DBRS Morningstar will provide SBCTA with a draft copy of the rating report prior to its publication so that SBCTA may advise DBRS Morningstar of any factual errors or confidential information contained therein. By engaging DBRS Morningstar to assign ratings, SBCTA acknowledges that DBRS Morningstar may publish rating reports on the DBRS Morningstar website and in other media.
3. DBRS Morningstar recognizes that some information provided by the SBCTA may be confidential, so DBRS Morningstar (and its affiliates) will hold such information in confidence using a reasonable standard of care that is commensurate with that which it employs for its own confidential information. This confidential information will only be used for purposes related to rating activities and will not otherwise be disclosed to any third party without the permission of SBCTA. This confidentiality obligation will not apply to information that (a) is previously known by DBRS Morningstar independently; (b) is lawfully received from third parties without an obligation of confidence; (c) is in or becomes part of the public domain; (d) has been released by SBCTA to third parties and is not



protected by a confidentiality obligation; (e) SBCTA permits DBRS Morningstar to release or disclose; or (f) is required to be released or disclosed by law (including to a regulatory authority) or judicial order.

4. DBRS Morningstar continually monitors entities that it rates and holds periodic meetings with such entities to receive updates on each entity's activities and outlook. DBRS Morningstar updates its ratings and rating reports whenever circumstances warrant. SBCTA shall continue to provide the information necessary to allow DBRS Morningstar to update the ratings and rating reports on an ongoing basis, including for the term of any Securities that have been rated for so long as DBRS Morningstar remains engaged by SBCTA. SBCTA shall also provide DBRS Morningstar with advance notice of any material change in the Project and in SBCTA's business or operations related to the Project to the extent that this is possible and, in any event, to the same extent provided to other rating agencies engaged by SBCTA.
5. DBRS Morningstar will not assign ratings if the payment requirements described herein are not met or if DBRS Morningstar is not provided with sufficient and timely information to allow DBRS Morningstar to properly assess SBCTA, the Project and the Securities and to determine the ratings.
6. DBRS Morningstar retains the right to discontinue ratings or place ratings "under review" if such action is appropriate.
7. Nothing in this Letter of Engagement, or the rating when assigned, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient or user of the rating. Ratings assigned by DBRS Morningstar shall be subject to the DBRS Morningstar disclaimer set forth in the press release, rating letter or rating report provided by DBRS Morningstar. Among other things, the disclaimer explains that ratings are statements of opinion and that DBRS Morningstar is not liable for damages arising from the use of ratings.
8. SBCTA shall pay to DBRS Morningstar the fees described in the attached Schedule A. In addition, SBCTA shall reimburse DBRS Morningstar for all reasonable travel and other out of pocket expenses incurred by DBRS Morningstar in connection with this engagement, subject to existing SBCTA reimbursement caps and expense policies. As at the date of this Letter of Engagement, DBRS Morningstar acknowledges that SBCTA does not anticipate extending this engagement beyond March 2027 and, unless SBCTA provides written confirmation regarding the extension of this engagement and/or a new letter of engagement is signed by SBCTA and DBRS Morningstar, this engagement shall terminate March 1, 2027.

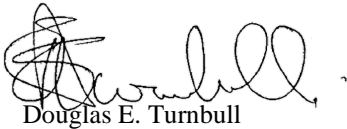
If the foregoing is acceptable, please sign and return one copy of this Letter of Engagement to us at your convenience.

In recognition of DBRS Morningstar policies regarding the separation of personnel who engage in analytical processes from those involved in fee discussions, SBCTA shall contact Linda Lee at 416-597-7394 or



Linda.Lee@DBRSMorningstar.com of the DBRS Morningstar Business Development department with respect to any concerns regarding the commercial aspects of the relationship, including any fee related matters, between DBRS Morningstar and SBCTA.

Yours sincerely,
DBRS Limited



Douglas E. Turnbull
 Vice Chairman and Country Head, Canada

We agree to the terms and conditions of this Letter of Engagement.

We acknowledge your request to refrain from sending any fee information or discussing any fee-related matters with analytical personnel in recognition of the DBRS Morningstar policy of separating personnel who engage in analytical processes from those involved in sales activity (including fee discussions).

San Bernardino County Transportation Authority

Signature:

Name:

Title:

Date:

I have authority to bind San Bernardino County Transportation Authority.

SCHEDULE A

Rating Classifications

1. long term debt and/or other debt issued in support of the Project

(The above list is subject to change from time to time and may result in modifications of the Fees.)

Fees

1. SBCTA shall pay to DBRS Morningstar an annual surveillance fee of \$36,400 in 2022, \$37,200 in 2023, \$38,000 in 2024, \$38,800 in 2025 and \$39,600 in 2026 for monitoring the Project and SBCTA and updating the ratings. The annual surveillance fee is due in March of each year. If SBCTA concurs with continuance of monitoring, the surveillance fee for 2027 and subsequent years is subject to annual adjustment. If, in any given year, additional work, such as reviewing a change to the structure or providing a rating affirmation or rating agency consent, is required over and above the annual surveillance work, SBCTA will issue notice to proceed and DBRS Morningstar may charge SBCTA additional fees for such work. DBRS Morningstar will not proceed with any work, and will not charge SBCTA any additional fees, unless and until the parties have agreed to proceed with such work and any additional fees that may apply.
2. When SBCTA issues debt with respect to this Project (including any loan from TIFIA, re-financing or any other debt issued in connection with this Project), SBCTA shall pay DBRS Morningstar an issuance fee with respect to each security or tranche of the issuance equal to the greater of (i) 3.5 basis points per dollar of the principal amount of each security or tranche of the issuance and (ii) \$50,000, but where (i) is currently capped at \$350,000 (this cap is subject to annual adjustment). This issuance fee is subject to annual adjustment and is due on or before each issuance of each security or tranche of the issuance.
3. All fees are subject to applicable sales taxes. Issuance fees are due and payable in the currency of issuance. All other fees are due and payable in U.S. dollars.
4. In order for our invoicing process to be accurate and timely, please provide us with the following information with regards to the billing contact:



Salutation: _____

Billing Contact
Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ Province/State: _____

Postal/ZIP code: _____ Country: _____

Phone number: _____

Email: _____

General Contract Information

Contract No: 21-1002607 Amendment No.: 1

Contract Class: Payable Department: Finance

Vendor No.: 03431 Vendor Name: Kroll Bond Rating Agency, LLC

Description: Rating Services

List Any Related Contract Nos.: _____

List Any Accounts Payable Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	100,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	20,000.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	120,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	120,000.00

Contract Authorization

Board of Directors _____ Date: 11/3/2021 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? Yes No Budget Adjustment _____

Local _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Payable

Estimated Start Date:		3/15/2021		Expiration Date:		4/1/2026		Revised Expiration Date:		12/31/2039	
NHS:		N/A		QMP/QAP:		N/A		Prevailing Wage:		N/A	
								Total Contract Funding:		Total Contingency:	
Fund		Prog		Task		Sub-Task		Object		Revenue	
PA Level		Revenue Code Name									
\$		120,000.00									
\$		-									
GL:		4110:		40:		0820:		0823:		52001: 41100000	
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Lisa Lazzar _____ Hilda Flores _____

Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: This CSS to to approve the Evergreen clause and to include the budget for 5 years at \$20,000 per year

Attachment: 21-1002607 Amend 1 CSS [Revision 1] (7963 : Rating Services Sole Source Agreements)



March 11, 2021

Raymond Wolfe
Executive Director
San Bernadino County Transportation Authority
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410

Re: Published Rating of San Bernardino County Transportation Authority I-10 Contract One Express Lanes Project TIFIA Loan

Dear Ms. Flores,

This letter agreement sets forth the process and terms pursuant to which Kroll Bond Rating Agency, LLC (“**KBRA**”) will provide you with a published rating assigned to securities or other debt instruments relating to San Bernardino County Transportation Authority I-10 Contract One Express Lanes Project TIFIA Loan (the “**Project**”) issued pursuant to a transaction (the “**Transaction**”). Set forth below are descriptions of the services to be provided by KBRA and the steps in our rating process, as well as the related fee arrangements and other terms. If this letter agreement meets with your approval, please sign in the space indicated at the end of this letter agreement to evidence your acceptance and return an executed copy to KBRA.

The deliverables, process, fees and terms of this letter agreement are applicable to each rating issued pursuant to this letter agreement. For the avoidance of doubt, the use of any singular reference to a rating, Preliminary Rating Letter, Rating Report, Rating Letter, or Surveillance Letter (each as defined below) in this letter agreement applies to each rating issued pursuant to this letter agreement.

Deliverables

Preliminary Rating Letter: KBRA will undertake its rating process for the Transaction, which will involve KBRA’s review of the information required to be provided by you pursuant to this letter agreement. KBRA will then issue a preliminary rating letter including the preliminary rating of the Transaction (the “**Preliminary Rating Letter**”). KBRA will publish the preliminary rating. The Preliminary Rating Letter shall remain in effect for ninety (90) calendar days after the date on which the Preliminary Rating Letter has been issued, unless this letter agreement is terminated earlier as provided herein.

Rating Report: KBRA will prepare and publish a rating report (the “**Rating Report**”) regarding the Transaction. A draft of the Rating Report will be sent to you prior to any publication or release of such report. The draft will be sent (i) to inform you of the critical information and principal considerations upon which the credit rating is based, and (ii) to afford you an opportunity to submit additional factual information not previously provided to KBRA, to clarify any factual misperceptions, or to identify any Confidential Information (as defined below). KBRA shall duly evaluate any comments made by you; however, KBRA is not obliged to consider any drafting or editorial changes proposed by you, other than those made to correct factual errors or remove references to Confidential Information. The draft Rating Report is for your use only and may not be shared with third parties other than your advisors that have a need to know such information and who are bound by appropriate confidentiality obligations. You shall be liable for any unauthorized disclosures by such recipients.

Rating Letter: After providing the Preliminary Rating Letter, KBRA will complete its rating process and publish a rating letter for the Transaction (“**Rating Letter**”).

Finalization of the rating and delivery of the Rating Letter are subject to the satisfactory completion of all aspects of KBRA's rating process, as determined by KBRA in its sole discretion.

Surveillance Letter: KBRA will conduct surveillance of the Transaction, which will include reviewing updated information provided by you, or at your request or direction, either voluntarily or at our request, and speaking with you as necessary. KBRA will provide you with an updated surveillance letter confirming or modifying the rating previously provided to you based on the information reviewed and will publish such updates.

Rating Agency Confirmation: Subsequent to delivery of the Rating Letter, you may request a Rating Agency Confirmation ("RAC") confirming that the occurrence of an event will not result in a change to the relevant rating. Any such RAC will be subject to the terms of this letter agreement.

Process

The rating process will have three (3) major phases. A broad overview of each phase is set forth below. The time required to complete each phase may vary materially from KBRA's initial estimates if (i) KBRA becomes aware of information that KBRA determines, in its sole discretion, may require additional unexpected diligence or research, or (ii) there is a delay in your provision of information to KBRA that, in KBRA's sole discretion, is required for KBRA to perform its analysis. Any feedback provided by KBRA to you during the rating process is for your use only and may not be shared with third parties other than your agents and advisors who have a need to know such information and are bound by appropriate confidentiality obligations.

Phase I

- Review of the available documents set forth in Exhibit A.
- Review of any other information which KBRA views to be material to a potential rating of the Transaction
- Ongoing discussions with relevant personnel regarding the aforementioned
- Issuance of Preliminary Rating Letter

Phase II

- Review of updates to documents previously provided to facilitate KBRA's issuance of Preliminary Rating Letter and any other available documents set forth in Exhibit A
- Preparation and delivery of the draft Rating Report for your review for factual errors and identification of any Confidential Information (defined below)
- Review final financing and other transaction documents
- Issuance of Rating Letter
- Finalization and delivery of the Rating Report

Phase III: Ongoing surveillance of the Transaction, including potential issuance of event-driven updates.

Fees

Fees:

The fees for the rating services outlined herein are set forth below.

Phase I Fee:	\$10,000
Phase II Fee:	\$10,000

Phase III Surveillance Fee: \$20,000

KBRA reserves the right to engage legal counsel and consultants to assist it with rating the Transaction. If KBRA chooses to use outside legal counsel and/or consultants to assist it with rating the Transaction, KBRA will let you know which firms KBRA intends to use as soon as practicable after such firms are engaged.

Payment: The Phase I Fee and Phase II Fee, as reflected above, will be due upon KBRA's delivery of the Rating Letter along with any expense reimbursements, as provided above. The Phase III Surveillance Fee, as reflected above, will be due on each anniversary of the issuance of the Rating Letter. All fees and expense reimbursements are payable within five (5) days after receipt of an invoice. All fees and expense reimbursements are exclusive of and subject to applicable taxes. The fees are non-refundable.

Additional Fees

If, subsequent to the execution of this letter agreement, any of the following occur, an additional fee (the "**Additional Fee**") may be due:

- (i) you request expedited delivery of the Rating Letter;
- (ii) you request RAC following the delivery of the Rating Letter;
- (iii) the details or specifications of the Transaction change materially such that additional document review and analysis is required in order for KBRA to rate or maintain a rating on the Transaction; and/or
- (iv) a Rating Letter is required but has not been issued by the date that is 180 calendar days after the date of this letter agreement for any reason other than KBRA's breach of this letter agreement, as described further below.

Any Additional Fees will be dependent upon various factors, including the type of the proposed change or amendment and the complexity of additional review or analysis that will, in KBRA's sole opinion, be required to perform the necessary work. Any such Additional Fee will be agreed to by the parties prior to KBRA's issuance of an invoice.

Payment of fees is not contingent on the successful offering of the securities to be issued in the proposed Transaction, your use of the rating or our issuance of any particular rating.

Term and Termination

This letter agreement shall remain in effect so long as KBRA is maintaining the rating, unless this letter agreement has been terminated as provided herein.

Either party may terminate this letter agreement at any time by delivering written notice to such effect to the other party. If such termination takes place before the completion of Phase II, a "Break-up Fee", as defined below, will be due and payable. The termination of this letter agreement may result in KBRA's withdrawal of any then-existing rating of the Transaction.

If a Rating Letter is not yet issued by the date that is 180 calendar days after the date of this letter agreement for any reason other than KBRA's breach of this letter agreement, then on such date (a) if you elect to proceed with the rating process (i) KBRA may request that you provide up-to-date information to allow us to complete the rating process, and (ii) a fee commensurate with the work performed as of such date, as detailed in this letter agreement, shall be due and payable, along with any Additional Fees that are commensurate with the review and analysis of such materials that, in KBRA's sole opinion, will be required to perform the work, or (b) if you do not elect to proceed with the rating process, then on such date

a “Break-up Fee”, as defined below, will be due and payable.

Break-up Fee: In the event this letter agreement is terminated before the completion of Phase II for any reason other than KBRA’s breach of its obligations hereunder, a break-up fee commensurate with the work performed as of the date of such termination, as detailed in this letter agreement, shall be due and payable, along with reimbursement for any expenses incurred as provided above; provided that (i) if termination takes place prior to the completion of Phase I, the Break-up Fee shall not exceed the Phase I Fee plus any Additional Fee and expense reimbursement, if applicable, and (ii) if termination takes place prior to the completion of Phase II, the Break-up Fee shall not exceed the sum of the Phase I Fee (to the extent not already paid), the Phase II Fee, and any Additional Fee and expense reimbursement, if applicable.

General

1. In issuing and maintaining its ratings, KBRA relies on information it receives from you or at your request or direction and from other sources KBRA believes to be credible. The rating, and the maintenance of the rating, may be affected by KBRA’s opinion of the information received from you or at your request or direction in connection with this letter agreement. You agree to use good faith efforts to cooperate, in any manner reasonably requested, with any verification procedures performed by KBRA or its agents or at KBRA’s request. For so long as this letter agreement is in effect, in connection with the rating provided hereunder, you warrant that you will provide, or cause to be provided, as promptly as practicable, to KBRA and/or its agents (a) all information requested by KBRA in accordance with its ratings process or that may be necessary for KBRA to satisfy its obligations pursuant to any applicable legislation in connection with the issuance of its ratings, or as required by any regulatory or legal authorities, including, without limitation, relevant third-party information, to the extent you have the legal right to disclose such information, after due inquiry, and (b) any other material information relevant to the rating and surveillance of the rating, including, without limitation, information on material changes to information previously provided by you or at your request or direction to KBRA. The failure to provide such information may result in KBRA’s termination of this letter agreement or, in the case of surveillance, the downgrade or withdrawal of the rating. You further warrant that all information provided to KBRA and its agents by you or at your request or direction regarding the rating or surveillance of the rating, as such information may be updated from time to time in accordance with (b) above, contains and will contain no untrue statement of material fact and does not and will not omit a material fact necessary in order to make such information, in light of the circumstances in which it was provided, not misleading. You acknowledge that the rating provided pursuant to this letter agreement is based on the information you provide, or another party provides at your request or direction to KBRA, and KBRA will not independently verify the accuracy or completeness of such information. So long as this letter agreement is in effect, you agree to provide, and will cause third parties providing information at your request or direction to reasonably cooperate in providing, additional information if requested by KBRA as may be necessary for KBRA’s compliance with any applicable laws or regulations.

2. You understand that KBRA is relying on your representations, warranties, and covenants and if, for any reason, you breach your representations, warranties, or covenants at any time, you shall provide prompt written notice to KBRA and if possible, promptly cure such breach, including by correcting any relevant information. The failure of any of your representations, warranties, or covenants to be true at any time may affect KBRA’s ability to issue and maintain the ratings, result in the downgrade or withdrawal of the ratings and/or limit KBRA’s ability to issue ratings for you in the future as we may no longer be permitted to reasonably rely on your representations. To the extent permitted by applicable law, you will indemnify KBRA for all losses, damages, liabilities, judgments, costs, charges and expenses (including reasonable legal fees and expenses) (“**Losses**”) (a) resulting from a breach of the representations, warranties, or covenants in this letter agreement, including but not limited to all Losses arising from claims asserted by any third party against KBRA arising from such breach, or (b) that arise out of or relate to any claim that the information provided by you or at your request or direction infringes or violates the intellectual property rights of a third party, except in either case, to the extent such Losses are judicially determined to result from the gross negligence or willful misconduct of KBRA.

3. KBRA reserves the right in its sole discretion to raise, lower or withdraw any rating at any time for any reason it deems sufficient. KBRA may take such action notwithstanding any request for a withdrawal of a rating or termination of this letter agreement. KBRA reserves the right to refuse to complete the rating if you violate any of the terms of this letter

agreement, including if you fail to provide KBRA with accurate, complete, timely or reliable information required by this letter agreement. Under any of the foregoing circumstances, no fees paid to KBRA will be returned. In the event that KBRA issues a rating pursuant to this letter agreement, such rating reflects KBRA's then-current opinion of the creditworthiness of the securities or collateral underlying the Transaction and/or the structure of the obligations. The rating issued hereunder will be subject to the qualifications and descriptions set forth in KBRA's Rating Letter and sources referenced therein. The ratings and other views of KBRA are statements of opinion and not statements of fact. They are not a recommendation or suggestion, directly or indirectly, to you or any other person, to buy, sell, make or hold any investment, loan or security or to undertake any investment strategy with respect to any investment, loan or security or any issuer. Ratings do not comment on the adequacy of market price, marketability, the suitability of any investment, loan or security for a particular investor (including without limitation, any accounting and/or regulatory treatment), or the tax-exempt nature or taxability of payments made in respect of any investment, loan or security. You acknowledge that KBRA is not your advisor and is not providing you any financial advice, or any legal, auditing, accounting, appraisal, valuation or actuarial services. The ratings should not be viewed as a replacement for such advice or services. Nothing in this letter agreement is intended to or should be construed as creating a fiduciary relationship between you and us or between us and any user of the ratings described herein.

4. For purposes of this letter agreement, "**Confidential Information**" shall mean information provided to KBRA by you, or at your request or direction, in connection with the Transaction that is marked as, or is otherwise indicated in writing, including, without limitation email, to be, "Confidential". Notwithstanding the foregoing, information disclosed by you or at your request or direction to KBRA shall not be deemed to be Confidential Information, and KBRA shall have no obligation to treat such information as Confidential Information, if such information (a) was known by KBRA or its affiliates at the time of such disclosure and was not known by KBRA to be subject to a prohibition on disclosure, (b) was known to the public at the time of such disclosure, (c) becomes known to the public (other than by an act of KBRA or its affiliates) subsequent to such disclosure, (d) is disclosed to KBRA or its affiliates by a third party subsequent to such disclosure and KBRA reasonably believes that such third party's disclosure to KBRA or its affiliates was not prohibited, (e) is developed independently by KBRA or its affiliates without reference to the Confidential Information, (f) has been aggregated or modified such that it is no longer identifiable as attributable to you or the Transaction, or (g) is approved by you for public disclosure or is otherwise publicly disclosed by you. For the avoidance of doubt, with respect to (g), any information that is reviewed and authorized for publication by you, your agents, or advisors will not be deemed Confidential Information.

Except as otherwise provided herein, KBRA shall not disclose Confidential Information to third parties. KBRA may disclose Confidential Information to its employees, consultants, representatives, financial and legal advisors and affiliates, provided such persons or entities are bound by confidentiality obligations similar to those contained in this letter agreement. KBRA may use Confidential Information to assign, raise, lower, or withdraw a rating, provided that, in each case, the Confidential Information is not presented publicly. KBRA may also use and share Confidential Information with any of its affiliates or agents engaged in the ratings or other financial services businesses who are bound by confidentiality obligations similar to those contained in this letter agreement, for modeling, benchmarking and research purposes, and all such models, benchmarks and research shall be the sole property of KBRA and its affiliates, provided that, in each case, Confidential Information is not presented publicly in a way that can be attributed to you or the Transaction. KBRA reserves the right to use, publish, disseminate, or license others to use or disseminate any non-Confidential Information provided by you, or at your request or direction, to the extent such information is contained in a product produced by KBRA or its affiliates. KBRA may disclose Confidential Information to the extent (a) necessary to defend itself in a proceeding before a legal, governmental or administrative authority, or (b) requested or required by law, regulation, order or subpoena of a judicial or governmental authority or auditor. Nothing herein shall prohibit or restrict the rights of current or former KBRA personnel to disclose Confidential Information in a manner that is protected or required by the whistleblower provisions of any applicable law or regulation.

5. KBRA will make any published rating publicly known by issuing a press release and posting such ratings to kbra.com. Notwithstanding anything to the contrary herein, KBRA reserves the right to use, publish, disseminate, or license others to use or disseminate any rating provided pursuant to this letter agreement and any analytical reports, including the

rationale for the rating, including with respect to published ratings that have been withdrawn, regardless of the reason for such withdrawal, unless otherwise provided in this letter agreement. Any analytical reports published by KBRA are not issued by or on behalf of you or at your request. KBRA may publish explanations of KBRA's rating methodology from time to time and nothing in this letter agreement shall be construed as limiting KBRA's ability to modify or refine its rating methodology as KBRA deems appropriate.

6. KBRA does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a rating or the results obtained from the use of such information. KBRA GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. KBRA, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to you, your affiliates or any third parties asserting claims, directly or indirectly, for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to any rating provided hereunder or the related analytic services even if advised of the possibility of such damages or other amounts except to the extent such damages or other amounts are judicially determined to result from gross negligence or willful misconduct of KBRA. In furtherance and not in limitation of the foregoing, KBRA will not be liable to you, your affiliates or any third parties asserting claims with respect to any decisions alleged to be made by any person based on anything that may be perceived as advice or recommendations. Preliminary feedback or any discussions with KBRA's analysts shall not be deemed to be advice or opinions regarding securities or business operations. KBRA will not be liable to you, your affiliates, or any third parties for disclosures by any governmental, legal, or regulatory authorities (collectively, "**Governmental Entities**") of any Confidential Information. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. Neither party waives any protections, privileges, or defenses it may have pursuant to law, including, without limitation, the First Amendment of the Constitution of the United States of America.

7. Notwithstanding anything to the contrary, you understand and agree that KBRA has not consented to, and will not consent to, being named an "expert" pursuant to applicable securities laws including, without limitation, Section 7 of the Securities Act of 1933, or identification of KBRA in any registration statement, prospectus or other offering document (including through incorporation) within the meaning of applicable securities laws such that KBRA could reasonably be expected to be considered an "expert" pursuant to applicable securities laws including, without limitation, Section 7 of the Securities Act of 1933.

8. You understand that current and future laws and regulations relating to rating agencies, as such laws and regulations may be amended or supplemented, may apply to KBRA and KBRA may be required to comply with such laws and regulations by implementing internal policies and procedures. You acknowledge that our services and any ratings contemplated hereunder may be subject to such laws and regulations and you agree to cooperate with KBRA if your cooperation is necessary for KBRA's compliance. Nothing in this letter agreement shall prevent KBRA from acting in accordance with applicable laws and regulations and KBRA's policies, as published from time to time in furtherance of such laws and regulations, including, but not limited to, publicly disclosing any information provided in connection with the rating, to the extent that KBRA in good faith determines is necessary to be disclosed pursuant to Rule 17g-7 of the Securities Exchange Act of 1934 ("**Exchange Act**"), or if required by any other law or by any Governmental Entities.

9. You represent and warrant that (a) neither you nor the issuer (if you are not the issuer) or any of your or the issuer's subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (together, "**Sanctions**"), (b) neither you nor the issuer (if you are not the issuer) is 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of your knowledge, after due inquiry, no entity 50% or more owned or controlled by a direct or indirect parent of you or the issuer (if you are not the issuer) is the subject of Sanctions. For purposes of clause (c) in this section, "**parent**"

is a person or entity owning or controlling, directly or indirectly, 50% or more of you or the issuer (if you are not the issuer). For so long as this letter agreement is in effect, you will promptly notify KBRA if any of these circumstances change. You understand and agree that KBRA may, itself or through a subcontractor, conduct further review to determine whether (i) you, the issuer (if you are not the issuer) or any of your or the issuer's subsidiaries or direct or indirect parents, (ii) entities 50% or more owned or controlled by a direct or indirect parent of you or the issuer (if you are not the issuer), or (iii) any director or corporate officer of any of the foregoing entities, is the subject of any Sanctions. You represent and warrant that you are aware that the U.S. and state securities laws may impose restrictions on trading in securities when in possession of material, non-public information which may include information relating to pending ratings, and have adopted securities trading and communication policies to that effect.

10. You represent and warrant that you are aware of the requirements of Rule 17g-5 (“**Rule 17g-5**”) under the Exchange Act and have determined that the Transaction does not constitute an asset-backed or mortgage-backed securities transaction subject to paragraph (a)(3) of Rule 17g-5, such that no information is required to be made available to other Nationally Recognized Statistical Rating Organizations pursuant to Rule 17g-5. If, subsequent to the execution of this letter agreement, you, in your discretion, determine that paragraph (a)(3) of Rule 17g-5 is applicable to the Transaction, you shall promptly notify KBRA and hereby make the following representations, warranties, and covenants, which may be relied upon by KBRA:

a. You have reviewed and understand the requirements and provisions contained in Rule 17g-5 and any releases and amendments related thereto (See 17 C.F.R. § 240.17g-5) as they pertain to you as an issuer, sponsor, or underwriter who has hired a nationally recognized statistical rating organization for the purposes of having a structured finance product rated (collectively, an “**Arranger**”). You are an Arranger.

b. You have procedures and capabilities to comply, and intend to so comply, with the disclosure and information requirements of an Arranger set forth in this letter agreement (including provisions of this letter agreement relating to Rule 17g-5 and any releases and amendments related thereto as may have been issued before the date hereof or may be issued after the date hereof) and you have not failed and will not fail to comply with such disclosure and information requirements.

c. You will at all times:

i. Maintain the information described in paragraphs (a)(3)(iii)(C) through (a)(3)(iii)(E) of Rule 17g-5 [See 17 C.F.R. § 240.17g-5] available at an identified password-protected website that presents the information in a manner indicating which information currently should be relied on to determine or monitor the credit rating;

ii. Provide access to such password-protected website during the applicable calendar year to any nationally recognized statistical rating organization that provides you and the Securities and Exchange Commission (as required by Rule 17g-5 [See 17 C.F.R. § 240.17g-5]) with a copy of the certification described in paragraph (e) of Rule 17g-5 [See 17 C.F.R. § 240.17g-5] that covers that calendar year, provided that such certification indicates that the nationally recognized statistical rating organization providing the certification either:

A. Determined and maintained credit ratings for at least ten percent (10%) of the issued securities and money market instruments for which it accessed information pursuant to 17 C.F.R. § 240.17g-5(a)(3)(iii) in the calendar year prior to the year covered by the certification, if it accessed such information for ten (10) or more issued securities or money market instruments; or

B. Has not accessed information pursuant to 17 C.F.R. § 240.17g-5(a)(3) ten (10) or more times during the most recently ended calendar year.

iii. Post on such password-protected website all information the issuer, sponsor, or underwriter provides to the nationally recognized statistical rating organization (including, without limitation, KBRA) or contracts with a third party to provide to the nationally recognized statistical rating organization (including, without

limitation, KBRA), for the purpose of determining the initial credit rating for the security or money market instrument, including information about the characteristics of the assets underlying or referenced by the security or money market instrument, and the legal structure of the security or money market instrument, at the same time such information is provided to the nationally recognized statistical rating organization (including, without limitation, KBRA);

iv. Post on such password-protected website all information the issuer, sponsor, or underwriter provides to the nationally recognized statistical rating organization (including, without limitation, KBRA), or contracts with a third party to provide to the nationally recognized statistical rating organization (including, without limitation, KBRA), for the purpose of undertaking credit rating surveillance on the security or money market instrument, including information about the characteristics and performance of the assets underlying or referenced by the security or money market instrument at the same time such information is provided to the nationally recognized statistical rating organization (including, without limitation, KBRA); and

v. Post on such password-protected website, promptly after receipt, any executed Form ABS Due Diligence-15E containing information about the security or money market instrument delivered by a person employed to provide third-party due diligence services with respect to the security or money market instrument.

11. Each party represents and warrants to the other that the applicable undersigned entity is organized, validly existing, and in good standing pursuant to the laws of the jurisdiction of its formation, that it is authorized to enter into this letter agreement, that it has all of the rights and powers necessary to do so, and that the individual signing below is authorized to bind it to its obligations pursuant to this letter agreement. You further represent and warrant to KBRA that the undersigned entity is not a special purpose vehicle.

12. Nothing in this letter agreement, or the rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of the rating. No person is intended as a third-party beneficiary of this letter agreement or of the rating when issued.

13. This letter agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns.

14. In the event that any term or provision of this letter agreement shall be held to be invalid, void, or unenforceable, then the remainder of this letter agreement shall not be affected, impaired, or invalidated, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

15. This letter agreement supersedes any other agreement and/or terms and conditions relating to the information provided to KBRA in relation to the Transaction including, without limitation, any non-disclosure or confidentiality agreements, or terms and conditions of any website of the issuers or its agents, such as a “click-through” agreement, and constitutes the complete and entire agreement between the parties regarding the subject matter of this letter agreement. This letter agreement may not be amended except in a writing signed by authorized representatives of both parties. All notices required to be provided by you pursuant to this letter agreement must be delivered in writing by emailing legal@kbra.com.

16. This letter agreement may be executed in counterparts (which may be exchanged by email), each of which shall be deemed an original, but which together shall constitute one and the same instrument.

17. This letter agreement, the Preliminary Rating Letter, the Rating Letter, the Rating Report, any surveillance document, RAC, or any other rating document produced by KBRA in connection with this letter agreement shall be governed by the internal laws of the State of California. The parties irrevocably agree that the state and federal courts of California located in the Counties of San Bernardino (state) and Riverside (federal) shall be the exclusive forums for any dispute arising out of or relating to this letter agreement and the parties hereby consent to the personal jurisdiction of such courts.

18. The terms and conditions of this letter agreement are to be kept confidential between the parties. Either party may disclose the terms of this letter agreement as required by law, and to its agents, advisors, auditors and consultants as necessary, provided that such recipients are bound by appropriate confidentiality obligations.

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DRAFT

The offer of services contained in this letter agreement will expire if not signed and returned to us on or before March 19, 2021.

We look forward to working with you. If you have any questions, please call me at 646.731.2419.

Sincerely,


Dana Bunting

Senior Managing Director
Kroll Bond Rating Agency, LLC

Agreed and accepted:

San Bernadino County Transportation Authority

By: 

Name: Raymond Wolfe

Title: Executive Director

Date: **March 15, 20...**

Email or mail signed letter agreement to:

William Baneky
Kroll Bond Rating Agency, LLC

Email: william.baneky@kbra.com
Tel: 646.731.2409
Return By: March 19, 2021

APPROVED AS TO FORM

Julianna
K. Tillquist

Digitally signed by
Julianna K. Tillquist
Date: 2021.03.15
10:19:20 -07'00'

SBCTA General Counsel

Billing Information

Company	SBCTA
Contact Name	Hilda Flores, CPA, MBA
Address	1170 W. 3rd St San Bernardino, CA 92410
W9 Required (Y/N)	NO
Contact Email:	hflores@gosbcta.com

Attachment: 21-1002607 Agreement Letter (7963 : Rating Services Sole Source Agreements)

Exhibit A

Project Finance Document Request

KBRA typically requests:

The relevant financial information and documents, including:

- Credit or similar agreement(s)
- Lender agreement
- Pitchbook (if available)
- Independent engineer report
- Site visit (if necessary)
- Resource assessment
- Term sheet
- Equity contribution agreement
- LLC Agreement
- Legal opinions
- Financial model
- Credit memo
- Market consultant report
- Any other information that may be required.

General Contract Information

Contract No: 20-1002281 Amendment No.: 2

Contract Class: Payable Department: Finance

Vendor No.: 03046 Vendor Name: Moody's Investors Service, Inc.

Description: Rating Services

List Any Related Contract Nos.: _____

List Any Accounts Payable Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	27,700.00	Original Contingency		\$	-
Prior Amendments		\$	13,850.00	Prior Amendments		\$	-
Current Amendment		\$	65,950.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	107,500.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	107,500.00

Contract Authorization

Board of Directors _____ Date: 11/3/2021 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? Yes No Budget Adjustment _____

Federal/Local _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Payable

Estimated Start Date:		9/9/2019		Expiration Date:		12/31/2039		Revised Expiration Date:			
NHS:		N/A		QMP/QAP:		N/A		Prevailing Wage:		N/A	
								Total Contract Funding:		Total Contingency:	
	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	107,500.00	\$ -
GL:	6010	40	0860	0824	52005	48005007		BNSF Participating		19,900.07	-
GL:	4131	40	0860	0824	52005	41100000		MSI Arterial		948.39	-
GL:	6010	40	0860	0824	52005	42421011		City of San Bernardino		455.28	-
GL:	2080	40	0860	0824	52005	42106802		HBP		86,196.26	-
GL:										-	-
GL:										-	-
GL:										-	-
GL:										-	-
GL:										-	-
GL:										-	-

Lisa Lazzar _____ Hilda Flores _____

Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: This CSS to to approve the Evergreen clause and to include the budget for 5 years at \$40,000 per year

Attachment: 20-1002281 Amend 2 CSS [Revision 2] (7963 : Rating Services Sole Source Agreements)

MOODY'S

INVESTORS SERVICE

Moody's Investors Service
7 WTC at 250 Greenwich Street
New York, NY 10007

Thank you for contacting Moody's. In connection with our rating services, we require agreement to the following terms and conditions

A. USAGE

When used in this Application:

- 1 **Moody's.** "Moody's", "we", "our" and "us" refer to the Moody's entity specified above and its group companies and all directors, officers and employees of that entity and its group companies.
- 2 **"Moody's Group"** refers to Moody's and its agents
- 3 **Credit Rating.** "Credit rating" or "rating" refers to an opinion regarding the creditworthiness of: (1) a debt, financial obligation, debt security, preferred share or other financial instrument (each, an "Issue") or (2) an entity, assigned using an established and defined ranking system of rating categories. Moody's credit ratings do not address any other risk, including: liquidity risk, market value risk, or price volatility. Any rating must be construed solely as a statement of opinion and not a statement of fact. A credit rating is not an offer, invitation, inducement or recommendation to purchase, sell or hold any securities or otherwise act in relation to the Issue, the issuer ("you") or the transaction (the "Transaction") to which this Application relates or otherwise in connection with any associated transaction, entity, or matter. References in this Application to "rating" or "credit rating" also encompass any related RAC (defined below) and the terms of this Application will apply to any such RAC.
- 4 **Application.** "Application" refers to these written terms and conditions, the Authorization Form and all schedules (including all Fee Schedule(s)), appendices and exhibits attached, each as may be amended, supplemented or modified from time to time.

B. APPLICANT WARRANTIES AND COVENANTS

- 1 **Rating Information.** You agree to provide (or cause to be provided to Moody's) all information relevant for the purposes of assigning and, on an ongoing basis, for the purposes of monitoring the rating(s) requested under this Application. We rely on such information, including information obtained by Moody's from third parties where such information has been provided to such third parties by or on behalf of you or the Issuer. We will not be obliged to you to independently verify, audit or validate any such information. You warrant that you have undertaken all reasonable due diligence in respect of such information and all such information is in all respects true, accurate, complete and not misleading. You warrant that you have all legal rights and have obtained all consents necessary to disclose such information to Moody's. Finally, you also warrant that such information is not subject to any restrictions that would prevent Moody's use of such information in connection with its rating processes. You agree that you are solely responsible and liable for the quality of such information.
- 2 **Use of Information.** We may use any information provided in connection with Moody's general business activities. We may also aggregate and/or transform any information provided so that it cannot be associated with any issuer and publish, distribute or use such aggregated or transformed information as part of Moody's general business activities.
- 3 **Fees.** You agree to pay or cause to be paid all relevant fees under the Fee Schedule(s) included in this Application. Moody's reserves the right to revise this Application.
- 4 **Economic and Trade Sanctions Warranty.** You represent and warrant that:

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Doc ID: 00063650 0 FS_2019.04 US PPIF MSPG Debt Supported by LOC USD

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(a) none of (i) you, (ii) any issuer hereunder ("Issuer"), (iii) any person(s) that own(s) (50% or more individually or collectively of) or controls, directly or indirectly, you or any Issuer (a "Parent Company"), or (iv) any person that is owned (50% or more) or controlled, directly or indirectly, by any Issuer, is subject to asset freeze sanctions imposed by the European Union ("EU"), the United Kingdom ("UK"), or the United States ("U.S.") (e.g., included on the U.S. List of Specially Designated Nationals and Blocked Persons or the UK Consolidated List of EU and UK Asset Freeze Targets) ("Asset Freeze Sanctions");

(b) none of you, any Issuer or any Parent Company is (i) organized, headquartered or, if a natural person, ordinarily resident, in a country or territory that is subject to comprehensive economic or trade sanctions imposed by the United States, which currently include Cuba, Crimea, North Korea, Iran, and Syria (each a "Sanctioned Country" and collectively "Sanctioned Countries") or (ii) a governmental instrumentality of a Sanctioned Country;

(c) no Issuer or subsidiary thereof derives a material portion of its profits or revenues from business involving Sanctioned Countries,

(d) if any debt issuance is to be rated under this Application,

(i) no such debt will be issued by, on behalf of, or for the intended benefit of any person that is subject to debt or equity-related sanctions imposed by the U.S., UK or EU, including but not limited to the U.S. Sectoral Sanctions Identifications List, Directives 1, 2 and/or 3, U.S. sanctions imposed on Venezuela, and any EU or UK Investment Ban Target ("Debt/Equity Sanctions") or Asset Freeze Sanctions (collectively hereinafter "Sanctions") whether subject thereto by publication on a sanctions list or ownership by listed person(s); and

(ii) upon due and reasonable diligence, you have no reason to believe that the proceeds from such issuance have been or are intended to be used (A) for any unlawful purpose or (B) to fund, directly or indirectly, or facilitate the activities of any person that is subject to Sanctions or any transaction involving a Sanctioned Country; and

(e) if any secured issuance is to be rated under this Application, upon due and reasonable diligence, you have no reason to believe that any person that is subject to Sanctions was the originator of or currently has any interest in any asset that forms all or part of the collateral underlying any such issuance, and no such asset originated from or relates to commerce involving or benefiting any Sanctioned Country or persons meeting the criteria in (b)(i) or (b)(ii).

You agree to promptly notify Moody's if you learn that any of the aforementioned representations is no longer accurate. If we determine that we are prohibited under any applicable law or regulation from providing services under this Application, we may cease work and will not be obliged to produce any work product or other information developed by Moody's and/or its agents (collectively the "Moody's Group") in connection with such services.

- 5 **Shareholding Warranty** You represent and warrant that the "Significant Shareholder(s)" listed below is/are not, directly or indirectly: (a) a holder of 10% or more of either the capital or the voting rights, or (b) a member of the administrative or supervisory board, in either of (i) you; (ii) any Issuer; or (iii) any entity that directly or indirectly controls you or any Issuer. If you are not in a position to make this representation and warranty, please contact your Relationship Manager.

For the purposes of this provision "Significant Shareholder(s)" means Berkshire Hathaway, Inc.

- 6 **Use of Rating for Intended Purpose Only** You will only use the requested rating for its intended purpose and will not, for example, represent an issuer rating as a securities rating.

C MOODY'S RESERVATION OF RIGHTS AND DISCLAIMERS

- 1 **Rating Actions.** Moody's rating(s) or any corresponding outlook, if assigned, are subject to revision, suspension or withdrawal, or may be placed on review by us at any time, without notice, in our sole discretion. Notwithstanding anything to the contrary contained in this Application, Moody's reserves the right

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to publish any rating with respect to you or any of your securities at any time without consent from you, or any other party, whether or not this Application is in effect. We are an independent rating agency and may determine, apply and amend our methodologies in our sole discretion from time to time. Moody's will not be obliged to opine whether certain specified events or amendments to the Transaction's structure or documentation will result in a change in, or withdrawal of, any related rating(s) (such opinion, in whatever form, along with any information or feedback relating to it, a "**RAC**") Moody's may, in its sole discretion, determine not to issue a rating or take any other rating action under this Application for any reason, including if the information requested in the Authorization Form with respect to the payor is not provided in a timely manner. You will ensure that Moody's is provided with prompt written notice of any change in the payor information set forth in the Authorization Form or otherwise provided by you to Moody's, including, without limitation, any such change made on or after the closing of the Issue. This notice will be sent to PayorUpdate@moodys.com (or any other e-mail address as Moody's instructs you hereafter).

2. **Disclaimer of Advice.** We are not: (a) providing any financial, legal, tax, advisory, consultative or business services, or (b) advising on structuring, drafting or negotiating transaction documentation. You and the Issuer should each take independent legal, tax, financial and other advice when structuring, negotiating and documenting transactions. You agree that neither a rating nor any discussions with Moody's analysts constitutes advice on business operations.
3. **Disclaimer of Warranties.** ALL INFORMATION, INCLUDING RATINGS AND OTHER COMMUNICATIONS PROVIDED BY MOODY'S RELATING TO YOU THIS APPLICATION, THE ISSUE OR THE TRANSACTION IS PROVIDED "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. IN PARTICULAR, NEITHER MOODY'S NOR ITS AGENTS MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SUCH INFORMATION OR COMMUNICATION.
4. **Limitation of Liability.** Notwithstanding anything to the contrary contained in this Application, to the extent permitted by applicable law:
 - (a) no one in the Moody's Group will be liable in contract, tort (including negligence), statutory duty or otherwise to anyone (including you and the Issuer) for any loss, liability, claim, injury or cost, whether direct or indirect and however caused (including by any contingency within or beyond the control of anyone in the Moody's Group), arising from or in connection with this Application, the Transaction or Moody's services including:
 - (i) the procuring, compilation, analysis, interpretation, communication, dissemination, or delivery of any information or rating;
 - (ii) the withdrawal of any rating and any associated disclosure,
 - (iii) the inability to issue or monitor a rating due to legislative, judicial or administrative decisions,
 - (iv) any change in Moody's methodologies,
 - (v) any unauthorized publication, unauthorized use or any misuse of the rating by you; or
 - (vi) reliance by you on the rating or other communication provided by Moody's, and
 - (b) in any event, the aggregate liability of the Moody's Group for any reason whatsoever related to this Application, the Transaction or our services will not be more than the greater of: (i) the total amount paid by either you and/or the Issuer for the relevant rating(s) during the 12 months prior to the breach, or (ii) US \$50 000 (or the equivalent amount in this Application's billing currency),

provided that nothing in this Application attempts to limit or exclude Moody's liability for fraud, willful misconduct or any other type of liability that under applicable law cannot be limited or excluded.

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D MOODY'S POLICIES

- 1 **Offering Documents.** Regardless of any past communications or dealings between you and Moody's, we do not consent to or authorize any disclosure of, reference to (including by hyperlink), or other use in any registration statement, offering circular or prospectus (each an "**Offering Document**") of any Moody's rating(s), report(s), other disclosures or any information relating to Moody's preparation of such rating(s), report(s) or disclosures. The preceding sentence does not prohibit the disclosure of, reference to, or other use of, any Moody's rating(s) in an Offering Document except in circumstances where such disclosure, reference or use would require a consent or authorization from Moody's to be given and/or filed under any applicable laws, regulations, directives or rules (including, if applicable, the U.S. securities laws or the rules of any securities market or securities exchange). Moody's has not consented to and will not consent to being named as an "expert" or any similar designation under any applicable securities laws, including, without limitation, Section 7 of the Securities Act of 1933.
2. **Web Posting.** If we publish research or press releases regarding you or your Issue(s), either you or the Issuer may link to or post such research or press releases as described in Appendix A.
- 3 **Moody's Privacy Policy** For information on how we process and protect personal data, please see our Privacy Policy available at moodys.com

E. CONFIDENTIALITY PROVISIONS

- 1 **Applicant Confidentiality** You agree to keep the provisions of this Application confidential and not to disclose such provisions to any person or entity except: (i) to your group companies, officers, directors, employees and agents, and (ii) as required by applicable law, or at the request of any governmental authority having jurisdiction. You will be responsible for any failure by any of your group companies, officers, directors, employees, or agents to comply with these confidentiality restrictions.

F MISCELLANEOUS

- 1 **Entire Agreement.** This Application represents the whole and only agreement between the parties in relation to its subject matter. When entering into this Application, you did not rely upon any pre-contractual statement or previous agreement which is not repeated in this Application. To the extent permitted by law, no other terms, conditions, representations and warranties that would otherwise be implied (by law or otherwise) are part of this Application. Nothing in this Application attempts to limit or exclude liability for fraudulent misrepresentation.
2. **Assignment.** We may assign this Application to any other Moody's group company without either your consent.
- 3 **Agents.** We may use, and disclose any information provided to Moody's to, third party contractors or agents bound by confidentiality obligations in connection with Moody's business and research activities.
- 4 **Governing Law and Jurisdiction.** All of your contractual or non-contractual duties, obligations and liabilities arising from or in connection with the Application shall be governed by and construed in accordance with the laws of the State of California and subject to the exclusive jurisdiction of the courts of the State of California. All contractual or non-contractual duties, obligations and liabilities of Moody's arising from or in connection with the Application shall be governed by and construed in accordance with the laws of the State of New York and subject to the exclusive jurisdiction of the courts of the State of New York. To the extent permitted by law, you hereby waive whatever defense you may have of sovereign immunity whether in respect of jurisdiction or enforcement for yourself or for your property.
- 5 **No Third Party Beneficiaries.** This Application is solely for the benefit of you and Moody's. Everyone comprising Moody's is entitled to the benefit of all protective provisions in this Application. Nothing in this Application will give any other person any legal or equitable right, remedy or claim, except a successor or

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permitted assignee pursuant to the "Assignment" provision above. This Application may be terminated or amended in accordance with its provisions without the consent of any third party.

- 6 **Counterparts/Execution/Website Terms** You agree that this Application, and any amendment or waiver of any of the terms hereof, may be executed by electronic means (including, without limitation, by electronic signature, which shall be deemed binding, valid and enforceable) and together shall constitute a single instrument, and you further agree that facsimile, digitally scanned or other electronically transmitted or electronic copies of signatures shall be valid and binding as originals; provided that no amendment or waiver of this Application will be effective unless executed by an authorized representative of the Global Commercial Group of Moody's. Notwithstanding the foregoing, no one in the Moody's Group will be bound by or subject to any terms or conditions of use ("**Website Terms**") for access to any website containing information with respect to you, the Issuer, any Issue or Transaction, even if any such person clicks-through or has clicked-through to such Website Terms by electronic means at any time before, on or after the date of this Application.
- 7 **Severability** The provisions of this Application are severable. If any such provision or part of any such provision shall to any extent be determined to be void or unenforceable, then the validity and enforceability of the remainder will not be affected. Furthermore, any void or unenforceable provision will be replaced with a valid and enforceable provision that preserves, to the fullest extent possible, the same economic, business and other purposes as such void or unenforceable provision.
- 8 **Termination** You may terminate this Application by giving us at least 60 calendar days' written notice. If your notice period expires on a day that is not a business day, the Application will terminate on the next business day. Any fees already paid will be non-refundable. You will remain responsible to pay any fees that become due at any point prior to the termination date. Moody's may terminate this Application at any time in its sole discretion. Except as may otherwise be expressly set out in this Application, all terms and conditions of this Application shall survive any termination of this Application.
- 9 **Instructions** Please fill out the Authorization Form below and any relevant product request boxes attached, and return the Application to your contact in our Commercial Group. PLEASE ONLY REPLY TO YOUR ACCOUNT MANAGER AT MOODY'S.
10. **NYC Sales Tax.** The New York State Department of Finance has notified Moody's that effective September 1, 2015, New York City sales tax must be charged on all invoices for credit rating services delivered in New York City. The invoice address will determine whether the credit rating service has been delivered in New York City. Please note that New York State sales tax will not apply to these services; only the local New York City tax. Accordingly, on September 1, 2015, Moody's will begin to include New York City sales tax on invoices sent to addresses within the City of New York for credit rating services.

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AUTHORIZATION FORM

By completing the below, you, both in your own capacity and on behalf of the Issuer (if you are not the Issuer), agree with the terms and conditions of this Application and apply for the rating service(s) requested below. Please return this Authorization Form to your contact in Moody's Commercial Group.

Thank you again for selecting Moody's.

1 Transaction Information

Issuing Authority Name	
Borrowing Entity's Name	
Bond Name	
Proposed Date of Sale	
Currency	USD
Expected Amount of Issue	
Applicant:	

2. Contact Information**A. Billing Contact**

Full Company Name	San Bernardino County Transportation Authority		
Mailing Address.	1170 W. 3rd Street, 2nd Floor		
City	San Bernardino	State/Province	CA
Country	USA	Postal Code.	92410

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Transactional Role (if any)	
Contact's Name.	Hilda Flores
Contact's Title.	Chief Financial Office
Contact's Department:	Finance
Contact's Telephone Number	909.884.8276 Fax Number
Contact's E-mail:	hflores@gosbcta.com
<input checked="" type="checkbox"/> Send only the initial invoice to this contact <input type="checkbox"/> Send all invoices to this contact <input type="checkbox"/> Send only annual (subsequent, monitoring, etc.) invoices to this contact	

B. Payor Contact

☒ Payor is the same as Billing Contact

☐ Payor is not the Billing Contact, but is the Special Purpose Vehicle (SPV), Issuer, or Obligor that is expected to be rated, or whose debt is expected to be rated

Payor Legal Entity Name _____

☐ Payor is other than the Billing Contact, or the SPV, Issuer, or Obligor noted above Complete below

Full Company Name	
Mailing Address.	
City	State/Province
Country	Postal Code.
Transactional Role (if any)	
Contact's Name.	
Contact's Title.	

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Contact's Department:	
Contact's Telephone Number	Fax Number
Contact's E-mail:	
<input type="checkbox"/> Send no invoices to this contact <input type="checkbox"/> Send only the initial invoice to this contact <input type="checkbox"/> Send all invoices to this contact <input type="checkbox"/> Send only annual (subsequent, monitoring, etc.) invoices to this contact	

C RELATIONSHIP OF PAYOR TO ISSUER/ISSUE TO BE RATED

Rule 17-g7(a)(1)(ii)(J)(1) under the Securities Exchange Act of 1934 requires Moody's to disclose the following information regarding the person or entity paying Moody's to determine the credit rating (the Payor)

Select the statement below that best describes the relationship of the Payor to the issuer/issue to be rated:

EITHER.

(X) the Payor is the obligor being rated or the issuer, underwriter, depositor, or sponsor of the security or money market instrument being rated:

OR

() the Payor is not the obligor being rated or the issuer, underwriter, depositor or sponsor of the security or money market instrument being rated.

D Signatory Contact

Full Company Name	San Bernardino County Transportation Authority		
Mailing Address.	1170 W. 3rd Street		
City	San Bernardino	State/Province	CA
Country	USA	Postal Code	92410
Transactional Role (if any)			
Contact's Name.	Raymond W. Wolfe		

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Contact's Title	Executive Director
Contact's Department:	
Contact's Telephone Number:	Fax Number:
Contact's E-mail:	
<input checked="" type="checkbox"/> Send no invoices to this contact <input type="checkbox"/> Send only the initial invoice to this contact <input type="checkbox"/> Send all invoices to this contact <input type="checkbox"/> Send only annual (subsequent, monitoring, etc.) invoices to this contact	


3 Other Contacts (If applicable)

4 Additional Information (If applicable)

5 Signature Information

On Behalf of Applicant:

Authorized By:


 Name. Raymond W. Wolfe
 Title. Executive Director
 Date. 9/5/19

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Moody's Code of Professional Conduct states that Moody's employees who approve or participate in determining or monitoring credit ratings, or who are involved in the development or approval of models or methodologies used in providing rating services, will not participate in discussions regarding fees or payments with any rated entity. Therefore, please do not return this rating application or Fee Schedule to any member of the analytic team involved in the rating process (including managers), or include the analytic team (including managers) in any fee-related correspondence. Moody's maintains a separate, dedicated group not involved in the rating process for handling applications, fee schedules and fee and payment discussions. If you have any questions regarding this Application or Fee Schedule, please contact the Moody's Relationship Management Team.

1 Initial/Annual Fee per Series of Bonds

When one issuer or borrower contemplates two or more issues, each having its own letter of credit from the same bank, there will be one initial and one non-refundable annual fee based on the aggregate principal amount of all the series.

Variable Rate / Fixed Rate Deals

Issue Size	Standard Fee
< US\$ 25M	\$21,000
≥ US\$ 25M & < US\$ 50M	\$26,000
≥ US\$ 50M & < US\$ 100M	\$37,000
≥ US\$ 100M & < US\$ 200M	\$74,000
≥ US\$ 200M & < US\$ 500M	\$116,000
≥ US\$ 500M & < US\$ 750M	\$137,000
≥ US\$ 750M & < US\$ 1B	\$158,000
≥ US\$ 1B	Case by Case

Annual Fees for Fixed Rate Deals

A non-refundable short-term annual fee will be calculated at 30 basis points of the principal amount of the new issue with a minimum fee of \$2,250 and a maximum fee of \$7,700. Annual Fees are non-refundable.

2. LOC Backed Municipal CP Rating

	Program Size	
	Less than \$100M	\$100M or greater
Initial Fee	\$17,000	\$20,000
Annual Fee	Less than \$100M	\$100M or greater
First Program	\$17,000	\$20,000
Each Additional Program	\$12,000	\$14,000

Annual Fees are non-refundable

3. Rapid Turnaround

A minimum fee of \$3,000 may be charged at Moody's sole discretion if there is a request for expedient delivery of a rating.

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4. Complex Financings – N/A

5. Termination of Rating Process

Applicable when substantial analytical research is provided, but the rating process is terminated. The fee is 75% of what the fee would have been if the rating process had not been terminated. This fee is payable at the time of the termination of the rating process. However, if the issue is reactivated and a rating is assigned within six months of the termination of the rating process, this fee will be credited against the applicable rating fee. Any excess over the actual charges for the definitive rating is non-refundable.

6. Provisional Ratings

The standard fees outlined above are applicable at the time the provisional rating is assigned. If the issuance amount is different at the time of the rating confirmation, the fee will be adjusted.

7. Amendments to Existing Transactions and/or RAC

A fee will be charged for certain changes or amendments to existing transactions.

Examples of such changes or amendments and their related fees include, but are not limited to the following:

FEE	AMENDMENTS
US\$2,000	Applies to extension of credit or liquidity enhancement.
US\$3,750 minimum	Applies to RAC
US\$8,000	Applies to substitution of credit or liquidity enhancement. When there are multiple deals with identical documents, the fee for the first deal is \$8,000 and each additional deal is \$4,000
100% of new issuance fee	Applies to restructuring of security and complex substitutions, i.e. when the replacement credit or liquidity enhancement is a different type of enhancement vehicle

8. Bank Bonds

A \$7,500 fee will be charged for Bank Bond Ratings assigned in conjunction with the rating of the initial bonds.

9. Private Placements

The same rates apply as indicated above for private placement issues.

10. If an entity providing support (such as a bank) has no deposit or other debt rating from Moody's, then that entity must file an Application for a Moody's Rating and undergo a separate rating appraisal process, for a separate fee.

11. Additional Fee for 3rd Party Service Providers/Out-of-Pocket Expenses

Moody's may: (i) request reimbursement of reasonable travel and related expenses, and (ii) in some instances, charge an additional fee for services/opinions provided by a third party in connection with the ratings process. In either of these circumstances, Moody's will seek confirmation from the applicant in advance. Any such fees will be payable upon receipt of an invoice from Moody's.

12. See **Family Schedule** (attached) for reduced fees on related issues.

13. Taxes

All fees and all relevant caps are exclusive of VAT, GST, HST, Business Tax, Excise Tax, Consumption or other similar sales or use taxes, levies and charges of any kind whatsoever. In the event that Moody's is required by law to invoice for any such tax, levy or charge (an "Invoiced Tax") with respect to Moody's services hereunder, the applicant shall pay Moody's the amount of such Invoiced Tax upon invoice in addition to the invoiced fees. In the event that the fees are consideration for a supply which is subject to any such form of taxation or equivalent, the relevant fees shall be increased to compensate Moody's for any such taxation it is liable to pay or otherwise account for to any tax authority to the extent permissible under relevant law, but the

MOODY'S RATING APPLICATION AND FEE SCHEDULE FOR DEBT SUPPORTED BY LETTERS OF CREDIT
Doc ID: 00063650 0 FS_2019.04 US PPIF MSPG Debt Supported by LOC USD

This Fee Schedule sets out Moody's fees for the period 1/1/2019 to 12/31/2019. Moody's reserves the right to revise this Fee Schedule from time to time. If Moody's does not revise this Fee Schedule, the current Fee Schedule will also apply in subsequent periods. For questions please contact **Edgardo A Venturanza Jr.** at +1 (212) 553-1696 or edgardo.venturanza@moodys.com

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amount of any such increase for taxes will not count towards any of the relevant caps. Where the applicant is responsible for accounting for and paying any VAT, GST, HST, Business Tax, Excise Tax, Consumption or other similar sales or use taxes, levies and charges of any kind locally, the fees payable to Moody's will not be affected, being exclusive of such taxes, and the applicant shall pay any such taxes directly to the relevant authority.

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Attachment: 20-1002281 (7963 : Rating Services Sole Source Agreements)

MOODY'S RATING APPLICATION AND FEE SCHEDULE FOR DEBT SUPPORTED BY LETTERS OF CREDIT
Doc ID: 00063850 0 FS_2019.04 US PPIF MSPG Debt Supported by LOC USD

This Fee Schedule sets out Moody's fees for the period 1/1/2019 to 12/31/2019. Moody's reserves the right to revise this Fee Schedule from time to time. If Moody's does not revise this Fee Schedule, the current Fee Schedule will also apply in subsequent periods. For questions please contact **Edgardo A Venturanza Jr.** at +1 (2 2) 553-1696 or edgardo.venturanza@moody.com

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FAMILY SCHEDULE

ATTACHMENT TO MOODY'S RATING APPLICATION FOR INDUSTRIAL REVENUE BONDS SUPPORTED BY LETTERS OF CREDIT

A reduced fee applies to multiple transactions when there is identical documentation and a common underlying borrower or issuer. When one issuer or borrower contemplates two or more issues, each having its own letter of credit from different banks, then, subject to the restrictions outlined below, the fee for additional transactions will be calculated at 70% of the new issue fee outlined on this fee schedule and applicable non-refundable annual fees.

TO QUALIFY FOR THE REDUCED FEE, AN ISSUER OR BORROWER MUST COMPLY WITH THE FOLLOWING RESTRICTIONS

- (1) Moody's must be informed at the time of application as to how many issues will comprise the financing.
- (2) Each issue must be submitted to Moody's for rating on the same date of application. Moody's standard rating fees apply for issues submitted for rating on the same day.
- (3) The underlying borrower/company of the financing must be the same company or general partner for each issue.
- (4) Documents for each subsequent issue must be blacklined to those of the first issue submitted.

Attachment: 20-1002281 (7963 : Rating Services Sole Source Agreements)

MOODY'S RATING APPLICATION AND FEE SCHEDULE FOR DEBT SUPPORTED BY LETTERS OF CREDIT
Doc ID: 00063650 0 FS_2019.04 US PPIF MSPG Debt Supported by LOC JSD

This Fee Schedule sets out Moody's fees for the period 1/1/2019 to 12/31/2019. Moody's reserves the right to revise this Fee Schedule from time to time. If Moody's does not revise this Fee Schedule, the current Fee Schedule will also apply in subsequent periods. For questions please contact **Edgardo A Venturanza Jr** at +1 (212) 553-1696 or edgardo.venturanza@moody.com

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APPENDIX A

Website Posting Rights

Subject to the restrictions in this Appendix, Moody's grants you a royalty-free, non-sublicensable (except as described below), revocable license to post our Research on your website (this "License"). No special permission is required to link to Moody's materials on www.moody's.com

As used in this Appendix, the term "Research" means written research and press release(s) that we publish as a direct result of this Application regarding the issuer(s) or other entity ("Rated Entity"), issuance(s) or transaction(s) to which this Application relates, provided, however that, for purposes of this License, the term Research does not include any pre-sale reports (e.g., our reports prior to initial sale of the relevant security or other applicable transactional closing), non-public, or unmonitored ratings.

Any such post of our Research may appear only on the website of the Rated Entity. You may only post the most recent Research, in the exact form and format we provide, without any alterations or editing whatsoever (including all disclaimers, logos, and proprietary rights notices included in the Research). You must delete any outdated Research and replace it with the updated Research promptly after Moody's publication of updated Research. You must use Moody's corporate name in plain text font to indicate posting of our Research, and you may not display Moody's logo. All of our Research, as well as the trademarks and logos contained in it, remain our intellectual property. Research may only be displayed on the investor relations section of the Rated Entity's website (or an analogous area where general corporate information is displayed) and may not be posted on any other section of the Rated Entity's website.

You may not use our Research for the purpose of marketing, promotion or advertising. Research may not be posted, linked to, displayed, or otherwise used in connection with a prospectus, "road show" deck, or any other document related to the offering of securities.

You agree and acknowledge that you are solely responsible for compliance with all laws, rules, and regulations including but not limited to applicable securities laws, in connection with the posting of or linking to our Research. To the extent permitted by law, you further agree to indemnify and hold Moody's harmless against any and all losses, claims, damages, costs or injury (including without limitation attorneys' fees) of whatever nature (whether foreseeable or not) and however caused, in whole or in part caused by, resulting from or relating to, any posting or linking to our Research under this Appendix A.

A Rated Entity may not sublicense the rights granted under this License to anyone. However if you are not a Rated Entity then you may sublicense the rights granted under this License only to a Rated Entity provided that in the event of any such sublicense you agree that you will require the Rated Entity to comply with all terms, conditions, restrictions and covenants contained in this Appendix A and you shall be responsible for any failure by the Rated Entity to so comply.

This License shall terminate as of the date that this Application terminates or upon advance written notice from Moody's at any time. Upon termination, all posting of our Research by you or any Rated Entity must cease immediately.

All rights not expressly granted in this License are reserved.

MOODY'S RATING APPLICATION AND FEE SCHEDULE FOR DEBT SUPPORTED BY LETTERS OF CREDIT
Doc ID: 00063650 0 FS_2019.04 US PPIF MSPG Debt Supported by LOC USD

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General Contract Information

Contract No: 20-1002295 Amendment No.: 1Contract Class: Payable Department: FinanceVendor No.: 02860 Vendor Name: Standard & Poors GlobalDescription: Rating Services

List Any Related Contract Nos.: _____

List Any Accounts Payable Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	44,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	22,000.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	66,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	66,000.00

Contract Authorization

Board of Directors _____ Date: 11/3/2021 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____	Sole Source? <u>Yes</u>	No Budget Adjustment _____
Federal/Local _____	Professional Services (Non-A&E) _____	N/A _____

Accounts Payable

Estimated Start Date:		9/12/2019		Expiration Date:		12/31/2039		Revised Expiration Date:				
NHS:		N/A		QMP/QAP:		N/A		Prevailing Wage:		N/A		
								Total Contract Funding:		Total Contingency:		
	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	66,000.00	\$	-
GL:	6010	40	0860	0824	52005	48005007		BNSF Participating		12,218.00		-
GL:	4131	40	0860	0824	52005	41100000		MSI Arterial		582.00		-
GL:	6010	40	0860	0824	52005	42421011		City of San Bernardino		280.00		-
GL:	2080	40	0860	0824	52005	42106802		HBP		52,920.00		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-

Lisa Lazzar

Hilda Flores

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS S&P (7963 : Rating Services Sole Source Agreements)

S&P Global Ratings

Brooke Dietrich
brooke.dietrich@spglobal.com
Tel: + 1 (303) 721 4656
55 Water Street
New York, NY 10041-0003
Team Email:
USPFEngagementLtrs@spglobal.com
Issue No. 1583808
Obligor ID 23512

September 11, 2019

San Bernardino County Transportation Authority
1170 W 3rd Street, 2nd Floor
San Bernardino, CA 92410
Attention: Ms. Hilda Flores, Chief Financial Officer

Re: *US\$50,000,000 San Bernardino County Transportation Authority, California, Subordinate Sales Tax Revenue Commission Paper Notes (Limited Tax Notes), Series A, Public*
US\$50,000,000 San Bernardino County Transportation Authority, California, Subordinate Sales Tax Revenue Commission Paper Notes (Limited Tax Notes), Series B, Public

Thank you for your request for a S&P Global Ratings credit rating as described above. We agree to provide the credit rating in accordance with this letter and the rating letter, and you agree to perform your obligations set out in sections 1, 2 and 3 of this letter. Unless otherwise indicated, the term "issuer" in this letter means both the issuer and the obligor if the obligor is not the issuer.

We will make every effort to provide you with the high level of analytical performance and knowledgeable service for which we have become known worldwide. You will be contacted directly by your assigned analytic team.

1. Fees and Termination.

In consideration of our analytic review and issuance of the credit rating, you agree to pay us the following fees.

Rating Fee. You agree to pay us a credit rating fee of \$39,000 plus all applicable value-added, sale, use and similar taxes. S&P Global Ratings reserves the right to adjust the credit rating fee if the proposed par amount changes. Payment of the credit rating fee is not conditioned on S&P Global Ratings issuance of any particular credit rating.

Annual Surveillance Fee. A \$5,000 annual surveillance fee will be charged so long as we maintain the credit rating. The annual surveillance fee will commence twelve months after the initial credit rating date. S&P Global Ratings reserves the right to change the annual surveillance fee from time to time, and will provide written notice of any fee increases.

Other Fees and Expenses. You will reimburse S&P Global Ratings for reasonable travel and legal expenses. Should the credit rating not be issued, you agree to compensate us based on our time, effort, and charges incurred through the date upon which it is determined that the credit rating will not be issued.

Termination of Engagement. This engagement may be terminated by either party at any time upon written notice to the other party.

2. Private and Confidential Credit Ratings.

Unless you request otherwise, the credit rating provided under this Agreement will be a public credit rating.

If you request a confidential credit rating under this Agreement, you agree that the credit rating will be exclusively for your internal use, and not to disclose it to any third party other than your professional advisors who are bound by appropriate confidentiality obligations or as otherwise required by law or regulation or for regulatory purposes.

If you request a private credit rating under this Agreement, S&P Global Ratings will make such credit rating and related report available by email or through a password-protected website or third-party private document exchange to a limited number of third parties you identify, and you agree not to disclose such credit rating to any third party other than (A) to your professional advisors who are bound by appropriate confidentiality obligations, (B) as required by law or regulation or for regulatory purposes, or (C) for the purpose of preparing required periodic reports relating to the assets owned by a special purpose vehicle that has purchased the rated obligation, provided that the preparer(s) of the reports must agree to keep the information confidential and the private credit rating shall not be referred to or listed in the reports under the heading "credit rating," "rating" or "S&P rating", and shall be identified only as an "S&P Global Ratings implied rating" or similar term. If a third-party private document exchange is used, you agree to pay a one time administrative fee of \$10,000 in addition to the fees outlined in this Agreement. You also agree to maintain the list of third-parties authorized to access the private credit rating current and to notify S&P Global Ratings in writing of any changes to that list. S&P Global Ratings may make access to the private credit rating subject to certain terms and conditions, and disclose on its public website the fact that the rated entity or obligations (as applicable) has been assigned a private credit rating.

3. Information to be Provided by You.

To assign and maintain the credit rating pursuant to this letter, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the credit rating and the continued flow of material information as part of the surveillance process. You also understand that credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings opinion of the information received from issuers and their agents and advisors.

4. Other.

S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer, its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

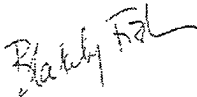
With respect to each rating that you have asked S&P Global Ratings (a "nationally recognized statistical rating organization") to rate under this Agreement, you understand that S&P Global Ratings is required under Rule 17g-7(a)(1)(ii)(J)(1) through (2) under the Securities Exchange Act of 1934 (hereafter "J1/J2"), to determine, ahead of publication of the rating, the entity paying for credit rating services, the role that entity undertakes, and whether the entity paying for credit rating services has also paid S&P Global Ratings for ancillary services during the most recently ended fiscal year. You acknowledge that the undersigned contracted party is the entity responsible for payment of credit rating services, and will, by default, be the legal entity S&P Global Ratings

uses for its J1/J2 disclosures, unless otherwise indicated by you. To the extent that you do not expect to pay the fees due under this Agreement directly, you undertake to notify S&P Global Ratings, in writing and in advance of any credit rating publication, of a) the full legal name, address and role of the entity that will be the recipient ("bill-to") of S&P Global Ratings invoices due under this Agreement and b) where different to the bill-to entity, the full legal name, address and role of the entity that will be the payer of invoices; you understand that we cannot use a paying agent or similar intermediary for the purpose of the disclosure. You understand, as contracting party, your role in enabling S&P Global Ratings to accurately present the disclosure of its credit ratings.

Please feel free to contact Brooke Dietrich at brooke.dietrich@spglobal.com if you have any questions or suggestions about our fee policies. In addition, please visit our web site at www.standardandpoors.com for our ratings definitions and criteria, research highlights, and related information. We appreciate your business and look forward to working with you.

Sincerely yours,
Blakely Fishlin

By



Name: Blakely D. Fishlin

Title: Director, Sr Lead, Product Management & Development
bd

cc:

Mr Jim Bemis, Principal
Montague DeRose and Associates, LLC

DRAFT

Attachment: 20-1002295 S&P (7963 : Rating Services Sole Source Agreements)

S&P Global Ratings - Data Protection Appendix to Terms and Conditions

1 **This Appendix:** This Data Protection Appendix ("Appendix") is incorporated into the Engagement Letter and S&P Global Ratings Terms and Conditions (together, the "Agreement") between S&P Global Ratings and you. In the event of conflict, this Appendix takes priority over the provisions of the Agreement but solely to the extent of the conflict.

2. **Definitions:** All words, terms or phrases, the meaning of which are defined in the Agreement, shall have the same meaning where used in this Appendix. In this Appendix, the following terms shall have the following meanings.

"controller", "processor", "data subject", "personal data" "processing", "process", "special categories of personal data" and "joint controller" shall have the meanings given in Applicable Data Protection Law; where these terms are not defined in the Applicable Data Protection Law, they shall have the meaning given to them in the GDPR,

"Analytical Data" means underlying personal data contained within the information which is provided to S&P Global Ratings for the purposes of the provision of the Services, such as the personal data of individuals who have financial products in place which are relevant to the issuing of a rating;

"Applicable Data Protection Law" shall mean, as applicable, the EU General Data Protection Regulation (Regulation 2016/679) (as may be amended, superseded or replaced) ("GDPR") and all other supplemental or implementing laws relating to data privacy in the relevant European Union member state, including where applicable the guidance and codes of practice issued by the relevant supervisory authority, and/or all applicable analogous privacy laws of other countries,

"Client Data" means personal data of data subjects, such as your employees, associates or partners, that is provided to S&P Global Ratings during the provision by S&P Global Ratings of the Services to you, such as name, job title, name of employer, office email address, office physical address, internet protocol address, office telephone number and language selection (and excludes special categories of personal data);

"Data" means Analytical Data and Client Data;

"Permitted Purpose" means processing:

(A) by employees, officers, consultants, agents and advisors of S&P Global Ratings or its affiliates of Data. (i) to provide ratings and other products and services (the "Services") to you, (ii) to communicate with you regarding the Services that may be of interest to you, (iii) as described in the S&P Global Ratings' Use of Information section of the Agreement and (iv) as otherwise permitted in the Agreement;

(B) of personal data by you to access and use the Services;

"Standard Contractual Clauses" means standard contractual clauses (adopted by European Commission Decision 2004/915/EC on 27 December 2004) for the transfer of personal data from controllers in the EU to controllers in jurisdictions outside the European Economic Area, a copy of the current version of which is accessible at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915> and which shall be deemed incorporated into this Appendix by reference solely for purposes of Clause 8 of this Appendix and within which you are the "Data Exporter" and S&P Global Ratings is the "Data Importer"

3 **Disclosure of data:** Each party will only disclose personal data to each other to process strictly for the Permitted Purpose.

4 **Relationship of the parties:** Except as may be specifically otherwise agreed, the parties acknowledge that you are a controller of the Data you disclose to S&P Global Ratings and that S&P Global Ratings will process the Data you disclose to S&P Global Ratings as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. Please see our Customer Privacy Policy (available at <https://www.spglobal.com/corporate-privacy-policy>) and Cookie Notice (available at <https://www.spglobal.com/corporate-privacy-policy/corporate-privacy-and-cookie-notice>) for further information regarding how personal data that you provide to S&P Global Ratings in connection with the Services will be used and maintained.

5 **Investigations.** Except where and to the extent prohibited by applicable law, each party ("Notifier") will

inform the other promptly, and in any event within three (3) business days of, any inquiry, communication, request or complaint relating to Notifier's processing of the personal data transferred to it under this Agreement by the other party which is received from (i) any governmental, regulatory or supervisory authority, (ii) any data subject or (iii) any other person or entity alleging unlawful or unauthorized processing.

6 Use and Restrictions on Use: Notwithstanding the information that you are entitled to use from the Services and distribute to third parties to the extent permitted by the Agreement, you shall not distribute or use any personal data to which you have had access when receiving the Services other than for the Permitted Purpose.

7 Security: The parties shall implement appropriate technical and organisational measures to protect the Data from. (i) accidental, unauthorized or unlawful destruction and (ii) loss, alteration, unauthorised disclosure of or access to the Data.

8. International Transfers of Data outside the EEA.

8.1 This Clause 8 and the Standard Contractual Clauses shall apply only with respect to Data transferred from the European Economic Area ("EEA") to S&P Global Ratings and its affiliates in a territory outside of the EEA, provided that such transfers shall comply with the Standard Contractual Clauses deemed to be incorporated into this Appendix.

8.2 S&P Global Ratings may process (or permit to be processed) any Data transferred from the EEA to S&P Global Ratings and its affiliates in a territory outside of the EEA, provided that such transfers shall comply with the Standard Contractual Clauses. In applying and interpreting the Standard Contractual Clauses, the parties agree that **Annex A** will apply and **Annex B** thereto shall be populated as follows.

(1) Data Subjects to whom the personal data relates.

(i) Persons who are employees, officers, contractors, agents or advisors of the Data Exporter and/or of companies affiliated with it who are engaged in the decision to enter into the Agreement and/or who enter into the Agreement with the Data Importer for the provision of the Data Importer's Services, and

(ii) persons in respect of whom the Data Exporter or its agents or advisors have provided personal data to the Data Importer to enable the Data Importer to provide the Services.

(2) Purposes for which the data transfer is made:

The Permitted Purpose.

(3) Categories of personal data transferred:

Client Data and Analytical Data.

(4) Categories of recipients to whom the personal data is transferred or disclosed.

Employees, officers, consultants, agents and advisors of the Data Importer or its affiliates and third parties, including public bodies, regulators and law enforcers, to the extent S&P Global Ratings is required to disclose Data by contract, regulation, litigation or law

(5) Sensitive data or categories of sensitive data to be transferred (special category personal data)

Not applicable.

(6) Contact Point for the Data Importer

RatingsGDPR@spglobal.com

8.3 The parties agree that the following optional clause to the Standard Contractual Clauses shall apply as between them

"(1) Each party shall perform its obligations under these clauses at its own cost."

9 Survival: This Appendix shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, S&P Global Ratings may continue to process the Data, provided that such processing complies with the requirements of this Appendix and Applicable Data Protection Law

Minute Action

AGENDA ITEM: 11

Date: *October 13, 2021*

Subject:

Grant Application Strategy for the 2022 Senate Bill 1 Competitive Programs and the 2022 Transit and Intercity Rail Capital Program

Recommendation:

Receive information on an initial grant application strategy for 2022 Senate Bill 1 Competitive Programs and the Transit and Intercity Rail Capital Program for San Bernardino County Transportation Authority projects.

Background:

Two of the most significant grant programs for transportation projects in the state of California, will be accepting applications in 2022. These include competitive grants for projects under the Senate Bill 1 (SB 1) Road Repair and Accountability Act and for the Transit and Intercity Rail Capital Program (TIRCP). Overviews of each of these programs are provided below, followed by a description of an initial grant application strategy.

Overview of SB 1 Programs

In 2017, the State Legislature passed and the Governor signed SB 1, also known as the Road Repair and Accountability Act, increasing transportation funding and instituting program reforms. Part of these reforms included several competitive grant programs:

- Solutions for Congested Corridors Program
- Trade Corridor Enhancement Program
- Local Partnership Program (this program also contains a formulaic portion that allows County Transportation Commissions with sales tax measures to receive additional funding)

The San Bernardino County Transportation Authority (SBCTA) has benefitted from all three of these programs in two prior grant cycles, 2018 and 2020. The California Transportation Commission (CTC) has begun a series of workshops to provide information to and receive input from stakeholders who have an interest in these three programs for the 2022 cycle. While grant applications for any of these programs will not be due until Summer/Fall of 2022, the California Department of Transportation (Caltrans) will be conducting an earlier review of potential applications to determine the projects for which they may wish to establish a Caltrans/County Commission partnership. Therefore, SBCTA staff has been thinking about the projects that could be deliverable within the timeframe specified in the grant program guidelines and for which a partnership with Caltrans could be mutually beneficial. A brief description of the relevant programs is provided below, followed by an initial assessment of the projects for which SBCTA may be in a position to submit.

- **Solutions for Congested Corridors Program (SCCP)** - The purpose of the SCCP is to provide funding to achieve a balanced set of transportation, environmental, and community access improvements to reduce congestion throughout the state. This statewide, competitive program makes \$250 million available annually for projects

Entity: San Bernardino County Transportation Authority

that implement specific transportation performance improvements and are part of a comprehensive corridor plan by providing more transportation choices while preserving the character of local communities and creating opportunities for neighborhood enhancement.

- **Trade Corridor Enhancement Program (TCEP)** - The TCEP provides an ongoing source of state funding dedicated to freight-related projects by establishing the new Trade Corridor Enhancement Account (TCEA). The TCEA will provide approximately \$400 million per year in state funding for projects which more efficiently enhance the movement of goods along corridors that have a high freight volume. Subsequent legislation (SB 103), combined the TCEP funds with existing federal freight funding.
- **Local Partnership Program (LPP)** - The LPP provides local and regional transportation agencies that have passed sales tax measures, developer fees, or other imposed transportation fees with an appropriation of \$200 million annually to fund road maintenance and rehabilitation, sound walls, and other transportation improvement projects. A portion of these funds are formulaic, while a portion is also competitive.

Overview of the Transit and Intercity Rail Capital Program

The TIRCP was created by SB 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015), to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. The TIRCP is managed by the California State Transportation Agency (CalSTA) and was created to achieve the following policy objectives:

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

SBCTA has previously received TIRCP grants for the development of a zero-emission multiple unit (ZEMU) trainset for deployment as part of the Redlands Passenger Rail Project, and for the zero-emission bus (ZEB) component of the West Valley Connector Bus Rapid Transit (WVC BRT) Project. In addition, the Southern California Regional Rail Authority (SCRRA) has received a commitment of TIRCP funding for capital improvements on the Metrolink system, and SBCTA benefits from this funding in its role as a Joint Powers Authority (JPA) member of the SCRRA. Los Angeles County Metropolitan Transportation Authority (LA Metro) has received a commitment of TIRCP funding for transit capital improvements that includes funding for a portion of the SBCTA share of costs to extend the Gold Line to Montclair. The TIRCP grant award schedule has not been specifically identified, but applications for the 2022 cycle will likely be due in early 2022, with award announcements in Summer 2022. Workshops on the TIRCP guidelines are being held in Fall 2021.

Possible Grant Application Strategy

Initial thoughts on a SB 1 and TIRCP grant application strategy for SBCTA are provided below. However, the grant strategy may evolve as more information is obtained on the CTC and CalSTA grant guidelines for the competitive programs for 2022. Currently, the CTC is considering whether to program SB 1 competitive funds over a 2-year, 3-year, or 4-year period. This means that for the TCEP, the grant pool could range from \$800 million with a 2-year programming period to \$1.6 billion for a 4-year period. In either case, the funds are substantial and can make a major difference in the transportation projects SBCTA is able to fund and build. The TIRCP funding levels are dependent on the level of GGRF auction proceeds.

These programs are highly competitive. Added to that, the state of California has enacted legislation and developed program policies that will directly affect how SBCTA should position projects for funding. An example of that is the Climate Action Plan for Transportation Infrastructure (CAPTI), adopted by CalSTA in July 2021.

The SBCTA Board of Directors (Board) has been provided with a prior presentation on the strategic direction incorporated into CAPTI and how it could influence some of SBCTA's projects. There are a number of legislative actions and Executive Orders related to transportation projects that have emphasized such things as the need to reduce vehicle miles traveled (SB 743), reduction in greenhouse gas (GHG) emissions, low-income housing, and disadvantaged communities. While CalSTA and Caltrans have indicated that CAPTI does not mean that there can be no more widening of highways, they are looking for agencies like SBCTA to emphasize alternative modes and multimodal solutions. In one of its core guiding principles, CAPTI states that agencies can do this by:

"Promoting projects that do not significantly increase passenger vehicle travel, particularly in congested urbanized settings where other mobility options can be provided and where projects are shown to induce significant auto travel. These projects should generally aim to reduce VMT and not induce significant VMT growth. When addressing congestion, consider alternatives to highway capacity expansion, such as providing multimodal options in the corridor, employing pricing strategies, and using technology to optimize operations."

Four projects are being proposed for consideration in the SBCTA SB 1 and TIRCP grant application strategy for 2022. All four would be candidates for SB 1 applications. Only the last two would be candidates for TIRCP:

- The Interstate 10 (I-10) Corridor Freight and Express Lanes Project (Contract 2)
- The US 395 Freight Mobility and Safety Project (Phase 2)
- Autonomous, Zero-Emission Transit Tunnel from Rancho Cucamonga Metrolink to Ontario International Airport (ONT)
- Metrolink Double-Track from Control Point (CP) Lilac to CP Rancho

While the specific grant application strategies for each project will be mapped out as the CTC and CalSTA guidelines are developed, the following generally describe the anticipated approach. Specific grant amount requests will be identified, by program, at a later date.

However, as noted in the program descriptions above, the SB 1 TCEP program has the largest allocation of funding. Given the major freight corridors that run through San Bernardino County, it is expected that significant requests will be made for TCEP funding. And even when highway projects are designed to be multimodal, such as the I-10 express/managed lanes, there should be a high priority placed on how the project will benefit freight. Each project will have elements that attempt to address CAPTI and other sustainability initiatives of the state.

1. The **Interstate 10 Corridor Freight and Express Lanes Project** is a collaborative effort by SBCTA and Caltrans to improve efficiency, operations, and safety by taking a “managed lane” approach to address a nationally-significant freight bottleneck and provide incentives for use of transit and shared rides that do not currently exist. The segment extends from Interstate 15 (I-15) in Ontario to Pepper Avenue in Colton, a distance of 11.1 miles. The proposal is a variation of the project proposed in the 2019 10-Year Delivery Plan, in that it proposes a single express lane in each direction instead of two, as recently approved for further development by the SBCTA Board. It will also construct two eastbound auxiliary lanes to improve truck operations and safety, one between the Cherry and Citrus interchanges and a second between the Sierra and Cedar interchanges. Currently, eastbound queues of trucks and other traffic regularly extend from these interchanges all the way back to the I-10/I-15 interchange in the PM peak period. The I-10/I-15 interchange is ranked the 10th most critical truck bottleneck in the United States by the American Transportation Research Institute. The express/managed lanes will open up a new opportunity to incentivize transit, shared-ride vehicles, and zero-emission vehicles, consistent with the intent of the state’s CAPTI.
2. The **US 395 Freight Mobility and Safety Project** would widen the facility from 2 lanes to 4 lanes, with a median, between I-15 and State Route (SR) 18, a distance of approximately 7 miles. It would be a collaborative effort by SBCTA and Caltrans to close a critical gap in US 395 in the Victor Valley. US 395 is designated as a “Priority Interregional Highway” in the Caltrans 2021 Interregional Transportation Strategic Plan (ITSP) – the same designation as I-15 and SR 58. US 395 is widely recognized as a critical linkage for goods movement, supporting the economies of multiple inland counties and an important agricultural route to/from the Central Valley. With 30,000 vehicles per day, including approximately 17% trucks, this segment is the highest priority project for jurisdictions in the Victor Valley, and has been supported by Kern, Inyo, and Mono Counties as well. The first 4-lane segment between SR 18 and Chamberlaine Way was completed in 2020.
3. **Autonomous, Zero-Emission Transit Tunnel from Rancho Cucamonga Metrolink to Ontario International Airport** – SBCTA is in the process of procuring an Infrastructure Developer that will design, build, and operate a new tunnel connection between the Rancho Cucamonga Metrolink station and Terminals 2 and 4 at ONT. Passengers, workers, and visitors to ONT will be transported in zero-emission autonomous vehicles on an “on-demand” basis”. In other words, the service is not scheduled, but is designed to pick up ONT-bound passengers when they arrive at the Metrolink station and take them back to the station from ONT terminals when they are ready to depart ONT. The tunnel will be a “closed system,” in that only the

authorized vehicles are able to travel in the tunnel, and they will not run autonomously in mixed traffic. The connection to the Metrolink San Bernardino Line is critical because it allows airport passengers to access ONT from the busiest Metrolink line on the regional rail system. A quick, reliable trip from the regional transit system is important for ONT to capture a larger share of the air travel market over time.

4. **Metrolink Double-Track from Control Point (CP) Lilac to CP Rancho** – The project entails construction of approximately three miles of second mainline track along the Metrolink San Bernardino Line from CP Lilac to CP Rancho. It includes ten at-grade crossings, quiet-zone-ready safety enhancements, and the addition of a second platform and underpass at the Rialto Metrolink station. Once constructed, this project will provide for increased service reliability, support future expansion of service, and make it more feasible to run peak hour express service as stipulated by the Metrolink Strategic Plan. Preliminary engineering and California Environmental Quality Act clearance is complete. While not funded as part of the initial wave of the Metrolink Southern California Optimized Rail Expansion (SCORE) Program, Metrolink has identified a substantial portion of this segment as a priority in the multi-year SCORE Program.

As indicated earlier, the CTC and CalSTA are in the process of developing program guidelines, and the strategy could be affected by how those guidelines take shape. In addition, Caltrans is expected to begin their screening process to determine the projects on which they would want to partner. Project delivery schedules are also key to ensuring that projects will be eligible, and the CTC guidelines related to project delivery remain in flux. However, SBCTA staff wanted to provide an indication of the projects likely to be submitted.

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.

Responsible Staff:

Steve Smith, Director of Planning

Approved
General Policy Committee
Date: October 13, 2021

Witnessed By:

Minute Action

AGENDA ITEM: 12

Date: *October 13, 2021*

Subject:

2021 Transportation Development Act - Article 3 Bicycle and Pedestrian Project Awards

Recommendation:

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

Award Transportation Development Act Article 3 funds for Bicycle and Pedestrian Facilities projects in the amount of \$3,119,595 as identified in Attachment A to this item.

Background:

On June 2, 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) authorized the release of the Transportation Development Act (TDA) Article 3 Call for Projects for Bicycle and Pedestrian Improvement Projects. Local jurisdictions were notified of this opportunity through SBCTA's website and the Transportation Technical Advisory Committee (TTAC) email list. The amount of TDA Article 3 funds anticipated to be available for award was \$3,119,595, with up to 10% available for maintenance of existing bicycle and pedestrian facilities and a minimum of 50% of the balance for smaller projects under \$250,000. The closing date for the Call for Projects was August 4, 2021.

Bicycle and Pedestrian Facilities Applications

In total, eighteen (18) Bicycle and Pedestrian Facilities project applications from thirteen (13) jurisdictions were submitted for a total funding request of \$6,101,336.50. An evaluation panel comprised of representatives from SBCTA, the Inland Empire Biking Alliance (IEBA), Western Riverside Council of Governments (WRCOG) and Riverside County Transportation Commission (RCTC) scored the projects using the following evaluation criteria.

Project Evaluation Criteria:

Evaluation Criteria	Possible Score
Overall Quality of Application – Overall quality of the application submitted for a project considering clarity of project description, project purpose and need, and satisfactorily addressing evaluation criteria.	15
Project Purpose and Need – Describe the purpose and need of the project including the extent of the potential use of the facility. Provide socioeconomic data, historic or current bicycle or pedestrian count volumes, Average Daily Traffic / trip generation information or other data to support the forecasted use and/or need for the project. The relation of the proposed project to the regional and local active transportation network. The level of connectivity the proposed project offers to intermodal opportunities. The extent to which the proposed project will improve safety for the non-motorized public. Consideration will be given to the number of accidents in a project area and severity of accidents in an area.	40
Cost Effectiveness – Project cost compared to the benefits the project is expected to yield.	15

Entity: San Bernardino County Transportation Authority

Timeliness of Prior Project Completion – Ability to demonstrate project completion in a timely manner.	5
Local Matching Funds – Proposed projects will receive the following points based upon the extent of local match provided: 5 points for 15-24%; 10 points for 25-34%; 15 points for 35-49%; 20 points for 50%-74%, and 25 points for 75% or greater.	25
Total Possible Score	100

Attachment A provides the Bicycle/Pedestrian Facilities scoring results. Based on evaluation results, ten (10) projects are recommended for full funding and two (2) projects are recommended for partial funding. These projects are sponsored by Rancho Cucamonga, Montclair, Apple Valley, Fontana, Victorville, Chino Hills, Colton, Rialto and the County of San Bernardino.

Five jurisdictions submitted applications totaling \$1,039,205 under the maintenance of existing facilities 10%, or \$311,959, set-aside. Rancho Cucamonga's Cucamonga Creek Channel Maintenance project was the highest ranked project in this category. Based on available funding, it is the only maintenance project recommended for full funding. The remaining funds are recommended to partially fund the runner up project, Montclair's Pacific Electric Trail Bridge Replacement.

All seven (7) applications submitted in the small projects under \$250,000 category have been recommended for funding since the total sum of \$1,348,797, came in under the 50%, or \$1,403,817.75, set-aside. The balance was carried over to the large projects above \$250,000 category. This provided adequate funding to fully award the top two large projects, one in Apple Valley and one in Rialto. Partial funding is recommended for Rialto's second application, with the third highest large project score.

In the case of both partial funding awards, SBCTA discussed the matter with jurisdiction staff and both jurisdictions have agreed to accept the partial funding and increase their local share to complete the projects as proposed.

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. The result of the award has been emailed to the Transportation Technical Advisory Committee in parallel with the release of the General Policy Committee agenda.

Responsible Staff:

Ginger Koblasz, Senior Planner

Approved
 General Policy Committee
 Date: October 13, 2021

Witnessed By:

Attachment A
2021 TDA Article 3 Bicycle & Pedestrian Improvement Awards
Total Awards: \$3,119,959.00

Maintenance Projects (10% of Total Available Funds)					Available Funds		\$311,959.50
Ranking	Agency	Project Title	Project Total	Local Match	TDA Article 3		
					Application Amount	Running Total	Total Award
1	Rancho Cucamonga	Cucamonga Creek Channel Maintenance	\$129,869.00	\$45,454.00	\$84,415.00	\$84,415.00	\$84,415.00
2	Montclair	PE Bridge Replacement	\$486,000.00	\$74,960.00	\$411,040.00	\$495,455.00	\$227,544.50
3	County of San Bernardino - Parks	Santa Ana River Trail Slurry Seal	\$360,000.00	\$180,000.00	\$180,000.00	\$675,455.00	\$0.00
4	Redlands	Sidewalk Maintenance	\$200,000.00	\$20,000.00	\$180,000.00	\$855,455.00	\$0.00
5	Loma Linda	Sidewalk and ADA Ramp Retrofit	\$245,000.00	\$61,250.00	\$183,750.00	\$1,039,205.00	\$0.00
Subtotal							\$311,959.50

New Projects Under \$250,000 (50% of Remaining Funds)					Available Funds		\$1,403,817.75
Ranking	Agency	Project Title	Project Total	Local Match	TDA Article 3		
					Application Amount	Running Total	Total Award
1	Apple Valley	Bear Valley Rd Bridge Connector	\$464,600.00	\$232,300.00	\$232,300.00	\$232,300.00	\$232,300.00
2	Fontana	Kathy Binks Elementary (SRTS)	\$382,307.00	\$222,307.00	\$160,000.00	\$392,300.00	\$160,000.00
4	Victorville	Old Town Sidewalk Connectivity	\$499,280.00	\$249,640.00	\$249,640.00	\$641,940.00	\$249,640.00
5	County of San Bernardino - DWP	Bloomington Area Schools Project	\$171,000.00	\$85,500.00	\$85,500.00	\$727,440.00	\$85,500.00
8	Chino Hills	Sierra Vista & Del Norte Sidewalks	\$263,023.00	\$92,058.00	\$170,965.00	\$898,405.00	\$170,965.00
9	Rancho Cucamonga	Haven Sidewalk Improvement	\$349,526.00	\$122,334.00	\$227,192.00	\$1,125,597.00	\$227,192.00
13	Colton	Washington St. Class II	\$248,000.00	\$24,800.00	\$223,200.00	\$1,348,797.00	\$223,200.00
Subtotal							\$1,348,797.00
Unspent							(\$55,020.75)

New Projects Over \$250,000 (Remainder Including Unspent Funds from Above)					Available Funds		\$1,458,838.50
Ranking	Agency	Project Title	Project Total	Local Match	TDA Article 3		
					Application Amount	Running Total	Total Award
3	Apple Valley	Village North Pedestrian Improvements	\$723,637.50	\$361,819.50	\$361,818.00	\$361,818.00	\$361,818.00
6	Rialto	Sycamore SRTS	\$915,231.78	\$457,615.89	\$457,615.89	\$819,433.89	\$457,615.89
7	Rialto	Merrill SRTS	\$1,454,969.22	\$727,484.61	\$727,484.61	\$1,546,918.50	\$639,404.61
10	Twentynine Palms	Amboy Rd Bike Lanes	\$409,000.00	\$41,000.00	\$368,000.00	\$1,914,918.50	\$0.00
11	Rancho Cucamonga	Deer Creek and Arrow Rte Ped Xing	\$621,888.00	\$155,472.00	\$466,416.00	\$2,381,334.50	\$0.00
12	Twentynine Palms	Hatch/Sullivan Bike Lanes	\$1,480,000.00	\$148,000.00	\$1,332,000.00	\$3,713,334.50	\$0.00
Subtotal							\$1,458,838.50
TOTAL							\$3,119,595.00

Fully Funded
 Partially Funded

Attachment: Attachment A - Bike/Ped Award List (8016 : 2021 TDA Article 3 Awards - Bicycle & Pedestrian Projects)

Minute Action

AGENDA ITEM: 13

Date: *October 13, 2021*

Subject:

2022 State Transportation Improvement Program

Recommendation:

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority, approve the following programming proposals to be submitted to the California Transportation Commission (CTC) for inclusion in the 2022 State Transportation Improvement Program (STIP):

A. Deprogram \$2.89 million of Regional Improvement Program (RIP) funds in Fiscal Year (FY) 2023/2024 for construction of the Interstate 10 (I-10) Eastbound Truck Climbing Lane.

B. Propose programming an additional \$2.091 million of RIP funds for Planning, Programming, and Monitoring activities.

C. Propose an amendment consistent with the current sequenced approach and timeline for constructing the I-10 Corridor Contract 2 project from Interstate 15 (I-15) to Pepper Avenue in the City of Colton, increasing the RIP programming from \$22.065 million to \$54.242 million in FY 2025/2026 for the construction phase and programming \$11.949 million of Federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funds apportioned through the STIP and administered by the CTC in FY 2022/2023 for the design phase.

D. Nominate the US 395 Phase 2 Project from I-15 to Palmdale Road and program \$18.647 million of RIP funds for construction in FY 2023/2024.

E. Nominate the Zero-Emission Multiple Unit Conversion Project and program \$7.5 million of RIP funds for construction in FY 2026/2027.

Background:

The State Transportation Improvement Program (STIP) is a multi-year capital improvement program of transportation projects on and off the State Highway System funded with revenues from the State Highway Account (SHA) and the Public Transportation Account (PTA). The STIP is divided into two subprograms: the Interregional Improvement Program (IIP) funded with 25% of new STIP funding and the Regional Improvement Program (RIP) funded with 75% of new STIP funding. The RIP is further divided between Northern and Southern California and then subdivided by formula into county shares. RIP county shares are available solely for projects nominated by regional agencies, such as San Bernardino County Transportation Authority (SBCTA), while the California Department of Transportation (Caltrans) nominates projects for the IIP.

Funding levels for the STIP have varied from year to year depending on the overall economic situation at the State and Federal levels. Although Senate Bill 1 (SB 1), the State funding bill passed by the Legislature in April 2017, does not provide new funding for the STIP, it does stabilize the historically volatile funding source. SB 1 also includes indexing fuel taxes to inflation in future years to stop the degradation of STIP funding revenue.

Entity: San Bernardino County Transportation Authority

The California Transportation Commission (CTC) is responsible for developing STIP guidelines, approving the programming of projects submitted by regions and Caltrans for inclusion in the STIP, allocating the STIP funds, and monitoring the delivery of STIP projects. When considering the statewide nominations, CTC staff works with the regional agencies to ensure that the nominations are constrained by the annual programming capacity. This usually involves an iterative process before the STIP nominations are finalized for CTC approval. To obtain public input on the final proposed programming, the CTC conducts two STIP hearings, one in the north and one in the south.

The STIP is a biennial program adopted by the CTC no later than April 1 of each even-numbered year. Each new STIP covers a five-year period which includes two new years of programming capacity. The new STIP includes projects carried forward from the previous STIP plus new projects proposed by regional agencies and Caltrans. Development of the STIP starts with the adoption by the CTC of the Fund Estimate (FE), usually in August of the previous year, followed by the submission of projects proposed by the regions and Caltrans based on the target shares published in the FE. The FE is based on estimates of all resources available for the state's transportation infrastructure over the next five-year period for the STIP and State Highway Operation and Protection Program.

2022 STIP Programming Capacity

The 2022 STIP programming cycle began with the CTC adopting the 2022 STIP FE on August 18, 2021. The FE identified \$2.1 billion of programming capacity available statewide over the next five years (Fiscal Year (FY) 2022/2023 to FY 2026/2027). From the \$2.1 billion in total estimated program capacity over the 2022 STIP FE period, new STIP capacity currently available for programming is about \$808 million. The bulk of the new STIP capacity is available in the last two years of the five-year cycle (FY 2025/2026 and FY 2026/2027). Additionally, the Federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (Federal Relief Funds) apportioned \$911.8 million to California to be used for a broad range of surface transportation purposes listed in Section 113(b) of Title 23 of the United States Code. In March 2021, the 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. The CTC further divided the regional share of \$364.7 million with 50% to be administered through the STIP and 50% to be administered through Caltrans Local Assistance. The apportionment of Federal Relief Funds being administered through the STIP and available to the San Bernardino County region totals \$11.949 million.

SB 1 increased the incremental excise tax to 17.3 cents per gallon in FY 2019/2020 with annual adjustments for inflation beginning in FY 2020/2021. Because SB 1 indexed new tax rates for inflation, there should be a higher degree of predictability as to resources generated from the incremental excise tax. However, the greatest factor that will impact fuel-based taxes is consumption. Influences such as economic downturns or the proliferation of increasingly fuel efficient and alternative energy vehicles could reduce consumption along with fuel-based taxes in the future.

As of 2021, California continues to be impacted by the COVID-19 pandemic. In early 2020, Governor Newsom declared a state of emergency shelter-at-home order to ensure public health and safety. The result had an immediate and significant impact on the state's economy.

With the stay-at-home order and business industries transitioning employees to teleworking, vehicle miles traveled on the state highway system and gasoline consumption saw sharp reductions. While the California Department of Finance (DOF) forecasts gasoline consumption will recover to pre-pandemic levels in the near term, with several business sectors transitioned to teleworking and invested in appropriate equipment, it's possible that it becomes common across industries to telework, which could lead to fewer people traveling for work. This, in turn, may translate to lower demand for gas and diesel consumption over time, decreasing revenues and programming capacity in the future.

The total current STIP share for San Bernardino County is \$154.076 million. Table 1 shows the current STIP Programming for San Bernardino County totaling \$156.966 million, which exceeds the programming capacity by \$2.89 million, of which \$16.784 million has been allocated by the CTC. Not including the Federal Relief Funds apportionment being administered through the STIP, the target 2022 STIP RIP share for San Bernardino County is \$41.832 million and the maximum share is \$60.415 million of new programming capacity. When the current over-programming of \$2.89 million is accounted for, the target share becomes \$38.942 million and the maximum share becomes \$57.525 million. With the inclusion of \$11.949 million in Federal Relief Funds, SBCTA may propose to program up to \$69.474 million in new programming in the 2022 STIP cycle.

Table 1
Current STIP Programming for San Bernardino County (1,000s)

	Allocated	2021/22	2022/23	2023/24	2024/25
Planning, Programming, and Monitoring	\$1,068		\$1,068	\$1,068	\$1,072
I-10 Eastbound Truck Climbing Lane Design/Construction	\$2,890			\$2,890	
I-10 Corridor Contract 2A Right of Way					\$22,065
I-15 Corridor Contract 1 Construction			\$72,274		
Redlands Passenger Rail Project (Reimbursement)	\$12,826				
West Valley Connector Phase 1 Construction		\$39,745			
Total RIP Programmed	\$16,784	\$39,745	\$73,342	\$3,958	\$23,137
Total RIP County Share (as of June 30, 2021)	\$154,076				
Total Programmed or Allocated Since July 1, 2020	\$156,966				
Unprogrammed Share Balance	\$0				
RIP Share Balance Advanced/Overdrawn	\$2,890				

It should be noted that SBCTA typically proposes programming at the target share rather than the maximum share as the maximum share advances funding from future STIP periods and is not as likely to be approved by the CTC if there are programming capacity constraints. However, with the recent infusion of State and Federal grant awards for the West Valley Connector Phase 1 (WVC) project, the SBCTA Board of Directors (Board) has approved a revised funding plan for the project that removes the programmed RIP funding of \$39.745 million. Because the RIP funds are programmed in the current FY, STIP programming rules do not allow SBCTA to deprogram the RIP funds for use on another project but require that they lapse until becoming available again for programming in the 2024 STIP. Because of this technicality, SBCTA staff recommends proposing programming at the maximum share as the

2022 STIP programming capacity assumes that the RIP funds programmed for the WVC will be allocated and expended.

2022 STIP Programming - Recommended Priorities

The 2022 STIP cycle will include the current programming in FY 2022/2023 and beyond. That programming, along with the new programming capacity and the apportionment of Federal Relief Funds, results in a total programming capacity of up to \$169.911 million. In developing the recommendations for programming, staff has placed greatest emphasis on identifying projects where funding needs align with the expected programming capacity, which as stated previously is in FY 2025/2026 and FY 2026/2027. Additionally, staff has considered that the RIP funds are one of many sources available to SBCTA to meet the funding needs of the prioritized projects countywide. Because of the complexity of the STIP guidelines and CTC processes, an attempt has been made to minimize the number of projects programmed in the STIP. The recommendations for programming are being incorporated into the 2021 Update of the 10-Year Delivery Plan, although the final STIP programming will not be approved by the CTC at the time of SBCTA Board approval of that update. Any changes to overall funding plans will be presented to the Board as necessary. Descriptions of the proposed programming are indicated below.

Recommendation A

The \$2.89 million of RIP funds programmed on the I-10 Truck Climbing Lane Project were a stop-gap measure in case the same amount of funds programmed for design lapsed because of environmental approval delays. The design funds were allocated by the CTC, and with the successful infusion of Trade Corridor Enhancement Program funds on the project, staff recommends deprogramming the \$2.89 million programmed for construction.

Recommendation B

The State allows up to 5% of the regional county share funds to be programmed for planning, programming, and monitoring (PPM) activities. These funds can be used for activities such as:

- Regional transportation planning, including the development and preparation of the regional transportation plan.
- Project planning, including the development of project study reports or major investment studies conducted by regional agencies or by local agencies in cooperation with regional agencies.
- Program development, including the preparation of STIP submittals and studies supporting them.
- Monitoring the implementation of STIP projects, including project delivery, timely use of funds, and compliance with State law and the Commission's guidelines.

SBCTA relies on PPM funds for staff time associated with fundamental SBCTA activities such as transportation improvement program development, administration of State and Federal transportation funds, planning, and project delivery support. The STIP FE identifies a maximum programming capacity of \$5.299 million for PPM in San Bernardino County with the FY 2024/2025 through FY 2026/2027 programming limited to \$3.163 million. Staff recommends continuing to program the maximum allowed for this purpose. Due to the overall funding capacity for the 2022 STIP cycle, adjustments are recommended to current

programming in FY 2024/2025 to stay within the 5% limit and to provide a more uniform amount for budgeting purposes.

After programming PPM funds, the programming capacity remaining is \$164.612 million, including the apportionment of Federal Relief Funds available to the San Bernardino region. Most of this amount should be programmed in the last two years of the STIP based on the annual programming capacity identified by the CTC.

Recommendation C

Significant construction cost increases over the last several years has led to a sequenced approach to construction on the I-10 and I-15 corridors, both key corridors for freight movement in the region. The I-15 Corridor Freight and Express Lanes Project – Contract 1 (I-15 Corridor Contract 1 Project) has been identified as the next valley freeway project, and will connect with the recently completed I-15 Express Lanes in Riverside County and continue to Foothill Boulevard, with construction anticipated to start in FY 2023/2024. There is no proposed change to the current RIP funding for the I-15 Corridor Contract 1 Project of \$72.274 million in FY 2022/2023. This leaves \$92.338 million available programming capacity for other projects.

The next corridor segment identified for construction would be the I-10 Corridor Freight and Express Lanes Project – Contract 2 (I-10 Corridor Contract 2 Project), a single express lane in each direction from just east of I-15 to Pepper Avenue in Colton, connecting to the I-10 Corridor Contract 1 Express Lanes currently under construction, with construction anticipated in FY 2025/2026. There is currently \$22.065 million of RIP funding programmed for right-of-way on this next segment of I-10, but because of complexities associated with the use of RIP funds in the right-of-way phase, staff recommends reprogramming these funds to the construction phase in FY 2025/2026 and increasing the construction RIP funds by \$32.177 million from new programming capacity. Additionally, staff recommends programming the \$11.949 million of Federal Relief Funds for the design phase of this project in FY 2022/2023. This leaves \$26.147 million available programming capacity for other projects. It should be noted that staff has proposed this project as a candidate for submittal of competitive grant applications in the 2022 State grant cycle.

Recommendation D

The Victor Valley Subarea recently identified continued improvements on US 395 as their highest regional/interregional priority, with the segment from I-15 to Palmdale Road as the highest priority. Because SBCTA will be the lead agency for this project and is more experienced in managing RIP funds, staff recommends programming the \$18.647 million of RIP funds for the construction phase in FY 2023/2024. This leaves \$7.500 million available programming capacity for other projects. This project has also been proposed as a candidate for submittal of competitive grant applications in the 2022 State grant cycle.

Recommendation E

With the exception of the recent programming on the Redlands Passenger Rail Project and the WVC, the STIP has historically been viewed as a significant source of funding for highway capacity projects. With the State's current focus on multimodal projects, funding for highway capacity projects through competitive programs may be limited. Therefore, staff recommends the bulk of the programming of RIP funds on the I-15 and I-10 Corridor Projects and the US 395

Project to begin to close the funding shortfalls. Due to the importance of the freight mobility component on these corridors, staff is hopeful the value will be recognized in the competitive trade corridor/freight grant programs. However, a relatively small amount of \$7.5 million is being proposed to fully fund the current estimated cost of conversion of three diesel multiple unit railcars purchased for the Arrow service as a result of construction of the Redlands Passenger Rail Project. The conversion of these units was requested by the State in conjunction with the award of Transit and Intercity Rail Capital Program funds to develop near-zero emission railcar technology.

Table 2 below details proposed programming for the 2022 STIP by fiscal year.

Table 2
Proposed 2022 STIP Programming for San Bernardino County (1,000s)
(Amendments and Additions shown in bold)

	2022/23	2023/24	2024/25	2025/26	2026/27
Planning, Programming, and Monitoring	\$1,068	\$1,068	\$1,072		
Planning, Programming, and Monitoring			(\$17)	\$1,054	\$1,054
I-10 Eastbound Truck Climbing Lane		\$2,890			
I-10 Eastbound Truck Climbing Lane		(\$2,890)			
I-10 Corridor Contract 2A Right of Way			\$22,065		
I-10 Corridor Contract 2 Design & Construction	\$11,949		(\$22,065)	\$54,242	
I-15 Corridor Contract 1 Construction	\$72,274				
US 395 Phase 2 Construction		\$18,647			
Zero Emission Multiple Unit (ZEMU) Conversion					\$7,500
Total RIP Programmed	\$85,291	\$19,715	\$1,055	\$55,296	\$8,554
Total RIP Capacity/Proposed Programming	\$169,911/\$169,911				

With Board approval, staff will submit the proposed 2022 STIP programming to Southern California Association of Governments for the required analysis of regional performance measures and to the CTC by the December 15, 2021, deadline. The CTC is scheduled to publish staff recommendations on February 28, 2022, and to adopt the 2020 STIP at their meeting on March 23-24, 2022.

Financial Impact:

This item has no financial impact on the adopted 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:

Vanessa Schoenewald, Management Analyst III

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Approved
General Policy Committee
Date: October 13, 2021

Witnessed By:

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	X			
Dawn Rowe Board of Supervisors		X	X	X	X	X		X	X			
Curt Hagman Board of Supervisors		X	X	X	X	X		X	X			
Art Bishop Town of Apple Valley		X	X	X	X	X		X	X			
Rick Herrick City of Big Bear Lake			X	X	X	X						
Ray Marquez City of Chino Hills								X	X			
Frank Navarro City of Colton		X	X	X	X	X		X	X			
Acquanetta Warren City of Fontana		X	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	X			
Edward Paget City of Needles									X			
Alan Wapner City of Ontario		X	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