

AGENDA

Board of Directors Meeting

**November 3, 2021
10:00 a.m.**

LOCATION

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

Board of Directors

President

Curt Hagman, Supervisor
County of San Bernardino

Vice-President

Art Bishop, Council Member
Town of Apple Valley

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Paul Courtney, Mayor
City of Barstow

Rick Herrick, Mayor
City of Big Bear Lake

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Vice Mayor
City of Chino Hills

Frank Navarro, Mayor
City of Colton

Acquanetta Warren, Mayor
City of Fontana

Darcy McNaboe, Mayor
City of Grand Terrace

Cameron Gregg, Mayor
City of Hesperia

Larry McCallon, Mayor Pro Tem
City of Highland

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

John Dutrey, Mayor
City of Montclair

Edward Paget, Vice Mayor
City of Needles

Alan Wapner, Mayor Pro Tem
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Paul Barich, Mayor
City of Redlands

Deborah Robertson, Mayor
City of Rialto

John Valdivia, Mayor
City of San Bernardino

Joel Klink, Council Member
City of Twentynine Palms

Carlos A. Garcia, Council Member
City of Upland

Debra Jones, Mayor
City of Victorville

David Avila, Council Member
City of Yucaipa

Rick Denison, Council Member
Town of Yucca Valley

Paul Cook, Supervisor
County of San Bernardino

Janice Rutherford, Supervisor
County of San Bernardino

Dawn Rowe, Supervisor
County of San Bernardino

Joe Baca, Jr., Supervisor
County of San Bernardino

Michael Beauchamp, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Julianna Tillquist, *General Counsel*

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

AGENDA

Board of Directors

**November 3, 2021
10:00 a.m.**

1170 W. 3rd Street, 1st Floor Lobby Board Room, San Bernardino, CA

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

CALL TO ORDER

(Meeting Chaired by Curt Hagman)

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

Pg. 14

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. 15

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

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

CONSENT CALENDAR

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

Consent - Administrative Matters

2. September 2021 Procurement Report

Pg. 17

Receive the September 2021 Procurement Report.

Presenter: Jeffery Hill

This item was received by the General Policy Committee on October 13, 2021.

- 3. Budget to Actual Report for Fourth Quarter Ending June 30, 2021** Pg. 25
Receive and file Budget to Actual Report for fourth quarter ending June 30, 2021.
Presenter: Lisa Lazzar
This item was received by the General Policy Committee on October 13, 2021.
- 4. Measure I Revenue** Pg. 35
Receive report on Measure I receipts for Measure I 2010-2040.
Presenter: Lisa Lazzar
This item was received by the General Policy Committee on October 13, 2021.
- 5. Surplus Property Inventory** Pg. 37
Receive and file Surplus Property Inventory Report.
Presenter: Lisa Lazzar
This item was received by the General Policy Committee on October 13, 2021.
- 6. Finance Reorganization** Pg. 39
That 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 was reviewed and unanimously recommended for approval by the General Policy Committee on October 13, 2021.
- 7. Financial Policy No. 20000** Pg. 50
That 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 was reviewed and unanimously recommended for approval by the General Policy Committee on October 13, 2021. SBCTA General Counsel has reviewed this item and the draft policy.
- 8. Revision To Policy No. 34509** Pg. 61
That 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 was reviewed and unanimously recommended for approval by the General Policy Committee on October 13, 2021. SBCTA's General Counsel has reviewed this item and the proposed policy revisions.

Consent - Project Delivery

- 9. Award Construction Management Services Contract No. 21-1002534 for the Interstate 215 Bi-County Landscaping Project** Pg. 67

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

A. Award Contract No. 21-1002534 with TRC Engineers, Inc., for Construction Management Services for the Interstate 215 Bi-County Landscaping Project (Project) in an amount not-to-exceed \$1,349,347.25 for a term through October 31, 2028.

B. Approve contingency in the amount of \$134,934.73, for Contract No. 21-1002534 to be released in accordance with Policy No. 11000, VII.B.6.

Presenter: Kristi Harris

This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 14, 2021. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and the draft contract.

- 10. State Route 210 Lane Addition and Base Line Road Interchange Project Design Contract Amendment for Time Extension** Pg. 136

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

A. Approve Amendment No. 3 to Contract No. 15-1001231 with AECOM Technical Services, Inc., to extend the contract through December 31, 2024, for Professional Engineering and Construction Support Services for the State Route 210 Lane Addition and Base Line Road Interchange Project.

B. Approve waiver of the five (5) year maximum contract duration in Policy No. 11000, and authorize extension of the contract duration beyond the five (5) year limit.

Presenter: Dennis Saylor

This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 14, 2021. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft amendment.

- 11. Appointment of Agency Engineer for Project Delivery Department** Pg. 142

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

Appoint Director of Project Delivery, Henry Stultz, Registered Civil Engineer, to serve as the San Bernardino County Transportation Authority Engineer for purposes related to the delivery of the Major Projects Program, including requirements related to the approval of Federal and State funding applications.

Presenter: Paula Beauchamp

This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 14, 2021.

- 12. Update to the Reorganization of the Project Delivery and Toll Operations Department** Pg. 143

Receive a status update on the reorganization of the Project Delivery and Toll Operations Department. **Presenter: Paula Beauchamp**

This item was received by the Board of Directors Metro Valley Study Session on October 14, 2021.

Consent - Regional/Subregional Planning

13. 2021 Transportation Development Act - Article 3 Bicycle and Pedestrian Project Awards Pg. 146

That 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 was reviewed and unanimously recommended for approval by the General Policy Committee on October 13, 2021. The result of the award has been emailed to the Transportation Technical Advisory Committee.

14. Grant Application Strategy for the 2022 Senate Bill 1 Competitive Programs and the 2022 Transit and Intercity Rail Capital Program Pg. 149

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 was received by the General Policy Committee on October 13, 2021.

Consent - Transit

15. Amendment No. 2 to Agreement No. 19-1002203 for Regional Rideshare and Vanpool Program Online System Pg. 154

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

Approve Amendment No. 2 to Contract No. 19-1002203 with Trapeze Software Group, Inc., increasing the not-to-exceed contract amount from \$1,057,159 to \$1,167,042, contingent upon receipt of valid certificates of insurance.

Presenter: Nicole Soto

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 14, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

16. Delegation of Annual Renewals of End User License Maintenance and Support Agreements and Purchase Orders with TransTrack Systems, LLC Pg. 162

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

Authorize the Executive Director, or his designee, to approve annual renewals with TransTrack Systems, LLC, for the End User License Maintenance and Support Agreements to store operating data and reports for bus, vanpool and future Arrow service, and to execute annual purchase orders for up to a ten (10) year period with TransTrack Systems, LLC, for a total not-to-exceed amount of \$570,000 in accordance with Procurement Policy No. 11000, Section VI.A.4.

Presenter: Nicole Soto

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 14, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item.

17. 2021 Transportation Development Act Award of Article 3 Transit Stop Access Improvement Projects Pg. 202

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

Award Transportation Development Act Article 3 funds for Transit Stop Access Improvement projects in the amount of \$775,323.22 as identified in Attachment A to this item.

Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 14, 2021.

18. Amendment No. 5 to Cooperative Agreement No. 17-1001587 with Southern California Regional Rail Authority for the Redlands Passenger Rail Project Pg. 207

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

A. Approve Amendment No. 5 to Cooperative Agreement No. 17-1001587 between San Bernardino County Transportation Authority and Southern California Regional Rail Authority (SCRRA), for the Redlands Passenger Rail Project (RPRP) for additional support services, increasing the contract amount by \$2,341,350, for a new not-to-exceed amount of \$17,293,551.40, increasing the overall RPRP budget from \$373,669,232.30 to \$375,112,982.30.

B. Allocate an additional \$2,341,350 in Measure I Valley Metrolink/Rail Service Funds to the RPRP.

C. Approve a Fiscal Year 2021/2022 Budget Amendment, increasing Task 0315, Transit Capital, by \$1,443,750 in Measure I Valley Metrolink/Rail Service Funds.

Presenter: Victor Lopez

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 14, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.

19. Redlands Passenger Rail Project – Amendment No. 4 to Construction Management Consultant Contract No. 18-1001834 Pg. 220

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

A. Approve Amendment No. 4 to Contract No. 18-1001834 with Lockwood, Andrews & Newnam, Inc., for Construction Management Consultant Services for the Redlands Passenger Rail Project Rail Storage and Maintenance Facility, increasing the contract amount by \$206,804.38, for a new lump sum amount not-to-exceed \$2,823,213.40, and extending the termination date to April 30, 2022.

B. Approve contingency in an amount not-to-exceed \$116,196.07 for Contract No. 18-1001834 and authorize the Executive Director, or his designee, to release contingency as necessary for the Project to be funded with State Transit Assistance funds.

C. Approve a Fiscal Year 2021/2022 Budget Amendment, increasing Task 0315, Transit Capital, by \$206,804.38 in State Transit Assistance funds.

Presenter: Carrie Schindler

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 14, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

20. West Valley Connector-Phase I – Amendment No. 1 to Cooperative Agreement No. 17-1001638 with Omnitrans Pg. 228

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

A. Approve Amendment No. 1 to Contract Number 17-1001638 with Omnitrans, memorializing the roles and responsibilities of each agency for the implementation of the West Valley Connector Project and providing for Omnitrans' contribution to reimburse the San Bernardino County Transportation Authority (SBCTA) for the cost of the project, in a revised not-to-exceed amount of \$139,344,117 and for SBCTA to reimburse Omnitrans in a revised not-to-exceed amount of \$35,051,386.

B. Approve a budget amendment for the Fiscal Year 2021/2022 Budget for Task 0315, Transit Capital, to substitute \$3,400,000 of Federal Transit Administration 5309 funds with Local Projects funds in the amount of \$3,400,000 for a zero net increase to the Budget.

Presenter: Victor Lopez

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 14, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.

Consent - Transportation Programming and Fund Administration

21. 2021 Update to the 10-Year Delivery Plan - Valley Freeway Interchange Program Pg. 247

Receive an update on the 2021 Update to the 10-Year Delivery Plan for the Valley Freeway Interchange Projects Program. **Presenter: Andrea Zureick**

This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 14, 2021.

22. 2022 State Transportation Improvement Program Pg. 251

That 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 funds 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: Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 13, 2021.

Consent - Legislative/Public Outreach

23. State Legislative Update

Pg. 258

Receive and file the October 2021 State Legislative Update.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on October 13, 2021.

24. Federal Legislative Update

Pg. 275

Receive and file the October 2021 Federal Legislative Update.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on October 13, 2021.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Discussion - Transit

25. Increase in Fiscal Year 2021/2022 Operating Assistance Allocation for Metrolink Service Restoration

Pg. 277

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

Approve an increase in San Bernardino County Transportation Authority's operating assistance allocation to the Southern California Regional Rail Authority in the amount of \$382,205, to be paid for with available COVID Relief Funds, for the purpose of restoring service across the Metrolink system.

Presenter: Rebekah Soto

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

Discussion - Administrative Matters

26. Rating Services Sole Source Agreements

Pg. 283

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

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.

Agenda Item 26 (cont.)

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 was reviewed and unanimously recommended for approval by the General Policy Committee on October 13, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreements.

Discussion - Regional/Subregional Planning

27. Regional Early Action Planning 1.0 Grant Program Update

Pg. 325

Receive an update on the ongoing San Bernardino County Regional Early Action Planning (REAP 1.0) grant program efforts in providing support to member jurisdictions with their housing element adoption process.

Presenter: Josh Lee

This item has been reviewed by the Planning and Development Technical Forum on October 27, 2021, and is scheduled to be reviewed at the City/County Manager's Technical Advisory Committee on November 4, 2021.

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

Executive Director's Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance

Pg. 346

Acronym List

Pg. 348

Agency Reports

Mobile Source Air Pollution Reduction Review Committee Agency Report

Pg. 350

Committee Membership

Representatives on SCAG Committees

Pg. 352

Appointments to External Agencies

Pg. 353

Committee Membership

Pg. 355

Mission Statement

Mission Statement

Pg. 360

Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

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

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

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

Attendance.

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

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



Important Dates to Remember...

November 2021

SBCTA Meetings – Cancelled: General Policy Committee
Legislative Policy Committee

SBCTA Meetings – Scheduled:

Transit Committee	Nov 10	9:00 am	SBCTA Lobby, 1st Floor
Metro Valley Study Session	Nov 10	9:30 am	SBCTA Lobby, 1st Floor
I-10/I-15 Corridor Joint Sub-Committee	Nov 10	10:00 am	SBCTA Lobby, 1st Floor
Mountain/Desert Committee	Nov 12	9:30 am	Mojave Desert AQMD
General Policy Committee	CANCELLED	---	---
Legislative Policy Committee	CANCELLED	---	---

Other Meetings/Events:

Focus on the Future	Nov 15-16	8:00 am	Virtual Conference
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SBCTA Offices will be CLOSED:

- Thursday, November 11th, Veterans Day
- Thursday & Friday, November 25th & 26th, for the Thanksgiving Holiday

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

Minute Action

AGENDA ITEM: 1

Date: November 3, 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
9	21-1002534	TRC Engineers, Inc. <i>Edward Durazo</i> <i>Steve Quezada</i> <i>Matt Tsugawa</i>	Dynamic Engineering Services, Inc. Geocon West, Inc. Guida Surveying, Inc. Meadows Consulting
10	15-1001231-03	AECOM Technical Services, Inc. <i>Jeff Chapman</i>	Psomas Tatsumi
15	19-1002203-02	Trapeze Software Group, Inc. <i>Bill Delaney</i>	None
16	POs	TransTrack Systems, LLC <i>Mary Sue O'Melia</i>	None
19	18-1001834-04	Lockwood, Andrews & Newnam, Inc. <i>Timothy J. Schmidt</i>	None
26	22-1002704	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 - 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.

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

Board of Directors Agenda Item
November 3, 2021
Page 2

Reviewed By:

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

Responsible Staff:

Approved
Board of Directors
Date: November 3, 2021

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: November 3, 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 was received by the General Policy Committee on October 13, 2021.

Responsible Staff:

Jeffery Hill, Procurement Manager

Approved
Board of Directors
Date: November 3, 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 (8077 : 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 (8077 : 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 (8077 : 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 (8077 : 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 (8077 : September 2021 Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: *November 3, 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.

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

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.

Board of Directors Agenda Item

November 3, 2021

Page 6

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 was received by the General Policy Committee on October 13, 2021.

Responsible Staff:

Lisa Lazzar, Chief of Fiscal Resources

Approved
Board of Directors
Date: November 3, 2021

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

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 (8097 : 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 (8097 : 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 (8097 : 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 (8097 : Budget to Actual Report - 4th Qtr 2020/2021)

Minute Action

AGENDA ITEM: 4

Date: November 3, 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 was received by the General Policy Committee on October 13, 2021.

Responsible Staff:

Lisa Lazzar, Chief of Fiscal Resources

Approved
Board of Directors
Date: November 3, 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%					

Attachment: MSI Receipts (8095 : Measure I Revenue - 1st Qtr 2021/2022)

Minute Action

AGENDA ITEM: 5

Date: November 3, 2021

Subject:

Surplus Property Inventory

Recommendation:

Receive and file Surplus Property Inventory Report.

Background:

On January 1, 2020, California State 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, <https://www.gosbcta.com/doing-business/excess-land-sales/>. 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 December 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 was received by the General Policy Committee on October 13, 2021.

Responsible Staff:

Lisa Lazzar, Chief of Fiscal Resources

Approved
Board of Directors
Date: November 3, 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: 6

Date: November 3, 2021

Subject:

Finance Reorganization

Recommendation:

That 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.

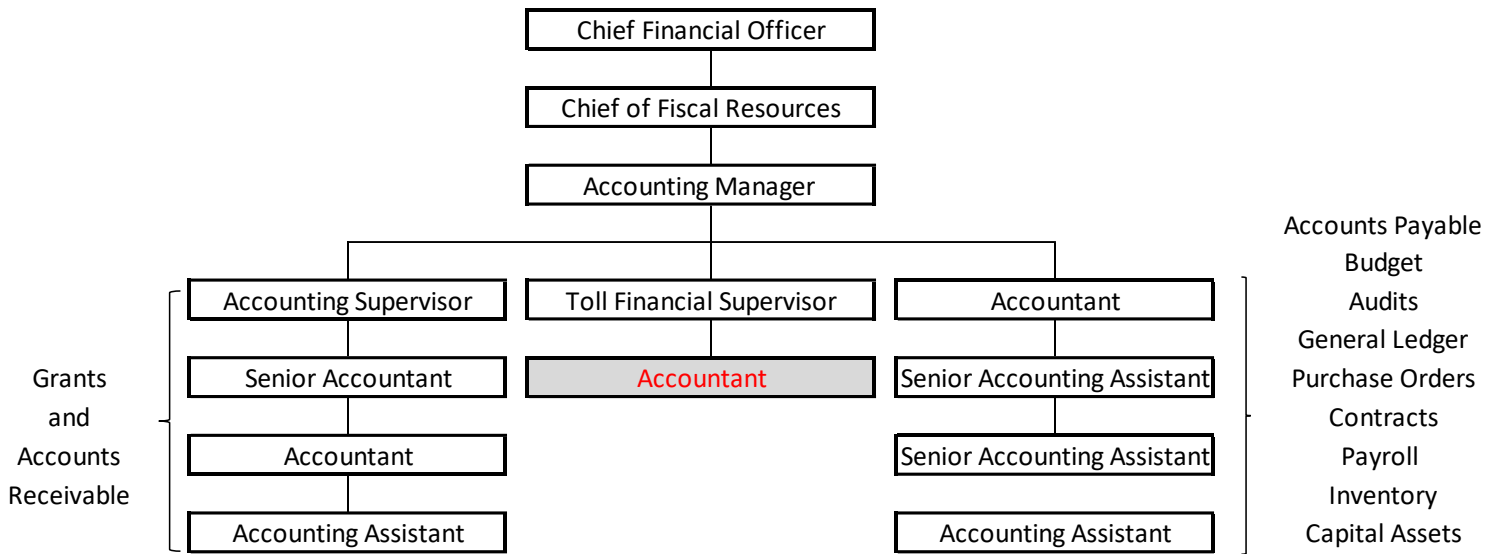
A new position of Accounting Manager is created to manage accounting and reporting for toll operations, grant reimbursements and billings. The Accounting Manager will assume key managerial responsibilities currently performed by the Toll Financial Administrator (TFA). The Accounting Manager's key role 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 was reviewed and unanimously recommended for approval by the General Policy Committee on October 13, 2021.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: November 3, 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
Page 5 of 5

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: 7

Date: November 3, 2021

Subject:

Financial Policy No. 20000

Recommendation:

That 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

Board of Directors Agenda Item

November 3, 2021

Page 2

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 13, 2021. SBCTA General Counsel has reviewed this item and the draft policy.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: November 3, 2021

Witnessed By:

San Bernardino County Transportation Authority

San Bernardino County Transportation Authority	Policy No.	20000
Adopted by the Board of Directors August 7, 1991	Revised	11/3/2021
Financial Policies	Revision No.	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.

Table of Contents

[| Purpose |](#) [References](#) | [Definitions](#) | [Policy](#) | [Operating Budget Policies](#) | [Budget Amendment Policy](#) | [Revenue Policies](#) | [Cash Management Policies](#) | [Debt Policies](#) | [Investment Policies](#) | [Auditing Policies](#) | [Revision History](#) |

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 SBCTA and SBCOG.

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 for another approved funding source/grant within a 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 and a formal agenda item to be reviewed by the appropriate 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 designee, is authorized to approve and execute 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 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, at a minimum, a 2.0 debt coverage ratio on all senior lien debt.
- F. SBCOG will only issue debt in accordance with the Debt Management Policy No. 20400.

X. CAPITAL OUTLAY

- 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 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 provided in Procedure 20000-10.
 - 2. Inventory of capital assets and inventorable 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, 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 assurances that: the financial statements are free of any material misstatements; operations are effective and efficient; 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 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

San Bernardino County Transportation Authority	Policy No.	20000
Adopted by the Board of Directors 1997 <u>August 7, 1991</u>	July 2, Revised	12/04/19 <u>11/3/2021</u>
Financial Policies	Revision No.	<u>67</u>

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Table of Contents

[Purpose](#) | [References](#) | [Definitions](#) | [Policy](#) | [Operating Budget Policies](#) | [Budget Amendment Policy](#) | [Revenue Policies](#) | [Cash Management Policies](#) | [Debt Policies](#) | [Investment Policies](#) | [Auditing Policies](#) | [Revision History](#) |

I. PURPOSE

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III. DEFINITIONS

None

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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.

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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.
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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.
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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

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- 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

Policy20000

3 of 5

- 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. 20100z)~~
- 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~~ s that: the financial statements are free of any material misstatements; ~~operations are~~ effectiveness and ~~efficient~~ 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: November 3, 2021

Subject:

Revision To Policy No. 34509

Recommendation:

That 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 was reviewed and unanimously recommended for approval by the General Policy Committee on October 13, 2021. SBCTA’s General Counsel has reviewed this item and the proposed policy revisions.

Responsible Staff:

Julianna Tillquist, General Counsel

Board of Directors Agenda Item
November 3, 2021
Page 2

Approved
Board of Directors
Date: November 3, 2021
Witnessed By:

San Bernardino County Transportation Authority	Policy	34509
Adopted by the Board of Directors	June 5, 2013	Revised 611 /03 2 /21
Project Development and Program Management Signatory and Approval Authority	Revision No.	34

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.

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>

Attachment: Policy 34509_rev 11.2021 (8102 : Revision to Policy No. 34509)

TABLE 1

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

TABLE 1

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 C~~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.

Minute Action

AGENDA ITEM: 9

Date: November 3, 2021

Subject:

Award Construction Management Services Contract No. 21-1002534 for the Interstate 215 Bi-County Landscaping Project

Recommendation:

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

A. Award Contract No. 21-1002534 with TRC Engineers, Inc., for Construction Management Services for the Interstate 215 Bi-County Landscaping Project (Project) in an amount not-to-exceed \$1,349,347.25 for a term through October 31, 2028.

B. Approve contingency in the amount of \$134,934.73, for Contract No. 21-1002534 to be released in accordance with Policy No. 11000, VII.B.6.

Background:

The intent of this agenda item is to award the Construction Management (CM) Services Contract for the Interstate 215 (I-215) Bi-County Landscaping Project (Project). The construction of I-215 Bi-County High Occupancy Vehicle (HOV) Gap Closure Project, from the State Route (SR) 60/I-215/SR 91 Interchange in Riverside County to Orange Show Road in San Bernardino County, was completed in 2015 and possessed an environmental commitment for a follow-up landscape project. The visual enhancements on the I-215 Bi-County HOV Gap Closure Project were limited to rock blanket at the interchanges, gravel mulch shoulder backing, and retaining wall aesthetics along portions of the I-215 mainline, which is consistent with the adjacent I-215 segments running through San Bernardino and Riverside Counties. The Project proposes drought tolerant, low maintenance highway planting, addition of irrigation infrastructure with smart technology, and construction of hardscape. The landscaping construction capital, including a one (1) year plant establishment and a four (4) year landscape maintenance is estimated to cost \$7.8 million.

In March 2021, the Board of Directors authorized the release of Requests for Proposals (RFP) No. 21-1002534 for professional services to provide CM services, and management of the one (1) year plant establishment and the four (4) year extended landscape maintenance contract under the supervision of an appointed San Bernardino County Transportation Authority (SBCTA) staff member.

RFP No. 21-1002534 was released to solicit firms to assist SBCTA in providing CM services for the Project. The solicitation was issued in accordance with the Contracting and Procurement Policy No. 11000. Following procedures outlined in the current policy, electronic notification was sent to over 1,300 firms and consultants registered on SBCTA's PlanetBids. The RFP was downloaded by forty-two (42) firms.

On March 3, 2021, a pre-proposal meeting was held. Addendum No. 1, the only addendum for this RFP, was released on March 24, 2021, to distribute: 1) answers to questions received during the pre-proposal meeting; 2) answers to questions received via email by the deadline outlined in the RFP; 3) the pre-proposal meeting sign-in sheet; 4) the pre-proposal PowerPoint presentation;

Entity: San Bernardino County Transportation Authority

and 5) scope of work changes. On April 8, 2021, SBCTA received a proposal from one (1) firm. A responsiveness review was conducted by the Procurement Manager finding the proposal to be in compliance with the RFP specifications and requirements. Staff made contact with firms who downloaded the RFP and that did not submit proposals in order to understand why they chose not to submit a proposal.

Responses from firms:

At the time of the RFP release, we had a full calendar of proposals we had already committed resources to preparing that were due on or around the due date for SBCTA's RFP. We felt we did not have the available resources to prepare a submittal that SBCTA deserves.

Our firm did not submit a proposal because we were not in a place to prime the project and our usual teaming partners were not interested in pursuing.

After gaining better understanding of the required scope of work, we do not believe we have the right resources for the proposed project.

Per Policy No. 11000, V.C.2.F, the Executive Director shall make a recommendation to either accept or reject the proposal and to consider relevant facts to the specific solicitation and work to be performed. After reviewing the responses from the firms and discussions with staff regarding adequacy of notification to qualified competitors, requirements of the RFP, the amount of time provided to respond to the RFP, adequacy of the one proposal received, and urgency, the Executive Director accepted the proposal and recommended that staff continue the quality-based procurement process with the single proposal.

As a result, on April 22, 2021, a short list meeting was held. The Evaluation Committee Panelists consisting of three SBCTA staff members and one staff member from California Department of Transportation, each reviewed the proposal and assigned point scores for each evaluation criteria per SBCTA's procurement policy. Firms could earn a maximum of thirty (30) points possible for the Qualifications of the Firm, a maximum of thirty (30) points possible for the Proposed Staffing and Project Organization, and a maximum of forty (40) points possible for the Work Plan for a maximum of 100 points. Each Evaluation Committee Panelist scored the firm in the nineties.

The firm was scheduled 50 minutes for an interview that consisted of 5-minutes for "log-on and introduction of key personnel", 10-minutes for a presentation delivered by the firm, and 30-minutes to respond to questions with 5-minutes for closing statements. After the interview, the Evaluation Committee members individually organized notes taken and calculated final interview scores based on responses given by the firm. Final scores were submitted to the Procurement Manager who combined them with the proposal scores established during the short-list meeting to arrive at scores giving 40% weight for the proposal and 60% weight for the interview score for a final total of 100% between the two evaluations and confirmed the overall scores.

The Evaluation Committee determined that the firm is qualified to perform the work specified in the RFP and possesses the ability to carry out all aspects of the Project. Therefore, the

Board of Directors Agenda Item

November 3, 2021

Page 3

Evaluation Committee recommended awarding the contract to TRC Engineers, Inc., to provide CM Services for the Project. TRC Engineers, Inc., was able to successfully demonstrate a thorough understanding of the scope of work and proposed a qualified team, clear and concise work plan, and innovative approach to the Project showing the ability to perform all work and or services necessary to complete the Project on schedule and within budget.

Based on the technical and interview evaluation conducted by the Evaluation Committee for this procurement, the Evaluation Committee recommends that the contract for RFP No. 21-1002534 be awarded to TRC Engineers, Inc. Scoring matrix and individual Evaluation Committee member scoring information with comments and remarks that support scores, evaluation forms, SAM reports, and reference checks are located in the Contract Audit File.

Subsequent to the Evaluation Committee's recommendation for selection, staff negotiated the final cost and scope with the consultant. Staff recommends approval of Contract No. 21-1002534 with TRC Engineers, Inc., for CM Services for the Project, for a total amount not-to-exceed \$1,349,347.25 and a contract duration through October 31, 2028.

A 10% contingency for Contract No. 21-1002534, in an amount not-to-exceed \$134,934.73 has been identified as standard practice and will be released in accordance with Policy No. 11000, VII.B.6.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0839 I-215 Bi-County Landscape Project.

Reviewed By:

This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 14, 2021. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and the draft contract.

Responsible Staff:

Kristi Harris, Construction Manager

Approved
Board of Directors
Date: November 3, 2021

Witnessed By:

General Contract Information

Contract No: 21-1002534 Amendment No.: _____

Contract Class: Payable Department: Project Delivery

Vendor No.: 03378 Vendor Name: TRC Engineers, Inc.

Description: Construction Management Services for the Interstate 215 Bi-County Landscaping Project

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	1,349,347.25	Original Contingency		\$	134,934.73
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,349,347.25	Total Contingency Value		\$	134,934.73
	Total Dollar Authority (Contract Value and Contingency)					\$	1,484,281.98

Contract Authorization

Board of Directors Date: 11/03/2021 Board Item # 8089

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? N/A No Budget Adjustment _____

Local _____ Construction Management _____

Accounts Payable

Estimated Start Date: 11/06/2021 Expiration Date: 10/31/2028 Revised Expiration Date: _____

NHS: Yes QMP/QAP: Yes Prevailing Wage: Yes

							Total Contract Funding:	Total Contingency:			
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	1,349,347.25	\$	134,934.73
GL	4110	40	0820	0839	53701	41100000		1,349,347.25		134,934.73	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	

Kristi Harris

Project Manager (Print Name)

Paula Beauchamp

Task Manager (Print Name)

Additional Notes:

Attachment: 21-1002534 CSS (8089 : I-215 Bi-County Landscaping CM Services Contract Award)

CONTRACT NO. 21-1002534**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****TRC ENGINEERS, INC.****FOR****INTERSTATE 215 BI-COUNTY LANDSCAPING PROJECT
CONSTRUCTION MANAGEMENT SERVICES**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority, ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and TRC Engineers, Inc., ("CONSULTANT"), whose address is: 1935 Chicago Avenue, Unit A, Riverside, CA 92507. SBCTA and CONSULTANT are each a "Party" and collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires Work as described in Exhibit A of this Contract; and

WHEREAS, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

WHEREAS, CONSULTANT desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

Attachment: 21-1002534 (8089 : I-215 Bi-County Landscaping CM Services Contract Award)

ARTICLE 1. INTRODUCTION

- 1.1 The work to be performed under this Contract is described in Exhibit A, entitled “Scope of Work”, and the CONSULTANT’s Approved Cost Proposal dated July 27, 2021 (Exhibit B). If there is any conflict between the Approved Cost Proposal and the Contract Articles, the Contract Articles take precedence.
- 1.2 CONSULTANT agrees to indemnify and hold harmless SBCTA, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. CONSULTANT will reimburse SBCTA for any expenditure, including reasonable attorney fees, incurred by SBCTA in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
- 1.3 CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of SBCTA.
- 1.4 Without the written consent of SBCTA, this Contract is not assignable by CONSULTANT, either in whole or in part.
- 1.5 No alteration or variations of the terms of this Contract shall be valid unless made in writing and signed by the Parties hereto; and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- 1.6 The consideration to be paid to CONSULTANT as provided herein shall be in compensation for all of CONSULTANT’s expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- 1.7 The Project Manager for this Contract is Kristi Lynn Harris, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. PROJECT DESCRIPTION/SCOPE OF WORK

CONSULTANT agrees to perform the work and services set forth in Exhibit A “Scope of Work”, (“Work”), in accordance with all applicable professional architectural, engineering, construction management, land surveying and/or materials testing standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word “Work”, as used herein, includes without limitation the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with their satisfaction being based on prevailing applicable professional standards.

ARTICLE 3. CONSULTANT's REPORTS OR MEETINGS

- 3.1 CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- 3.2 CONSULTANT's Project Manager shall meet with SBCTA, as needed, to discuss progress on the Contract.

ARTICLE 4. PERFORMANCE PERIOD

- 4.1 Contingent upon approval by SBCTA's Awarding Authority in accordance with Article 54, below, CONSULTANT shall commence work after issuance of a written notification to proceed by SBCTA's Procurement Analyst. The Contract shall end on October 31, 2028 unless extended by written amendment.
- 4.2 CONSULTANT is advised that any recommendation for contract award is not binding on SBCTA until the Contract is fully executed and approved by SBCTA's Awarding Authority.

ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS

- 5.1 Total compensation to CONSULTANT for full and complete performance of the Work in compliance with all the terms and conditions of this Contract shall be on a Specified Rates of Compensation basis for all obligations incurred in, or application to, Consultant's performance of Work and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SBCTA), and shall not exceed \$1,349,347.25 unless authorized by a contract amendment.
- 5.2 CONSULTANT shall be paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the Work. Such rates of pay include the CONSULTANT's estimated costs and net fee (profit). The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee as set forth in Exhibit B.
- 5.3 Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers-- Table 5 or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12- month percent change. Escalation shall commence as of January 1, 2023, and then shall be applied each January 1st for the term of the Contract.
- 5.4 Specific tasks have been assigned to CONSULTANT as identified in the attached Scope of Work.
- 5.5 In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than specific rates of compensation identified in Exhibit B.
- 5.6 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in

Exhibit B. Any travel expenses must be preapproved in writing by SBCTA and shall be reimbursed per diem at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses not identified in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

- 5.7 When milestone cost estimates are included in Exhibit B, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA's Project Manager before exceeding such cost estimate.
- 5.8 Progress payments will be made monthly in arrears based on services provided and allowable costs incurred. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SBCTA shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions of this Contract.
- 5.9 CONSULTANT shall not commence performance of Work until this Contract has been approved by SBCTA's Awarding Body, and a NTP has been issued by SBCTA's Procurement Analyst. No payment will be made prior to approval of any Work, nor for any Work performed prior to approval of this Contract.
- 5.10 CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by SBCTA of an itemized invoice. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing. Invoices shall follow the format stipulated by SBCTA and shall reference this contract number. Each invoice shall detail the Work performed on each milestone and each project as applicable. Credits due SBCTA that include any equipment purchased under this Contract must be reimbursed by CONSULTANT prior to the expiration or termination of this Contract. Invoices shall follow the format stipulated by SBCTA and shall reference this Contract number and Project title. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com
- 5.11 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct and that all payments to and claims of CONSULTANT and its subconsultants for Work performed during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 5.12 All subcontracts in excess of \$25,000 shall contain the provisions of this Article.

ARTICLE 6. TERMINATION

- 6.1 Termination for Convenience – SBCTA's Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.

- 6.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 6.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 6.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 6.2 Termination for Cause
- 6.2.1 In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the products and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
- 6.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 6.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.
- 6.3.1 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 7. FUNDING REQUIREMENTS

- 7.1 It is mutually understood between the Parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds for the mutual benefit of both Parties, in order to avoid program or fiscal delays that would occur if the Contract were executed after that determination was made.
- 7.2 This Contract is valid and enforceable only if sufficient funds are made available to SBCTA for the purpose of this Contract. In addition, this Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or SBCTA governing board that may affect the provisions, terms, or funding of this Contract in any manner.
- 7.3 It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds.
- 7.4 SBCTA has the option to void the Contract under the 30-day cancellation clause, or by mutual agreement to amend the Contract to reflect any reduction of funds.

ARTICLE 8. CHANGE IN TERMS

- 8.1 This Contract may be amended or modified only by mutual written agreement of the Parties.
- 8.2 CONSULTANT shall only commence Work covered by an amendment after the amendment is executed and the NTP has been provided by SBCTA's Procurement Analyst.
- 8.3 There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved cost proposal, which is part of this Contract without prior written approval of SBCTA.

ARTICLE 9. DISADVANTAGED BUSINESS ENTERPRISE

Intentionally Omitted

ARTICLE 10. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- 10.1 CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq. shall be used to determine the cost allowability of individual items.
- 10.2 CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 10.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to SBCTA.
- 10.4 All subcontracts in excess of \$25,000 shall contain the above provision.

ARTICLE 11. CONTINGENT FEE

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

ARTICLE 12. RETENTION OF RECORDS/AUDIT

- 12.1 For the purpose of determining compliance with Public Contract Code section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Contract pursuant to Government Code section 8546.7; CONSULTANT, and subconsultants shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not to, the costs of administering the Contract. All Parties shall make such materials available at their respective offices at all reasonable times during the Contract period and for three years from the date of final payment under the Contract. The state, State Auditor, SBCTA, Federal Highway Administration, or any other duly authorized representative of the SBCTA shall have access to any books, records, and documents of CONSULTANT that are pertinent to the Contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- 12.2 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 13. DISPUTES

- 13.1 Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by a committee consisting of SBCTA's Procurement Manager and SBCTA's Executive Director, who may consider written or verbal information submitted by CONSULTANT.
- 13.2 Not later than 30 days after completion of all Work under the Contract, CONSULTANT may request review by SBCTA's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- 13.3 Neither the pendency of a dispute nor its consideration by SBCTA's Executive Director, will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE 14. AUDIT REVIEW PROCEDURES

- 14.1 Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement shall be reviewed by SBCTA's Chief Financial Officer.

- 14.2 Not later than 30 days after issuance of final audit report, CONSULTANT may request a review by SBCTA's Chief Financial Officer of unresolved audit issues. The request for review must be submitted in writing.
- 14.3 Neither the pendency of a dispute nor its consideration by SBCTA will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE 15. SUBCONTRACTING

- 15.1 Nothing contained in this Contract or otherwise shall create any contractual relation between SBCTA and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be fully responsible to SBCTA for the acts and omissions of its subconsultant(s) and of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is independent of SBCTA's obligation to make payments to the CONSULTANT.
- 15.2 CONSULTANT shall perform the Work contemplated with resources available within its own organization, and no portion of the Work pertinent to this Contract shall be subcontracted without prior written authorization by SBCTA, except that which is expressly identified in the approved Cost Proposal.
- 15.3 CONSULTANT shall pay its subconsultant(s) within ten (10) calendar days from receipt of each payment made to CONSULTANT by SBCTA.
- 15.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- 15.5 Any substitution of subconsultants must be approved in writing by SBCTA prior to the start of Work by the subconsultant.

ARTICLE 16. EQUIPMENT PURCHASE

- 16.1. Prior authorization in writing by SBCTA shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- 16.2. When seeking SBCTA's prior written authorization for purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, CONSULTANT must submit three competitive quotations with the request, or the absence of bidding must be adequately justified.
- 16.3. Any equipment purchased as a result of this Contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SBCTA shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit SBCTA in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SBCTA procedures, and credit SBCTA

in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SBCTA and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SBCTA."

16.4 All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE 17. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit SBCTA and the State, to review and inspect the project activities and files at all reasonable times during the performance period of this Contract including review and inspection on a daily basis.

ARTICLE 18. SAFETY

- 18.1 CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by SBCTA or other SBCTA representative. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- 18.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, SBCTA has determined that such areas are within the limits of the Project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- 18.3 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 18.4 CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE 19. INSURANCE

- 19.1 Prior to commencing the Work, subject to the provisions of Article 19.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

19.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000

- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for negligent acts, errors and omissions arising out of the CONSULTANT'S professional services, or professional services of any person employed by the CONSULTANT, or any person for whose negligent acts, errors, or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain "tail" coverage for a minimum of three (3) years after Contract completion.

19.1.2 Worker's Compensation/Employer's Liability. The policies must include the following:

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

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

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

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$2,000,000 each occurrence and \$4,000,000 general aggregate.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability pursuant to the latest edition of the Standard ISO Form CG 0001, premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury

- \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 3704 13) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

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

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

19.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an

umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.

- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance
The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

19.1.6 Pollution Liability - Intentionally Omitted

19.1.7 Railroad Protective Liability The policy must include the following:

- Should the CONSULTANT need to perform activities in a railroad right-of-way, SBCTA's Risk Manager and/or a railroad operator may require CONSULTANT to provide Railroad Protective Liability.
- In such a case, the policy shall be in amounts and coverages and from issuers, acceptable to SBCTA's Risk Manager in his/her sole discretion.
- Depending on facts and circumstances, and the terms and conditions of the policy involved, SBCTA's Risk Manager may choose to find that the CONSULTANT satisfactorily meets this requirement by obtaining one of the following: a) an acceptable Railroad Protective Liability specific policy; b) a waiver of any railroad liability exclusion from the CONSULTANT's existing general liability policy; or c) acceptable general liability insurance without a railroad exclusion.

19.2 General Provisions

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

19.2.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation, Employee Liability and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 04 13, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

19.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including redacted declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to

SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate.

- 19.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. All deductibles will be in amounts acceptable to SBCTA's Risk Manager. CONSULTANT will advise SBCTA in writing as to the amounts of any deductible, or as to any increase in any insurance deductible under any insurance required above. There will be no deductibles in excess of \$250,000 per occurrence, loss or claim under the insurance. There shall be no self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due CONSULTANT. The policies shall not provide that any deductible, or other payment required under the policy can be paid only by the named insured, and not by an additional insured.
- 19.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 19.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 19.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In

any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at procurement@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

- 19.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 19.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 19.2.10 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 19.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 19.2.12 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 20. INDEMNITY

20.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA and its officers, employees, agents and volunteers from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the extent caused by the negligence, recklessness, or willful misconduct of the design professional to the maximum extent permitted by Civil Code Section 2872.8.

- 20.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, and its officers, employees, agents and volunteers (“Indemnitees”) from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, subconsultants or volunteers, and for any costs or expenses incurred by SBCTA on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT’s indemnification obligation applies to SBCTA’s “active” as well as “passive” negligence, but does not apply to SBCTA’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

ARTICLE 21. OWNERSHIP OF DATA

- 21.1 Upon completion of all Work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will automatically be vested in SBCTA, and no further agreement will be necessary to transfer ownership to SBCTA. Notwithstanding the above, the work products are not intended nor shall they be construed to include CONSULTANT’S pre-existing intellectual property secured, developed, written, or produced by CONSULTANT prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; CONSULTANT shall retain all right, title and interest in any such pre-existing intellectual property. CONSULTANT shall furnish SBCTA all necessary copies as needed to complete the review and approval process.
- 21.2 It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Contract has been entered into.
- 21.3 CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with the modification or misuse by SBCTA of the machine-readable information and data provided by CONSULTANT under this Contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with any use by SBCTA of the project documentation for other projects or additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- 21.4 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, subpart 27.3).
- 21.5 SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the Contract shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

- 21.6 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 22. CLAIMS FILED BY SBCTA's CONSTRUCTION CONTRACTOR

- 22.1 If claims are filed by SBCTA's construction contractor relating to Work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with SBCTA and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.
- 22.2 CONSULTANT's personnel that SBCTA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SBCTA. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the CONSULTANT's personnel services under this Contract.
- 22.3 Services of the CONSULTANT's personnel in connection with SBCTA's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to resolve the construction claims.
- 22.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 23. CONFIDENTIALITY OF DATA

- 23.1 All financial, statistical, personal, technical, or other data and information relative to SBCTA's operations which are designated confidential by SBCTA and made available to CONSULTANT in order to carry out this Contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- 23.2 Neither permission to disclose information on one occasion, nor public hearing held by SBCTA relating to the Contract shall authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- 23.3 CONSULTANT shall not comment publicly to the press or any other media, including social media, regarding the Contract or SBCTA's actions on the same, except to SBCTA's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings, or in response to questions from a SBCTA Board Committee or other public meeting approved by SBCTA.
- 23.4 CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Contract without first obtaining SBCTA's review and written permission.
- 23.5 Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access and materials prepared by CONSULTANT under the terms of this Contract shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this

Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.

- 23.6 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 23.7 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE 25. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation and any comments submitted shall be retained as part of the Contract file. This information may be used when evaluating the firm on future proposal submittals.

ARTICLE 26. RETENTION OF FUNDS

- 26.1 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 26.2 SBCTA shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by SBCTA, of the Work, and pay retainage to CONSULTANT based on these acceptances. CONSULTANT, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for Work satisfactorily completed and accepted, including incremental acceptances of portions of the Work by SBCTA. Federal law (49 CFR 26.20) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with SBCTA's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or non-payment by the CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE consultants and subconsultants.

ARTICLE 27. RESPONSIBILITY OF CONSULTANT

- 27.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and

other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.

- 27.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SBCTA or the Project. CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA as to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which enables SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.
- 27.3 When a modification to a construction contract is required because of an error or deficiency in the design Work provided under this Contract, CONSULTANT shall be responsible for any and all additional costs associated with the construction contract or the construction of the Project.
- 27.4 SBCTA shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SBCTA's best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.
- 27.5 CONSULTANT shall document the results of the Work to the satisfaction of SBCTA, and if applicable, Caltrans and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SBCTA's objectives.
- 27.6 As applicable, the responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number.

ARTICLE 28. TECHNICAL DIRECTION

- 28.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, who will be identified in writing to CONSULTANT upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
- 28.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.

- 28.1.2 Provision of written information to CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
- 28.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
- 28.1.4 SBCTA may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and project personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.
- 28.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 28.2.1 Increases or decreases the Scope of Work;
 - 28.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 - 28.2.3 In any manner causes an increase or decrease in the Contract price as identified in this Contract, or the time required for Contract performance unless expressly authorized by SBCTA policy;
 - 28.2.4 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
 - 28.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
 - 28.2.6 Approves any demand or claim for additional payment.
- 28.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- 28.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 28.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in 27.2.1 through 27.2.6, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:

28.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.

28.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 29. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects or reallocating any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA. CONSULTANT shall not substitute any key personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate the Contract. Key Personnel are:

Name	Job Classification/Function
Steve Quezada, PE, QSP	Construction Manager/Resident Engineer
Matt Tsugawa, RLA, QSD	Landscape Architect/Resident Engineer
Linda Smoot, QSP	Office Engineer
Armando Castaneda	Landscape Construction Inspector

ARTICLE 30. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional and engineering and environmental principles and standards that are generally accepted in the profession in the State of California.

ARTICLE 31. TAXES, DUTIES AND FEES

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

ARTICLE 32. PERMITS AND LICENSES

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) and required registrations necessary for CONSULTANT to perform Work identified herein.

ARTICLE 33. STATEMENT OF COMPLIANCE

- 33.1 CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and 2 California Code of Regulations Section 8103.
- 33.2 During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation or military or veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.) and the applicable regulations promulgated there under (2 California Code of Regulations §§ 7286.0 et seq.). CONSULTANT and subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 33.3 The contractor and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 34. STATE PREVAILING WAGE RATES

- 34.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- 34.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- 34.3 When prevailing wages apply to services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE 35. CONFLICT OF INTEREST

- 35.1 CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract, or any ensuing SBCTA construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SBCTA construction project, which will follow.

- 35.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Contract. CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT's staff designated by SBCTA's Executive Director as "Consultants" under the Political Reform Act shall timely file Statements of Economic Interest with the SBCTA Clerk of the Board.
- 35.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all of the provisions of this Article.
- 35.4 CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Contract. An affiliated firm is one subject to the control of the same persons through joint ownership or otherwise.
- 35.5 CONSULTANT further certifies that neither CONSULTANT nor any firm affiliated with CONSULTANT will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this Contract is also employed by the construction contractor for any project included within this Contract.
- 35.6 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing services on this Contract shall have provided services on the design of any project included within this Contract.

ARTICLE 36. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE 37. NOTIFICATION

All notices hereunder and communications regarding the interpretation of the terms of this Contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To CONSULTANT	To SBCTA
1935 Chicago Avenue, Unit A	1170 W. 3rd Street, 2nd Floor
Riverside, CA 92507	San Bernardino, CA 92410-1715
Attn: Edward Durazo	Attn: Henry Stultz
	cc: Procurement Manager
Phone: 951-788-6028	Phone: (909) 884-8276

ARTICLE 38. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with "TERMINATION" provision herein.

ARTICLE 39. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

ARTICLE 40. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA costs resulting from errors or deficiencies in Work furnished under this Contract, including but not limited to any fines, penalties, damages, and costs associated with a modification to a construction contract required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

ARTICLE 41. CONSULTANT STANDARD OF PERFORMANCE AND RE-PERFORMANCE

All Work performed shall be in accordance with the Contract, and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense. If CONSULTANT does not take the necessary action to correct the breach, SBCTA, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and CONSULTANT shall promptly reimburse SBCTA for all expenses and costs incurred.

ARTICLE 42. INDEPENDENT CONTRACTOR

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

ARTICLE 43. ATTORNEY'S FEES

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

ARTICLE 44. GOVERNING LAW AND VENUE

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

ARTICLE 45. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 46. PRECEDENCE

- 46.1 The Contract consists of the Contract Articles, Exhibit A "Scope of Work", and Exhibit B "Approved Cost Proposal", SBCTA's Request For Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.
- 46.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request For Proposal; and last, CONSULTANT's Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 46.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 47. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 48. REVIEW AND ACCEPTANCE

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

ARTICLE 49. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq.

ARTICLE 50. FORCE MAJEURE

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

ARTICLE 51. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans With Disabilities Act in performing Work under this Contract.

ARTICLE 52. ENTIRE DOCUMENT

- 52.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior or contemporaneous understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 52.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 52.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 53. CONTRACT

This Contract constitutes the entire agreement which is made and concluded in duplicate between the two Parties. Each Party, for and in consideration of the payments to be made, conditions mentioned, and work to be performed, agrees to diligently perform in accordance with the terms and conditions of this Contract as evidenced by the signatures below.

ARTICLE 54. EFFECTIVE DATE

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year written below.

TRC ENGINEERS, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Edward Durazo
Vice President/Southern CA
Regional Manager
TRC Engineers, Inc.

By: _____
Curt Hagman
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Juanda L. Daniel
Assistant General Counsel

Date: _____

CONCURRENCE

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment: 21-1002534 (8089 : I-215 Bi-County Landscaping CM Services Contract Award)

Scope of Work
No. 21-1002534

INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
 - 1. Pre-construction Services
 - 2. Bid Process
 - 3. Project Administration
 - 4. Construction Coordination
 - 5. Construction Inspection
 - 6. Project Support
 - 7. Cost and Schedule
 - 8. Change Orders and Claims
 - 9. Safety
 - 10. Project Close Out
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO BE FURNISHED BY SBCTA
- G. STANDARDS
- H. AVAILABILITY AND WORK HOURS
- I. LIMITATIONS TO AUTHORITY
- J. THIRD PARTY RELATIONSHIPS
- K. CONSTRUCTION SITE SAFETY
- L. BASIS FOR SURVEY AND MONUMENT MARKING
- M. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SBCTA) will utilize the services of CONSULTANT to support the construction activities for the Interstate 215 (I-215) Bi-County Landscaping Project (“Project”). The CONSULTANT will provide construction management, materials testing, construction surveying and ~~source inspection~~, landscape inspection and assist in public outreach for the Project. A description of the Project is given below.

65% Submittal of Design Plans is also available for review from PlanetBids.

Project General Description:

SBCTA proposes the Project to improve the landscaping starting at the I-215/Orange Show Road interchange in the City of San Bernardino to the San Bernardino County and Riverside County line.

SERVICES

SBCTA will utilize the services of CONSULTANT to support highway landscaping construction and maintenance contract of the Project as described by the plans and specifications.

Services are anticipated to generally include, but are not limited to the following: participation in the evaluation of scheduling of the proposed Project; constructability review; construction Project advertising, bid analysis, and award; ~~early utility relocation inspection and survey services~~, construction inspection; construction surveying, materials testing, landscape inspection, contractor interface, construction coordination with other agencies, and contract administration; office engineering; and other assorted duties as appropriate in managing construction of a California Department of Transportation (Caltrans) Project.

The Resident Engineer will coordinate all contract and personnel activities for all phases of construction. Other Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all Project specific field activities and responsibilities as needed for satisfactory performance on the Project.

The Resident Engineer assigned for this Project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal through the duration of the contract. The Consultant is expected to provide a Survey Project Manager, Materials Testing/Source Inspection Project Manager, and Landscape Architect to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services. Furthermore, the Resident Engineer shall act as the public outreach liaison to assist SBCTA’s Public Information Office in implementing the Public Outreach Program established for this Project.

Insofar as the Consultant's approach described in the Proposal, the scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the Consultant. The Proposal shall include a staffing plan, an organization chart and a resource loaded schedule that establish the firm's ability to adequately and appropriately efficient staff and manage the Project within budget.

SBCTA anticipates that the preconstruction services will be performed in July, August, and September of 2021. The construction contract will be advertised in May 2022 and the Notice to Proceed (NTP), to the contractor will be issued in October 2022. The construction duration is **14 months** followed by a **one (1) year plant establishment period**, and then a new **four (4) year establish existing planting**, EEP, contract. The estimated construction capital cost of the Project is approximately \$7 million.

CONSULTANT shall provide qualified construction management and inspection, materials testing, ~~source inspection~~, and construction surveying personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Project.

SBCTA anticipates issuing a Purchase/Task Order to the Consultant to complete a Constructability Review. A full NTP will be issued approximately six (6) months before construction of the Project starts.

The SBCTA Director of Project Delivery has designated a SBCTA Construction Manager to coordinate all construction activities:

Mrs. Kristi Harris, Construction Manager

The CONSULTANT shall report to and receive direction from SBCTA through the SBCTA Construction Manager, or her designees. The SBCTA Construction Manager is responsible for coordination of all SBCTA construction activities and for coordinating the efforts of the total construction team. The SBCTA Construction Manager will be the main contact and primary source of information between SBCTA, cities, outside agencies, supporting consultants and the public for the construction Projects.

B. PERFORMANCE REQUIREMENTS

Landscape Construction/Maintenance Management: CONSULTANT shall furnish personnel to serve in the following roles: Project Manager, Resident Engineer, licensed Landscape Architect, Office Engineer, Field Inspection, Materials Testing and Land Surveying. Personnel can serve multiple roles. Proven staffing efficiency is critical. The Project Manager shall coordinate CONSULTANT operations with SBCTA. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer and the licensed landscape architect. The Resident Engineer shall be a civil engineer licensed in the State of California and will be responsible for construction contract administration activities. The Resident Engineer may also serve as the licensed Landscape

Architect. The Resident Engineer shall direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. It is desirable that the Project Manager and/or Resident Engineer also be a licensed Landscape Architect.

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

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

If CONSULTANT personnel are on leave of absence, the CONSULTANT Project Manager shall provide equally qualified replacement personnel until the assigned personnel returns to the Project approved by SBCTA.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The CONSULTANT Project Manager, with prior concurrence from SBCTA, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by SBCTA prior to each occurrence.

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

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the Projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SBCTA and local agencies in obtaining compliance with the safety and accident prevention provisions of the Project. Local agencies will retain jurisdictional control for traffic control.

All services required herein shall be performed in accordance with applicable California Department of Transportation guidelines, regulations, policies, procedures, directives, manuals, and standards, except as noted in the special provisions.

C. DUTIES AND RESPONSIBILITIES

1. Pre-award Services

a. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SBCTA, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

b. Budget

CONSULTANT shall review the Project estimate, quantities and provide recommendations to SBCTA, as appropriate, to ensure efficient utilization of funds and control of Project costs.

c. Constructability Review

CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies and report such findings to SBCTA in a format provided by SBCTA.

2. Bid Process

a. Bid Documents

CONSULTANT shall assist SBCTA, as requested, with the following tasks:

- 1) Review of bid documents
- 2) Preparation of bid tabulations

b. Pre-construction Meetings

CONSULTANT shall assist SBCTA in conducting one, or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, design engineer, Caltrans, County and City staff, utility companies and developers.

c. Contract Award

CONSULTANT shall assist SBCTA, as requested, with the following tasks:

- 1) Review of bid for completeness and responsiveness
- 2) Perform bid analysis
- 3) Development of contractor payment schedules, and other procedural items.
- 4) Checking Contractor references, licenses, insurance, and sureties.
- 5) Coordination with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.

3. Project Administration

- a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual and Local Assistant Procedures Manual as a guideline.
- b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SBCTA, local agencies, and design engineer, as appropriate. CONSULTANT shall record minutes of these meetings and status/track all resulting action items.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SBCTA for approval.
- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SBCTA and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.

- f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SBCTA Major Projects Portal, as requested by the Agency.
- g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SBCTA to conditions that may lead to delays in completion of the Project.
- h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SBCTA. The activity report shall include among other items status of Stormwater Pollution Prevention Plan (SWPPP) issues, Requests for Information (RFI), contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.
- i. CONSULTANT shall review and ensure compliance with environmental requirements.
- j. CONSULTANT shall participate in partnering sessions with the Contractor, SBCTA, and Local Agencies, as required.
- k. CONSULTANT shall ensure that the Project meets all provisions of the SBCTA Construction Materials Quality Assurance Program and Caltrans Quality Assurance Program Manual.
- l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.
- m. CONSULTANT shall ensure that the Project meets all provisions of the SWPPP.
- n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resource Control Board (SWRCB).
- o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and Contract Change Order (CCO) number, if applicable. CONSULTANT shall coordinate final as-built plans submittal between design engineer and Caltrans to obtain Caltrans acceptance of as-built plans.

4. Construction Coordination

- a. CONSULTANT shall provide one qualified Resident Engineer to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SBCTA, CONSULTANT's personnel, and any affected utility companies. CONSULTANT may, when requested by SBCTA, act as point of contact between Caltrans, design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.
- c. CONSULTANT shall maintain regular contact with the SBCTA Project Manager.
- d. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SBCTA. Should SBCTA determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents and executed Cooperative Agreement with Caltrans.
- e. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction program.
- f. CONSULTANT shall coordinate review of shop drawings and RFIs with the SBCTA Project Manager. CONSULTANT shall log and track all submittals and requests.
- g. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared SWPPP and coordinate approval with SBCTA and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
- h. CONSULTANT shall coordinate the implementation of any changes with the SBCTA Project Manager and the design engineer.
- i. CONSULTANT shall review the Project for permit compliance and

coordinate with SBCTA and Caltrans Landscape Construction Oversight to ensure that necessary permits are obtained. CONSULTANT shall assist SBCTA in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

- j. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Landscape Construction/Maintenance Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate State and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SBCTA immediately regarding any directives, recommendations, notices, etc. received from agencies other than SBCTA.
- b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SBCTA any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in California MUTCD and Standard Specifications. In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 - 1) Subgrade inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that landscape maintenance of the Project is being performed in accordance with the contract documents.

- 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
- 3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
- 4) Schedule sampling and testing of construction materials in accordance with Caltrans procedures.
- 5) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
- 6) Preparing complete and accurate daily reports, calculations, Project records, payment quantity documents, reports, and correspondence related to Project activities.
- 7) Preparing Landscape Construction sketches, drawings, and cross-sections, as necessary, including a registered Landscape Architect seal on drawings as may be required by approving agencies.
- 8) Assisting in the preparation of as-built plans.
- 9) Providing inspections for environmental compliance.
- 10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- 11) Maintaining awareness of water conservation measures and monitoring Contractor's compliance with local ordinances and other regulations regarding water use.
- 12) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 13) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. The Resident Engineer will assign survey work to the CONSULTANT as needed by issuing a “Request for Survey Services”. Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

CONSULTANT shall perform construction staking and calculations as needed.

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- c) Perform construction staking as directed by Resident Engineer. .

b. Materials Testing

- 1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing as needed.

c. Public Outreach

- 1) General Public Outreach Plan will be provided and administered by SBCTA.
 - a) SBCTA's primary goal is to assure the public that SBCTA is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.
 - b) SBCTA will provide the public outreach. The primary target audiences identified for this Project include, but are not limited to:

- i. LOCAL AGENCY
 - ii. SBCTA Board
 - iii. LOCAL AGENCY and area Emergency Service Providers
 - iv. School Transportation Coordinator(s)
 - v. Local Business Community
 - i) Specific businesses with expanding priority based on proximity to work zone and detours
 - ii) Chamber of Commerce
 - vi. Commuters
 - vii. Recreational Travelers
 - viii. Trucking Industry
 - ix. Local media
 - i) Print
 - ii) Radio
 - iii) Television
- c) In the weeks prior to the selection of a construction contractor, SBCTA may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
- d) Following the emergency responders briefing, SBCTA may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
- e) Just prior to the start of field construction activities, SBCTA may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project.
- f) Prior to construction beginning, SBCTA may coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public.
- g) Near the completion of the construction Project, SBCTA will coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.
- h) At various stages throughout the Project, SBCTA may request support from CONSULTANT for the following items:

- i. Establish and maintain stakeholder and/or ‘interested parties’ list(s) – used for sharing Project updates during Project construction.
 - ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SBCTA contact information, LOCAL AGENCY contact information, photos, logos, etc.)
 - iii. Weekly media advisories. SBCTA will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place and develop the advisory.
 - iv. Emergency notices – when needed.
 - v. Assistance to develop web content for project tab on SBCTA website.
- 2) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SBCTA Public Information Office before agreeing to appear.
- 3) All media inquiries shall be directed to the SBCTA Public Information Office.
- d. Permits

CONSULTANT shall review the Project for permit compliance and coordinate with SBCTA and the design engineer to ensure that necessary permits are obtained. CONSULTANT shall assist SBCTA in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

- a. CONSULTANT shall monitor and track the following:
 - 1) Contract pay item quantities and payments
 - 2) Contract change orders
 - 3) Supplemental work items
 - 4) Agency furnished materials
 - 5) Contingency balance

6) Project budget

- b. CONSULTANT shall review and monitor Contractor's schedule by keeping an updated schedule to "shadow" that of the contractor and inform SBCTA of any significant changes or deviations in the schedule.
- c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SBCTA, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

- a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SBCTA shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.
- b. CONSULTANT shall use its best efforts to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SBCTA prior to its preparation. Unless directed otherwise by SBCTA, the preferred method of payment for Contract Change Orders should be as follows:

- 1) Agreed Price
- 2) Adjustment in compensation to a bid item
- 3) Time and materials or Force Account

CONSULTANT shall perform independent force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.

- c. CONSULTANT shall use its best efforts to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SBCTA as determined by SBCTA's Project Manager. CONSULTANT shall provide timely responses to all potential claims and maintain a correspondence log for each potential claim.

- d. CONSULTANT shall assist SBCTA, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SBCTA or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SBCTA with monthly status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built, and any other documents required by Caltrans as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SBCTA, Caltrans, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SBCTA all Project files including hard copies and electronic files.
- g. CONSULTANT shall assist SBCTA and Contractor in obtaining final release of all Project permits.

- h. Project closeout services will be completed within two months of Project acceptance or upon acceptance of the Proposed Final Estimate.

D. DELIVERABLES

1. Inspector daily reports, extra work diaries, SBCTA tentative agreement sheets and Resident Engineers' daily diaries.
2. Monthly Project Summary Reports ~~and SIQMP Monthly Reports.~~
3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
4. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after Acceptance by SBCTA of the completed construction Project.
5. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
6. All Project files, Project reports, Record As-builts, correspondence, memoranda, shop drawings, Project logs, schedule updates, change order data, claims and claim reports, and Contractor payment records per Caltrans Construction Manual.
7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items are not to be included in Other Direct Cost (ODC's) of Consultants Cost Proposal and are part of the consultants overhead. Only those items authorized by SBCTA in CONSULTANT Cost Proposal, shall be reimbursed by SBCTA.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).

5. CONSULTANT shall provide Project Office Complex and necessary supplies and equipment.

F. MATERIALS TO BE FURNISHED BY SBCTA

1. SBCTA will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SBCTA will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.
2. SBCTA will provide copies of all previously secured permits and Project authorizations.
3. SBCTA Construction Management Forms including SBCTA Construction Materials Quality Assurance Program, sample SIQMP and appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans Manuals including:

1. Construction Manual and its revisions
2. Quality Assurance Program Manual
3. Manual of Traffic Controls for Construction and Maintenance Work Zones
4. Caltrans Standard Specifications and Standard Plans
5. Caltrans SWPPP and Water Pollution Control Program (WPCP) Preparation Manual

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

The Resident Engineer and SBCTA will confer to resolve all questions, which may arise as to the quality or acceptability of deliverables furnished and work performed for this Project and are not otherwise addressed by the contract documents. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SBCTA Project Manager.

H. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by SBCTA's construction Contractor including nights and weekends. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SBCTA Project Manager.

Unless otherwise directed by SBCTA, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SBCTA.

I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SBCTA.
3. Conduct or participate in tests or third-party inspections; except as authorized in writing by SBCTA.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

This engagement is intended to provide unique services for a specific project. In the development of the Project, SBCTA has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SBCTA, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CONSULTANT shall take direction **only** from SBCTA and shall regularly inform **only** SBCTA of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SBCTA enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SBCTA. All oral and written communication with outside agencies or consultants related to the Project shall be directed only to SBCTA. Distribution of Project related communication and information shall be at the sole discretion of SBCTA representatives.

K. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this RFP, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.
3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways.
4. All safety equipment will be provided by CONSULTANT.

L. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. Again, all personnel and personnel assignments are subject to approval by SBCTA. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the Project should have the following qualifications:

1. CONSULTANT Project Manager

- a. A minimum of six (6) years' project management experience on similar highway landscape construction projects is desired.
- b. Licensed landscape architect in the State of California is desired.
- c. Accessible to SBCTA at all times during normal working hours.
- d. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.
- e. A thorough understanding of Cal-OSHA practices and procedures.
- f. The CONSULTANT Project Manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave.
 - 4) Prepare monthly reports for delivery to SBCTA.

2. Resident Engineer

- a. A minimum of eight (8) years' resident engineer experience on similar highway landscaping construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Licensed Landscape Architect in the State of California is desired.
- d. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- e. Accessible to SBCTA at all times including weekends and holidays.
- f. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- g. A thorough understanding of California Occupational Safety and Health Administration (Cal-OSHA) practices and procedures.

- h. Ability to use appropriate calculations for hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
- i. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.
- j. Ability to work independently, make effective decisions concerning construction work in progress and solve field problems.
- k. Possess a thorough understanding of all local regulatory requirements pertaining to the SWPPP and the National Pollution Discharge Elimination System (NPDES) as they relate to highway Landscape Construction projects.
- l. Possess a thorough understanding of local ordinances and other regulations regarding water use and water conservation measures as related to landscape irrigation.
- m. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.
- n. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:
 - 1) Monitor and provide daily direction to CONSULTANT construction inspection personnel.
 - 2) Assign field personnel to specific project tasks.
 - 3) Monitor and track Contractor progress.
 - 4) Prepare daily, weekly and monthly reports as required.
 - 5) Coordinate utility service installations and/or relocations with appropriate agencies and the utility inspector.
 - 6) Act as prime field contact between various project Contractors and the SBCTA Project Manager.

3. Licensed Landscape Architect

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- b. Licensed Professional Landscape Architect in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress and solve field problems.
- d. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- e. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- f. Ability to direct the efforts of subordinate inspectors.
- g. Accessible to SBCTA at all times including weekends and holidays.
- h. Reasonably accessible to SBCTA during normal working hours.
- i. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- j. Ability to use appropriate calculations for hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
- k. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.
- l. Possess a thorough understanding of local ordinances and other regulations regarding water use and water conservation measures as related to landscape irrigation.
- m. Possess a thorough understanding of all local regulatory requirements pertaining to the SWPPP and the NPDES as they relate to highway Landscape Construction projects.
- n. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.

o. Understanding of Caltrans field and construction office procedures. The Landscape Architect will assume the following functional responsibilities:

- 1) Monitor and provide direction to CONSULTANT inspection personnel concerning contractor compliance with special provisions and plant maintenance.
- 2) Monitor and track Contractor progress.
- 3) Prepare daily, weekly and monthly reports as required.

3. Field Inspector

Minimum qualifications shall be as follows:

- a. Eight years (8) construction inspection experience as related to Caltrans or other major highway Landscape Construction projects or a four-year degree in the field of civil engineering or landscape architecture and four years of similar construction experience is desired.
- b. A thorough understanding of Cal-OSHA practices and procedures.
- c. Possess general knowledge of Caltrans Erosion Control & Highway Planting Standards and construction practices, physical characteristics and properties of landscaping construction materials, and approved methods and equipment used in making physical tests of Landscape Construction materials.
- d. Possess general knowledge of hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
- e. Possess a general understanding of local regulatory requirements pertaining to the SWPPP as they relate to highway Landscape Construction projects.
- f. Possess a general understanding of local ordinances and other regulations regarding water use restrictions and water conservation measures as related to landscape irrigation.
- g. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.

- h. Possess a general understanding of Caltrans field and construction office procedures.
- i. Ability to direct the efforts of subordinate inspectors.
- j. Ability to use typical computer programs for word processing and preparing spreadsheets.
- k. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- l. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
 - 2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
 - 4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
 - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
 - 6) Provide input for the redesign of facilities to fit existing field conditions.
 - 7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Office Engineer

Minimum Qualifications shall be as follows:

- a. Four years (4) construction inspection/office engineering on similar highway Landscape Construction projects is desired.

- b. Knowledge of Caltrans Office of Highway Landscaping Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.
- g. The Office Engineer will assume the following functional responsibilities:
 - 1) Process monthly progress pay estimates, proposed final estimates, monthly status reports, extra work reports, and weekly statements of working days.
 - 2) Prepare and process contract change orders.
 - 3) Monitor construction budget and schedule.
 - 4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, material testing and inspection reports and daily, weekly, and monthly reports.
 - 5) Perform routine calculations and checking of quantities.
 - 6) Coordinate all office activities and functions with SBCTA representatives.

6. Materials Testing/Source Inspection Project Manager

- a. A minimum four (4) years' project management experience on a similar highway/bridge construction project is desired.
- b. Licensed Civil Engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.
- d. The Materials Testing/Source Inspection Project Manager will assume the following functional responsibilities:

- 1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory, field and source inspection personnel.
- 2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
- 3) Administer personal leave, subject to approval of the Resident Engineer.
- 4) Prepare monthly reports for delivery to the Resident Engineer.
- 5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.

Material testing/source inspection personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SBCTA Project Manager.

7. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel shall be certified by Caltrans and should have a minimum of two (2) years' experience in conducting material sampling and testing of the type required for the projects involved and possess the following additional capabilities:

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the Project site.
- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.
- d. Specific qualifications for technicians are as follows:
 - 1) CONSTRUCTION TECHNICIAN I
 - a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:

- i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
- ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.

b) Knowledge and Skills Required

- i. Knowledge of tools, equipment and vehicles utilized in construction.
- ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
- iii. Knowledge of basic mathematics used in the computation of a variety of construction items.
- iv. Knowledge of record keeping, preparing of documents and reports.

2) CONSTRUCTION TECHNICIAN II

a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:

- i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
- ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
- iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
- iv. Confers with construction engineers and contractors regarding construction in progress and is in conformance to specifications and construction plans.
- v. Answers questions and resolves problems.
- vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
- vii. Keeps daily diary of work progress.
- viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
- ix. Keeps accurate documentation for force accounts and possible claims.

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classification.
- ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
- iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

3) CONSTRUCTION TECHNICIAN III

a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:

- i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
- ii. Perform a variety of structural material tests and inspections.
- iii. Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
- iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
- v. Examines and verifies numeric data and material specifications on Project cost source documents, utilizing geometry and trigonometry calculations.
- vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.
- vii. Recommends approval of proposed Project changes.

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classifications.
- ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.

- iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
- iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

8. Construction Surveying Project Manager

- a. A minimum four (4) years' project management experience on similar construction projects is desired.
- b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.
- c. Accessible to the Resident Engineer and SBCTA at all times during normal working hours as specified in this Scope of Services.
- d. Under the direction of the Resident Engineer, the Survey Project Manager will be responsible for:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.

9. Field Party Chief(s)

- a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:
 - 1) A licensed Land Surveyor in the State of California.
 - 2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

- 3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in “responsible charge” of the work. “Responsible Charge” is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor’s Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).
- b. The Party Chief(s) should have a minimum two (2) years’ survey experience on similar construction projects and possess the following additional capabilities:
- 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 2) Ability to make effective decisions concerning field problems and work in progress.
 - 3) Familiarity with typical coordinate geometry computer programs.
 - 4) Familiarity with safety requirements for surveying near traffic.
- c. The Party Chief(s) will assume the following responsibilities:
- 1) Perform construction staking services for Project construction.
 - 2) Administer day to day activities for the survey party.
 - 3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
 - 4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

10. Survey Crews

- a. Qualifications for survey crew members should include the following:
- 1) A minimum of one (1) year of survey experience on similar construction projects is desired.
 - 2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.

- 3) Ability to assist Party Chiefs and office personnel in all required surveying work.
 - 4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.
- b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:
- 1) Perform basic calculations to support construction staking.
 - 2) Maintain continuous communication with Party Chiefs and office personnel.

END OF SCOPE OF WORK

San Bernardino County Transportation Authority (SBCTA)
Project: I-215 Bi-County Landscape
Contract No.: 21-1002534

CM Pre-Construction Services

Firm	Duration		Total Cost	Comments
TRC	9/1/2021-12/31/2021	3 months.	\$ 31,198.70	Limited preconstructability review, pre-construction site inventory and photos, setup project files, and bid assistance
DESI	9/1/2021-12/31/2021	3 months.	\$ 343.48	
Meadows Consultants	9/1/2021-12/31/2021	3 months.	\$ -	
Geocon	9/1/2021-12/31/2021	3 months.	\$ -	Optional Services: As-built survey for Barton Road I-215 IC
GUIDA	9/1/2021-12/31/2021	3 months.	\$ 10,677.39	
			\$ 42,219.57	

CM Construction Services 2022 - 2023 (14 months)

Firm	Duration		Total Cost	Comments
TRC	1/1/2022-2/28/2023	14 months.	\$ 722,568.55	Construction management and inspection services
DESI	1/1/2022-2/28/2023	14 months.	\$ 36,878.08	Construction electrical inspection and fiber optic testing
Meadows Consultants	1/1/2022-2/28/2023	14 months.	\$ 22,195.20	Labor compliance
Geocon	1/1/2022-2/28/2023	14 months.	\$ 26,989.12	As-Directed by SBCTA: Geotechnical testing to verify subgrade compaction
GUIDA	1/1/2022-2/28/2023	14 months.	\$ 33,852.90	Optional Services: Area surveys for quantity verification of gravel mulch areas throughout the project limits
			\$ 842,483.85	

CM Construction Services - Plant Establishment 2023 (10 months)

Firm	Duration		Total Cost	Comments
TRC	3/1/2023-12/31/2023	10 months.	\$ 89,972.01	Construction management and inspection services, includes closeout of construction and PE contract
DESI	3/1/2023-12/31/2023	10 months.	\$ -	
Meadows Consultants	3/1/2023-12/31/2023	10 months.	\$ 10,840.00	Labor compliance
Geocon	3/1/2023-12/31/2023	10 months.	\$ -	
GUIDA	3/1/2023-12/31/2023	10 months.	\$ -	
			\$ 100,812.01	

CM Construction Services - Plant Establishment 2024 (2 months) / Start EEP 2024 (10 months)

Firm	Duration		Total Cost	Comments
TRC	1/1/2024-12/31/2024	12 months.	\$ 82,071.56	Construction management and inspection services
DESI	1/1/2024-12/31/2024	12 months.	\$ -	
Meadows Consultants	1/1/2024-12/31/2024	12 months.	\$ 10,606.56	Labor compliance
Geocon	1/1/2024-12/31/2024	12 months.	\$ -	
GUIDA	1/1/2024-12/31/2024	12 months.	\$ -	
			\$ 92,678.12	

CM Construction Services - EEP 2025

Firm	Duration		Total Cost	Comments
TRC	1/1/2025-12/31/2025	12 months.	\$ 65,077.20	Construction management and inspection services
DESI	1/1/2025-12/31/2025	12 months.	\$ -	
Meadows Consultants	1/1/2025-12/31/2025	12 months.	\$ 10,350.00	Labor compliance
Geocon	1/1/2025-12/31/2025	12 months.	\$ -	
GUIDA	1/1/2025-12/31/2025	12 months.	\$ -	
			\$ 75,427.20	

CM Construction Services - EEP 2026

Firm	Duration		Total Cost	Comments
TRC	1/1/2026-12/31/2026	12 months.	\$ 67,029.36	Construction management and inspection services
DESI	1/1/2026-12/31/2026	12 months.	\$ -	Labor compliance
Meadows Consultants	1/1/2026-12/31/2026	12 months.	\$ 10,660.32	
Geocon	1/1/2026-12/31/2026	12 months.	\$ -	
GUIDA	1/1/2026-12/31/2026	12 months.	\$ -	
			\$ 77,689.68	

CM Construction Services - EEP 2027

Firm	Duration		Total Cost	Comments
TRC	1/1/2027-12/31/2027	12 months.	\$ 69,040.80	Construction management and inspection services
DESI	1/1/2027-12/31/2027	12 months.	\$ -	Labor compliance
Meadows Consultants	1/1/2027-12/31/2027	12 months.	\$ 10,980.00	
Geocon	1/1/2027-12/31/2027	12 months.	\$ -	
GUIDA	1/1/2027-12/31/2027	12 months.	\$ -	
			\$ 80,020.80	

CM Construction Services - EEP 2028

Firm	Duration		Total Cost	Comments
TRC	1/1/2028-2/28/2028	2 months.	\$ 32,989.46	Construction management and inspection services, contract closeout, and archive project files
DESI	1/1/2028-2/28/2028	2 months.	\$ -	Labor compliance and contract closeout
Meadows Consultants	1/1/2028-2/28/2028	2 months.	\$ 5,026.56	
Geocon	1/1/2028-2/28/2028	2 months.	\$ -	
GUIDA	1/1/2028-2/28/2028	2 months.	\$ -	
			\$ 38,016.02	

Total Proposed Cost: **\$ 1,349,347.25**

San Bernardino County Transportation Authority (SBCTA)

Project: I-215 Bi-County Landscape

Contract No.: 21-1002534

Phase	Item					2021 Hourly			
Pre-Construction	Personnel	Classification	Duration		Est. Hours	Rates	Total Cost	Comments	
	Steve Quezada, PE	Project Manager/Resident Engineer	9/1/2021-12/31/2021	3 months.	6.00	\$ 229.69	\$ 1,378.14	Contract administration	
	Matt Tsugawa, RLF	Landscape Architect Resident Engineer	9/1/2021-12/31/2021	3 months.	80.00	\$ 183.34	\$ 14,667.20	PS&E Constructability Review, Bid Assistance	
	Linda Smoot	Office Engineer	9/1/2021-12/31/2021	3 months.	0.00	\$ 125.66	\$ -		
	Venessa Sanchez	Office Engineer	9/1/2021-12/31/2021	3 months.	24.00	\$ 75.19	\$ 1,804.56	Set-up project filing system (physical & digital)	
	Armando Castaneda / Albert Murillo / Glenn Forbes	Landscape Construction ARE	9/1/2021-12/31/2021	3 months.	72.00	\$ 185.40	\$ 13,348.80	Pre-Construction Site Inventory and Photos	
	John Kannor (sub: DESI)	Electrical Construction ARE	9/1/2021-12/31/2021	3 months.	2.00	\$ 171.74	\$ 343.48		
	Karen Meadows (sub: Meadows Consultants)	Labor Compliance Officer	9/1/2021-12/31/2021	3 months.	0.00	\$ 127.72	\$ -		
							\$ 31,542.18		

Tasks

1. PS&E Constructability Reviews
2. Pre-Construction Site Inventory and Photos
3. Set-up project filing system
4. Bid Assistance, addenda, pre-bid meeting
5. Assist SBCTA with SMARTS (if required)
6. Pre-Construction Meeting

Optional Services: As-Built Surveying

Phase	Item					2021 Hourly		
Pre-Construction	Personnel	Classification	Duration		Est. Hours	Rates	Total Cost	Comments
	GUIDA	Survey Principal	9/1/2021-12/31/2021	3 months.	1.50	\$ 291.94	\$ 437.91	Contract administration
	GUIDA	Survey Project Manager	9/1/2021-12/31/2021	3 months.	3.50	\$ 223.25	\$ 781.38	As-built survey
	GUIDA	Licensed Party Chief	9/1/2021-12/31/2021	3 months.	20.00	\$ 193.40	\$ 3,868.00	As-built survey
	GUIDA	Chainman	9/1/2021-12/31/2021	3 months.	20.00	\$ 171.32	\$ 3,426.40	As-built survey
	GUIDA	Survey Analyst	9/1/2021-12/31/2021	3 months.	14.00	\$ 154.55	\$ 2,163.70	As-built survey
							\$ 10,677.39	

Tasks

1. As-built survey I-215 Barton IC for gravel mulch/wood mulch areas

San Bernardino County Transportation Authority (SBCTA)
Project: I-215 Bi-County Landscape
Contract No.: 21-1002534

Phase	Item					2022 Hourly Rates	2023 Hourly Rates	Total Cost	Comments
Construction	Personnel	Classification	Duration		Est. Hours				
	Steve Quezada, PE	Project Manager / Resident Engineer	1/1/2022 - 12/31/2022	12 months	24.00	\$ 236.58	\$ -	\$ 5,677.92	Resident Engineer/Contract administration.
			1/1/2023 - 2/28/2023	2 months	4.00		\$ 243.68	\$ 974.72	
	Matt Tsugawa, RLF	Landscape Architect Resident Engineer	1/1/2022 - 12/31/2022	12 months	874.00	\$ 188.84		\$ 165,046.16	Landscape Architect Resident Engineer.
			1/1/2023 - 2/28/2023	2 months	150.00		\$ 194.51	\$ 29,176.50	
	Linda Smoot	Office Engineer	1/1/2022 - 12/31/2022	12 months	96.00	\$ 129.43		\$ 12,425.28	Office Engineer/QA document control.
			1/1/2023 - 2/28/2023	2 months	16.00		\$ 133.31	\$ 2,132.96	
	Venessa Sanchez	Office Engineer	1/1/2022 - 12/31/2022	12 months	747.00	\$ 77.45		\$ 57,855.15	Office Engineer and document control.
			1/1/2023 - 2/28/2023	2 months	114.00		\$ 79.77	\$ 9,093.78	
	Armando Castaneda / Albert Murillo / Glenn Forbes	Landscape Construction ARE	1/1/2022 - 12/31/2022	12 months	1992.00	\$ 190.96		\$ 380,392.32	Full-time Construction Inspection.
			1/1/2023 - 2/28/2023	2 months	304.00		\$ 196.69	\$ 59,793.76	
	John Kannor (sub: DESI)	Electrical Construction ARE	1/1/2022 - 12/31/2022	12 months	192.00	\$ 176.89		\$ 33,962.88	Part-time Electrical Construction Inspection.
			1/1/2023 - 2/28/2023	2 months	16.00		\$ 182.20	\$ 2,915.20	
	Karen Meadows (sub: Meadows Consultants)	Labor Compliance Officer	1/1/2022 - 12/31/2022	12 months	144.00	\$ 131.55		\$ 18,943.20	Part-time Labor Compliance review of certified payrolls.
			1/1/2023 - 2/28/2023	2 months	24.00		\$ 135.50	\$ 3,252.00	
								\$ 781,641.83	

Assumptions / Additional Comments

1. Assume 14-month construction schedule.
2. Resident Engineer / Landscape Architect / Office Engineer / Electrical Construction ARE / Labor Compliance Officer are part-time positions.
3. All landscape construction inspection services provided as full-time position.
4. Per 2018 Standard Specifications, Contractor will solely be responsible for scheduling all required traffic closures and daily call-ins and call-outs.
5. Construction management will be provided in accordance with the latest edition of the Caltrans Construction Manual.
6. Work required on Holidays identified in the Special Provisions will be overtime pay to Construction Management personnel as required by the DIR Wage Determinations.

Geo-Technical Construction Services

Phase	Item					2022 Hourly Rates	2023 Hourly Rates	Total Cost	Comments
Construction	Personnel	Classification	Duration		Est. Hours				
	Geocon	Senior Engineer	1/1/2022 - 12/31/2022	12 months	48.00	\$ 222.79		\$ 10,693.92	Contract Administration / Geotechnical Engineering.
			1/1/2023 - 2/28/2023	2 months					
	Geocon	Senior Geologist	1/1/2022 - 12/31/2022	12 months	16.00	\$ 222.79		\$ 3,564.64	Geotechnical Engineering.
			1/1/2023 - 2/28/2023	2 months					
	Geocon	Geotechnical Technician	1/1/2022 - 12/31/2022	12 months	96.00	\$ 132.61		\$ 12,730.56	Compaction testing.
			1/1/2023 - 2/28/2023	2 months					
	Geocon	Geotechnical Technician	1/1/2022 - 12/31/2022	12 months	0.00	\$ 132.61		\$ -	Compaction testing. Backup technician.
			1/1/2023 - 2/28/2023	2 months					
								\$ 26,989.12	

Tasks / Assumptions / Additional Comments

1. Geotechnical services will be provided for testing of subgrade for verifying compaction of existing conditions at selected locations.
2. Geotechnical services costs are provided for budgetary purposes only. Services will be rendered as directed by SBCTA.

Optional Services: Construction Surveying

Phase	Item					2022 Hourly Rates	2023 Hourly Rates		
Construction	Personnel	Classification	Duration		Est. Hours			Total Cost	Comments
	GUIDA	Survey Principal	1/1/2022 - 12/31/2022	12 months	4.50	\$ 300.71		\$ 1,353.20	Contract administration.
			1/1/2023 - 2/28/2023	2 months	0.00			\$ -	
	GUIDA	Survey Project Manager	1/1/2022 - 12/31/2022	12 months	10.50	\$ 236.85		\$ 2,486.93	As-built survey.
			1/1/2023 - 2/28/2023	2 months	0.00			\$ -	
	GUIDA	Licensed Party Chief	1/1/2022 - 12/31/2022	12 months	60.00	\$ 206.11		\$ 12,366.60	As-built survey.
			1/1/2023 - 2/28/2023	2 months	0.00			\$ -	
	GUIDA	Chainman	1/1/2022 - 12/31/2022	12 months	60.00	\$ 182.67		\$ 10,960.20	As-built survey.
			1/1/2023 - 2/28/2023	2 months	0.00			\$ -	
	GUIDA	Survey Analyst	1/1/2022 - 12/31/2022	12 months	42.00	\$ 159.19		\$ 6,685.98	As-built survey.
			1/1/2023 - 2/28/2023	2 months	0.00			\$ -	
								\$ 33,852.90	

Tasks / Assumptions / Additional Comments

1. Construction surveying costs are provided for budgetary purposes only. Services will be rendered as directed by SBCTA.
2. Construction surveying is for verifying field measured quantities for gravel mulch, all types.

San Bernardino County Transportation Authority (SBCTA)
Project: I-215 Bi-County Landscape
Contract No.: 21-1002534

Phase	Item					2023 Hourly Rates	2024 Hourly Rates	Total Cost	Comments
Plant Establishment	Personnel	Classification	Duration		Est. Hours				
	Steve Quezada, PE	Project Manager / Resident Engineer	3/1/2023 - 12/31/2023	10 months.	20.00	\$ 243.68	\$ -	\$ 4,873.60	Resident Engineer/Contract administration
			1/1/2024 - 2/28/2024	2 months	4.00		\$ 250.99	\$ 1,003.96	
	Matt Tsugawa, RLF	Landscape Architect Resident Engineer	3/1/2023 - 12/31/2023	10 months.	253.00	\$ 194.51		\$ 49,211.03	Landscape Architect Resident Engineer
			1/1/2024 - 2/28/2024	2 months	52.00		\$ 200.34	\$ 10,417.68	
	Linda Smoot	Office Engineer	3/1/2023 - 12/31/2023	10 months.	0.00	\$ 133.31		\$ -	Office Engineer/QA document control and
			1/1/2024 - 2/28/2024	2 months	40.00		\$ 137.31	\$ 5,492.40	document archiving
	Venessa Sanchez	Office Engineer	3/1/2023 - 12/31/2023	10 months.	154.00	\$ 79.77		\$ 12,284.58	Office Engineer, document control and
			1/1/2024 - 2/28/2024	2 months	24.00		\$ 82.16	\$ 1,971.84	document archiving
	Armando Castaneda / Albert Murillo / Glenn Forbes	Landscape Construction ARE	3/1/2023 - 12/31/2023	10 months.	120.00	\$ 196.69		\$ 23,602.80	Part-time Construction Inspection, once per
			1/1/2024 - 2/28/2024	2 months	52.00		\$ 202.59	\$ 10,534.68	month
	Karen Meadows	Labor Compliance Officer	3/1/2023 - 12/31/2023	10 months.	80.00	\$ 135.50		\$ 10,840.00	
			1/1/2024 - 2/28/2024	2 months	16.00		\$ 139.56	\$ 2,232.96	
								\$ 132,465.53	

Assumptions / Additional Comments

1. One-year Plant Establishment phase (12 months).
2. All positions are part-time.
3. Per 2018 Standard Specifications, TRC will conduct one site visit per month to verify current conditions and document.
4. Additional hours are allocated at the end of Plant Establishment for final inspections, PFE, contract closeout, and archiving of project files.
5. CM Services provided include:
 - a. Prepare monthly progress payments.
 - b. Prepare WSWDs.
 - c. Prepare Monthly RE PE Reports.
 - d. Document control and archive project files at end of contract.
 - e. Monthly labor compliance reviews of contractor submitted certified payrolls.
 - f. Review and approve contractor submittals.
 - g. Prepare correspondences to SBCTA, Caltrans, and contractor as needed.
 - h. No weekly construction meetings are anticipated during Plant Establishment.

San Bernardino County Transportation Authority (SBCTA)
Project: I-215 Bi-County Landscape
Contract No.: 21-1002534

Phase	Item					2024 Hourly Rates	2025 Hourly Rates	2026 Hourly Rates	2027 Hourly Rates	2028 Hourly Rates		
EEP (4 years)	Personnel	Classification	Duration		Est. Hours						Total Cost	Comments
	Steve Quezada, PE	Project Manager / Resident Engineer	3/1/2024 - 12/31/2024	10 months.	20.00	\$ 250.99					\$ 5,019.80	Resident Enginner/Contract administratic
			1/1/2025 - 12/31/2025	12 months	24.00		\$ 258.52				\$ 6,204.48	
			1/1/2026 - 12/31/2026	12 months	24.00			\$ 266.27			\$ 6,390.48	
			1/1/2027 - 12/31/2027	12 months	24.00				\$ 274.26		\$ 6,582.24	
			1/1/2028 - 3/31/2028	2 months	6.00				\$ 282.49	\$ 1,694.94		
	Matt Tsugawa, RLF	Landscape Architect Resident Engineer	3/1/2024 - 12/31/2024	10 months.	100.00	\$ 200.34					\$ 20,034.00	Landscape Architect Resident Engineer
			1/1/2025 - 12/31/2025	12 months	120.00		\$ 206.35				\$ 24,762.00	
			1/1/2026 - 12/31/2026	12 months	120.00			\$ 212.54			\$ 25,504.80	
			1/1/2027 - 12/31/2027	12 months	120.00				\$ 218.92		\$ 26,270.40	
			1/1/2028 - 3/31/2028	2 months	48.00				\$ 225.49	\$ 10,823.52		
	Linda Smoot	Office Engineer	3/1/2024 - 12/31/2024	10 months.	0.00	\$ 137.31					\$ -	Office Engineer/QA document control and document archiving
			1/1/2025 - 12/31/2025	12 months	0.00		\$ 141.43				\$ -	
			1/1/2026 - 12/31/2026	12 months	0.00			\$ 145.67			\$ -	
			1/1/2027 - 12/31/2027	12 months	0.00				\$ 150.04		\$ -	
			1/1/2028 - 3/31/2028	2 months	20.00				\$ 154.55	\$ 3,091.00		
	Venessa Sanchez	Office Engineer	3/1/2024 - 12/31/2024	10 months.	40.00	\$ 82.16					\$ 3,286.40	Office Engineer, document control and document archiving
			1/1/2025 - 12/31/2025	12 months	48.00		\$ 84.63				\$ 4,062.24	
			1/1/2026 - 12/31/2026	12 months	48.00			\$ 87.17			\$ 4,184.16	
			1/1/2027 - 12/31/2027	12 months	48.00				\$ 89.78		\$ 4,309.44	
			1/1/2028 - 3/31/2028	2 months	40.00				\$ 92.47	\$ 3,698.80		
	Armando Castaneda / Albert Murillo / Glenn Forbes	Landscape Construction ARE	3/1/2024 - 12/31/2024	10 months.	120.00	\$ 202.59					\$ 24,310.80	Part-time Construction Inspection, once per month
			1/1/2025 - 12/31/2025	12 months	144.00		\$ 208.67				\$ 30,048.48	
			1/1/2026 - 12/31/2026	12 months	144.00			\$ 214.93			\$ 30,949.92	
			1/1/2027 - 12/31/2027	12 months	144.00				\$ 221.38		\$ 31,878.72	
			1/1/2028 - 3/31/2028	2 months	60.00				\$ 228.02	\$ 13,681.20		
	Karen Meadows	Labor Compliance Officer	3/1/2024 - 12/31/2024	10 months.	60.00	\$ 139.56					\$ 8,373.60	Monthly labor compliance reviews of contractor submitted certified payrolls and report preparation.
			1/1/2025 - 12/31/2025	12 months	72.00		\$ 143.75				\$ 10,350.00	
			1/1/2026 - 12/31/2026	12 months	72.00			\$ 148.06			\$ 10,660.32	
			1/1/2027 - 12/31/2027	12 months	72.00				\$ 152.50		\$ 10,980.00	
			1/1/2028 - 3/31/2028	2 months	32.00				\$ 157.08	\$ 5,026.56		
											\$ 305,511.42	

Assumptions / Additional Comments

- 1. Four-year Establish Existing Planting (EEP) phase (48 months).
- 2. All positions are part-time.
- 3. Per 2018 Standard Specifications, TRC will conduct one site visit per month to verify current conditions and document.
- 4. Additional hours are allocated at the end of Plant Establishment for final inspections, PFE, contract closeout, and archiving of project files.
- 5. CM Services will include:

- a. Prepare monthly progress payments.
- b. Prepare WSWDs.
- c. Prepare Monthly RE PE Reports.
- d. Document control and archive project files at end of contract.
- e. Monthly labor compliance reviews of contractor submitted certified payrolls.
- f. Change order preparation.
- g. Pre-construction meeting. No weekly construction meetings are anticipated.
- h. Correspondences with the contractor, SBCTA, and Caltrans.
- i. Review and approval contractor required submittals.

Minute Action

AGENDA ITEM: 10

Date: November 3, 2021

Subject:

State Route 210 Lane Addition and Base Line Road Interchange Project Design Contract Amendment for Time Extension

Recommendation:

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

A. Approve Amendment No. 3 to Contract No. 15-1001231 with AECOM Technical Services, Inc., to extend the contract through December 31, 2024, for Professional Engineering and Construction Support Services for the State Route 210 Lane Addition and Base Line Road Interchange Project.

B. Approve waiver of the five (5) year maximum contract duration in Policy No. 11000, and authorize extension of the contract duration beyond the five (5) year limit.

Background:

In June 2016, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the award of Contract No. 15-1001231 with AECOM Technical Services, Inc., for Professional Engineering and Construction Support Services for the State Route (SR) 210 Lane Addition and Base Line Road Interchange Project (Project) in the amount of \$10,382,474.60, with an approved contingency of \$1,038,247.46, for a total contract amount of \$11,420,722.06.

In January 2018, the Board approved Amendment No. 1 to include additional scope of work for the inclusion of the California Department of Transportation Pavement Rehabilitation Project. The additional scope also added State Highway Operations and Protection Program funds, in the amount of \$3,298,942.94, bringing the contract total to \$13,681,417.54, and contingency of \$1,038,247.46, for a total amount of \$14,719,665. In December 2018, the Executive Director approved Amendment No. 2 to extend the contract duration to December 31, 2021, in order to finalize the design phase and provide construction support.

There have also been four (4) contingency releases on the contract totaling \$204,211.76, for minor additional design work. The added work was for additional geotechnical borings, additional biological monitoring associated with these additional borings, SR 210 mainline replacement planting and irrigation design, and sidewalk realignment along Base Line Road between SR 210 and Buckeye Street. These contingency releases have been added into the total contract value and have reduced the remaining contingency. The total Board approved funding in Amendment No. 2 has not changed.

Based on the current Project schedule, it is anticipated that construction will be complete by summer 2023. Amendment No. 3 would extend the expiration date of the contract from December 31, 2021 to December 31, 2024, to provide support as needed through completion of construction activities including any unforeseen construction delays, construction as-built preparation, and closeout activities. No additional funds are needed with this amendment as it is

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

November 3, 2021

Page 2

a time extension only. The existing contract budget is anticipated to be sufficient to complete all required contract work.

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, Contract No. 15-1001231 will extend beyond the five (5) year maximum with the recommended extension. Board authorization is sought to waive the five (5) year maximum contract term provision to ensure continuity with the Project team to successfully complete and closeout the Project.

Staff recommends approval of these recommendations.

Financial Impact:

This item is consistent with the Fiscal Year 2021/2022 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0887 State Route 210 Lane Addition, and Task No. 0830 Interchange Projects, Sub-Task No. 0803 SR 210 Base Line Interchange. The funding sources include Measure I Valley Freeway Interchange Fund and Local Funds.

Reviewed By:

This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 14, 2021. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:

Dennis Saylor, Project Manager

Approved
Board of Directors
Date: November 3, 2021

Witnessed By:

General Contract Information

Contract No: 15-1001231 Amendment No.: 3

Contract Class: Payable Department: Project Delivery

Vendor No.: 0091 Vendor Name: AECOM Technical Services, Inc.

Description: SR 210 Lane Addition, Rehabilitation & Base Line Road Interchange Project - Design Contract

List Any Related Contract Nos.: C12148, C13114, 00-100791

Dollar Amount							
Original Contract		\$	10,382,474.60	Original Contingency		\$	1,038,247.46
Prior Amendments		\$	3,503,154.66	Prior Amendments		\$	(204,211.76)
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	13,885,629.26	Total Contingency Value		\$	834,035.70
	Total Dollar Authority (Contract Value and Contingency)					\$	14,719,664.96

Contract Authorization

Board of Directors Date: 11/03/2021 Board Item # 8090

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

State/Local Design

Accounts Payable

Estimated Start Date:		06/01/2016		Expiration Date:		12/31/2021		Revised Expiration Date:		12/31/2024	
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	

Juan Lizarde

Paula Beauchamp

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: 15-1001231-3_CSS (8090 : Amendment No. 3 to Contract No. 15-1001231 for SR 210 Design Contract Time Extension)

AMENDMENT NO. 3 TO CONTRACT NO. 15-1001231**FOR****PROFESSIONAL ENGINEERING AND SUPPORT SERVICES
FOR THE
STATE ROUTE 210 LANE ADDITION PROJECT****AECOM TECHNICAL SERVICES, INC.**

This Amendment No. 3 to Contract No. 15-1001231 is made by and between AECOM Technical Services, Inc., (“CONSULTANT”) and the San Bernardino County Transportation Authority (“SBCTA”):

RECITALS:

- A. SBCTA, under Contract No. 15-1001231 engaged the services of CONSULTANT to provide Design and Right-of-Way Engineering Services for the State Route (SR) 210 Lane Addition and Base Line Road Interchange Project (“Contract”).
- B. On January 4, 2018, SBCTA approved Contingency Release No. 1 in the amounts of \$77,495.11 for additional geotechnical borings and environmental permits, and Contingency Release No. 2 in the amount of \$35,319.13 for biological monitoring.
- C. On February 20, 2018, SBCTA and CONSULTANT entered into Amendment No. 1 to amend the Scope of Work to include California Department of Transportation (Caltrans) Project EA 08-1J060 SR 210 Pavement Rehabilitation, and increase the total Contract Not-to-Exceed amount (Article 5.9) from \$10,382,474.60 to \$13,681,417.50 for the design and right-of-way services.
- D. On April 9, 2018, SBCTA approved Contingency Release No. 3 in the amount of \$50,142.52 for additional Landscape and Aesthetic design requested by Caltrans.
- E. On December 17, 2018, SBCTA and CONSULTANT entered into Amendment No. 2 to amend the Contract to extend its term to December 31, 2021, and amend the Scope of Work to include construction support.
- F. On June 15, 2021, SBCTA approved Contingency Amendment No. 2D in the amount of \$41,255.00 for the City of Highland Betterments to realign the Base Line Road northerly sidewalk.
- G. SBCTA and CONSULTANT desire to amend the Contract to extend its term to December 31, 2024, to allow CONSULTANT to provide construction support services through the construction period, and to revise the contract value to incorporate previous release of contingency funds.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and SBCTA agree as follows:

1. Article 4.1 is deleted and replaced in its entirety to read as follows:

“4.1 This Contract shall go into effect on June 1, 2016, contingent upon approval by SBCTA’s Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SBCTA’s Procurement Analyst. The Contract shall end on **December 31, 2024**, unless extended by written amendment.”

2. Article 5.2 is deleted and replaced in its entirety to read as follows:

“5.2 In addition to the allowable costs, SBCTA will pay CONSULTANT a fixed fee of **\$1,081,305.85**. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.”

3. Article 5.11 is deleted and replaced in its entirety to read as follows:

“5.11 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed **\$13,885,629.26**.”

4. The Recitals set forth above are incorporated herein by this reference.

5. Except as amended by this Amendment No. 3, all other provisions of the Contract shall remain in full force and effect and are incorporated herein by this reference.

6. The Amendment No. 3 is effective upon execution by SBCTA.

-----SIGNATURES ARE ON THE FOLLOWING PAGE-----

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

AECOM TECHNICAL SERVICES, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Jeff Chapman
Vice President

By: _____
Curt Hagman
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Juanda Daniel
Assistant General Counsel

Date: _____

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Minute Action

AGENDA ITEM: 11

Date: November 3, 2021

Subject:

Appointment of Agency Engineer for Project Delivery Department

Recommendation:

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

Appoint Director of Project Delivery, Henry Stultz, Registered Civil Engineer, to serve as the San Bernardino County Transportation Authority Engineer for purposes related to the delivery of the Major Projects Program, including requirements related to the approval of Federal and State funding applications.

Background:

In January 2017, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) assigned a broader designation to the Director of Project Delivery and the Director of Transit and Rail Programs in which these Directors would be appointed as Agency Engineers over their respective programs. Because SBCTA's projects often are funded through multiple funding sources including Federal, State, and/or local contributions, SBCTA must designate a qualified (i.e. registered) Engineer in order to utilize Federal funds. Under the terms of the California Department of Transportation (Caltrans) Local Assistance Procedures Manual (LAPM), which specifies those procedures for utilizing Federal funding, the local agency engineer is required to sign various documents. It is anticipated that similar requirements might occur in other situations beyond the requirements of the Caltrans LAPM.

In January 2021, the Board authorized the reorganization of the Project Delivery and Toll Operations Department into two separate departments. A new appointment to the Director of Project Delivery was made; therefore, staff is requesting that the new Director of Project Delivery is appointed as the Agency Engineer for the Project Delivery Department. The responsibility of the Registered Civil Engineers under contract with SBCTA for their product will remain unchanged.

Financial Impact:

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

Reviewed By:

This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 14, 2021.

Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved
Board of Directors
Date: November 3, 2021

Witnessed By:

Entity: San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 12

Date: November 3, 2021

Subject:

Update to the Reorganization of the Project Delivery and Toll Operations Department

Recommendation:

Receive a status update on the reorganization of the Project Delivery and Toll Operations Department.

Background:

The intent of this agenda item is to provide a status update on the reorganization of the Project Delivery and Toll Operations Department. On November 4, 2020, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded a Program Project Management and Other Technical Services (PPM) contract in support of the Project Delivery and Toll Operations Program (Program) for \$32.5 million with a five (5) year duration. At the October 15, 2020, Board of Directors Metro Valley Study Session, Board Members understood that the annual expenditure would be approximately \$6 to \$6.5 million for consultant support and questioned whether there could be a cost savings by hiring in-house employees. Staff was requested to perform a side by side comparison and analyze the results for the Board to review.

Staff analyzed the cost differential for using all in-house staff verses on-site consultants and reported that although there would be a savings of approximately \$851,000 annually, simply replacing one on-site consultant with an in-house staff would not work long term. The workload and assignments would be shifting for Project Delivery and Toll Operations Program staff, since the grade separation program is nearly complete and the interchange program is approaching the Measure I capacity. Concurrently, the next projects to be initiated will be freeway projects which are highly complex and require greater resources not only for design, right-of-way, construction, and public outreach, but also for project controls which includes contract management, scheduling, invoicing, reimbursements, reporting, state and federal project closeout, and other activities. In addition, express lanes are under development in various phases including planning, design, construction, tolling, operations, and maintenance. These facilities require long-term employee engagement. While these projects collectively will be able to sustain in-house employees for many years to come, Measure I is nearing the end of its capacity so this evaluation cautiously developed a recommendation that allows for long-term in-house positions to be sustained and factors in succession planning.

After giving consideration to the program ahead, staff reviewed the department organization. Previously, the organization of the Project Delivery and Toll Operations Department included six (6) in-house staff and eighteen (18) on-site consultants. In January 2021, the Board authorized the creation of two separate departments, which added eight (8) new in-house positions; and that a Classification, Compensation and Organizational Review Study (Study) be performed. Three positions, the two Directors and a Construction Manager position are now filled. Recent results of the Study were reported at the September 2021 General Policy Committee along with staff's request to remove a requested in-house Project Manager position and replace it with a Project Controls staff position. This request was made because greater need for long-term

Entity: San Bernardino County Transportation Authority

support of Project Managers and Construction Managers was identified. This substitution was approved by the Board and allows for this need to be met.

With the Study complete, the remaining five (5) Project Controls staff positions can be advertised. After hiring the new staff members the number of on-site consultants will be reduced by the same number. As a reminder, the reorganization does not fully eliminate the need for on-site consultant support, on-call support, nor does it affect the continued need for SBCTA to contract for right-of-way, legal, and environmental support services.

Although this first year is a transitional year, as committed, a full report will be performed regarding the cost differential due to this change. It was estimated that the first year of this organization would cost about \$450,000 and the following annual savings would be approximately \$392,000. The cost may be less this year due to the fact that this year is transitional, projects have moved into construction, and a consultant has changed firms, yielding a two (2) person deficit. The report will likely be presented in spring as part of the budgetary process. Please see the table below for a depiction of the implementation of the Board approved action in conjunction with a staffing adjustment to meet the current project requirements.

Project Delivery and Toll Operations Department Reorganization

Revising positions from On-site Consultant to In-House Staff

per Board of Directors direction, January 2021

Previous Staff (24)

In House Staff (6)

Director of Project Delivery and Toll Operations

Toll Operations Administrator

Corridor Manager

Project Delivery Manager

Construction Manager

Project Controls Manager

Consultant Staff (18)

Project Managers 7

Construction Managers 4

Project Controls Staff 7

Current Staff (23)

In House Staff (14)

Director of Project Delivery and Toll Operations

Director of Project Delivery

Director of Toll Program

Toll Operations Administrator

Corridor Manager

Project Delivery Manager

Construction Manager

Construction Manager

Chief of Project Controls (position change only)

5 Project Controls Staff (to be hired)

Consultant Staff (9)

Project Managers 6

Construction Manager 1

Project Controls Staff 2*

* Two Consultant Project Controls staff will remain after the five in-house positions are filled.

Board of Directors Agenda Item
November 3, 2021
Page 3

Financial Impact:

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

Reviewed By:

This item was received by the Board of Directors Metro Valley Study Session on October 14, 2021.

Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved
Board of Directors
Date: November 3, 2021

Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 13

Date: November 3, 2021

Subject:

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

Recommendation:

That 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
Timeliness of Prior Project Completion – Ability to demonstrate project completion in a timely manner.	5

Entity: San Bernardino County Transportation Authority

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 was reviewed and unanimously recommended for approval by the General Policy Committee on October 13, 2021. The result of the award has been emailed to the Transportation Technical Advisory Committee.

Responsible Staff:

Ginger Koblasz, Senior Planner

Approved
Board of Directors
Date: November 3, 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 - DPW	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 (8079 : 2021 TDA Article 3 Awards - Bicycle & Pedestrian Projects)

Minute Action

AGENDA ITEM: 14

Date: November 3, 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 Transportation 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 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 was received by the General Policy Committee on October 13, 2021.

Responsible Staff:

Steve Smith, Director of Planning

Approved
Board of Directors
Date: November 3, 2021

Witnessed By:

Minute Action

AGENDA ITEM: 15

Date: November 3, 2021

Subject:

Amendment No. 2 to Agreement No. 19-1002203 for Regional Rideshare and Vanpool Program Online System

Recommendation:

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

Approve Amendment No. 2 to Contract No. 19-1002203 with Trapeze Software Group, Inc., increasing the not-to-exceed contract amount from \$1,057,159 to \$1,167,042, contingent upon receipt of valid certificates of insurance.

Background:

On July 7, 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the merging of regional rideshare activities with Los Angeles County Metropolitan Transportation Authority (LA Metro), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), and Ventura County Transportation Commission (VCTC). The action included approval of Amendment No. 1 to Contract No. 19-1002203 with Trapeze Software Group, Inc. for regional rideshare and vanpool support activities to incorporate additional sub-licenses and consolidate software. The total contract amount approved by the Board on July 7, 2021 included implementation costs, maintenance and hosting for Fiscal Year (FY) 2021/2022, FY 2022/2023 and FY 2023/2024, and a \$75,000 contingency.

Inadvertently, the contract value for Amendment No. 1 to Contract No. 19-1002203 did not include FY 2021/2022 maintenance and hosting expenses. It was missed in the compiling and revising of Exhibit B.1 to Attachment 1, Cost Proposal Form. Staff requests approval of Amendment No. 2 to Contract No. 19-1002203, in order to correct the error, which increases the contract value by \$109,883, from \$1,057,159 to \$1,167,042. Of this increase, \$62,109.62 will be reimbursed by RCTC for their share of the FY 2021/2022 services. SBCTA is responsible for the remaining \$47,773.38, which is included in the existing program budget. LA Metro, OCTA, and VCTC are not responsible for any of the FY 2021/2022 maintenance and hosting expenses due to only RCTC and SBCTA being active for services under the contract during the year, and the five county consolidation not being effective until FY 2022/2023.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 14, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Nicole Soto, Management Analyst II

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
November 3, 2021
Page 2

Approved
Board of Directors
Date: November 3, 2021
Witnessed By:

San Bernardino County Transportation Authority

Contract No:	<u>19-1002203</u>	Amendment No.:	<u>2</u>
Contract Class:	<u>Payable</u>	Department:	<u>Transit</u>
Vendor No.:	<u>03325</u>	Vendor Name:	<u>Trapeze Software Group</u>
Description:	<u>Regional Rideshare and Vanpool Program Online System</u>		
List Any Related Contract Nos.:	<u>21-1002572</u>		

Dollar Amount							
Original Contract		\$	350,000.00	Original Contingency		\$	-
Prior Amendments		\$	707,159.00	Prior Amendments		\$	-
Current Amendment		\$	109,883.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,167,042.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	1,167,042.00

Board of Directors	Date: 11/03/2021	Board	Item # 8081
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Other Contracts	Sole Source?	N/A	No Budget Adjustment
Local	Professional Services (Non-A&E)		

Estimated Start Date:							07/31/2019		Expiration Date:							06/30/2022		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	\$	1,167,042.00							\$	-										
GL:	4180	30	0314	0320	52001	41100000			MSI Valley TMS							161,468.02	-										
GL:	4280	30	0314	0320	52001	41100000			MSI Victor Valley TMS							40,367.01	-										
GL:	6010	30	0314	0320	52001	42902010			RCTC							48,086.97	-										
GL:	6010	30	0314	0320	52001	42902011			RCTC							64,610.00	-										
GL:	6010	30	0314	0320	52001	42902012			RCTC							186,444.00	-										
GL:	6010	30	0314	0320	52001	42904004			LACMTA							494,105.00	-										
GL:	6010	30	0314	0320	52001	42901004			OCTA							137,466.00	-										
GL:	6010	30	0314	0320	52001	42909019			VCTC							34,495.00	-										
GL:																-	-										
GL:																-	-										

Carrie Schindler

Task Manager (Print Name)

Additional Notes:

AMENDMENT NO. 2 TO CONTRACT NO. 19-1002203

FOR

**REGIONAL RIDESHARE AND VANPOOL PROGRAM ONLINE SYSTEM
(TRAPEZE SOFTWARE GROUP, INC. DBA TRIPSPARK TECHNOLOGIES)**

This Amendment No. 2 to Contract No. 19-1002203 is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA" or "Licensee"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Trapeze Software Group, Inc. dba TripSpark Technologies ("CONSULTANT" or "TripSpark"), whose address is 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402. SBCTA and CONSULTANT are each a "Party" and collectively the "Parties".

RECITALS

- A. On September 5, 2019, SBCTA and CONSULTANT entered into Contract No. 19-1002203 ("Contract"), setting forth the terms and conditions for Regional Rideshare and Vanpool Program Online System; and
- B. On August 16, 2021 SBCTA and CONSULTANT amended the Contract to add additional agencies into the Regional Rideshare Online System; and
- C. SBCTA and CONSULTANT desire to correct an error in Exhibit B.1, "Cost Proposal Form", to Attachment 1 to the Contract.

NOW, THEREFORE, in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and CONSULTANT agree as follows:

1. Exhibit B.1, "Cost Proposal Form" is replaced with Exhibit B.2, "Cost Proposal Form" attached hereto, and added to Exhibit B to Attachment 1.
2. ARTICLE 3. COMPENSATION, Section 3.2 is deleted in its entirety and replaced with the following:

"The total Contract Not-To-Exceed Amount is One Million One Hundred Sixty-Seven Thousand Forty-Two Dollars (\$1,167,042), as identified under Exhibit B.2 to Attachment 1 to the Contract, (Software License and Maintenance Agreement). All Work provided under this Contract is to be performed as set forth in Exhibit C, "Scope of Work," to Attachment 1 and shall be reimbursed pursuant to Exhibit B.2, "Price Form," to Attachment 1. The rates identified in Exhibit B.2 shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B.2. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the current authorized rates for state employees under the State Department of Human Resources rules located at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B.2 or agreed to and approved by SBCTA as required under this Contract."

3. The Recitals set forth above are incorporated herein by this reference.
4. Except as amended by this Amendment No. 2, all other provisions of the Contract shall remain in full force and effect and are incorporated herein by this reference.
5. This Amendment No. 2 is effective upon execution by SBCTA.

-----SIGNATURES ARE ON THE FOLLOWING PAGE-----

DRAFT

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

TRAPEZE SOFTWARE GROUP, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Bill Delaney
President

Date: _____

By: _____
Geoff Allan
CFO

By: _____
Curt Hagman
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Procurement Manager

Exhibit B-2

Exhibit B - Cost Proposal Form

RCTC/SBCTA License & Implementation

Description	Project Administration	RidePro Admin (License Expansion)	RidePro Web (license expansion)	RidePro Pool Management (license expansion)	RidePro Maintenance Monitoring (license expansion)	RidePro AVR (new module)	RidePro Trip (new module)	RidePro Sisense (1 additional developer)	RidePro Incentives (new module)	Total
License/Hardware Fees	\$0	\$62,225	\$79,059	\$29,525	\$12,674	\$50,936	\$58,706	\$0	\$58,706	\$351,829
Discount	\$0	-\$62,225	-\$79,059	-\$29,525	-\$12,674	-\$50,936	-\$58,706	\$0	-\$58,706	-\$351,829
Implementation Service	\$22,000	\$6,875	\$37,188	\$7,500	\$0	\$5,625	\$938	\$2,500	\$13,125	\$95,750
Expense	\$1,700	\$0	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0	\$6,200
Total	\$23,700	\$6,875	\$41,688	\$7,500	\$0	\$5,625	\$938	\$2,500	\$13,125	\$101,950

RCTC/SBCTA Maintenance & Hosting

(July 1, 2020 - June 30, 2021)

Fiscal Year	County	RidePro Licenses	RidePro Maintenance	RidePro Incentives Maintenance	RidePro Hosting	RidePro Incentives Hosting	SiSense Reporting Services	Email Services	Vanpool	Total Costs
FY 21	RCTC	\$0.00	\$29,027.15	\$5,348.87	\$6,270.50	\$389.50	\$6,645.84	\$91.67	\$14,336	\$62,110
FY 21	SBCTA	\$0.00	\$29,027.15	\$5,348.87	\$6,270.50	\$389.50	\$6,645.84	\$91.67	\$0	\$47,774
FY 21 Totals		\$0	\$58,054	\$10,698	\$12,541	\$779	\$13,292	\$183	\$14,336	\$109,883

Annual Maintenance & Hosting

(July 1, 2021 - June 30, 2024)

Fiscal Year	County	RidePro Licenses ¹	RidePro Maintenance ¹	RidePro Incentives Maintenance ²	RidePro Hosting ¹	RidePro Incentives Hosting ²	SiSense Reporting Services ¹	Email Services ¹	Vanpool ³	Total Costs
FY 22	LACMTA	\$0	\$89,920	\$17,872	\$18,782	\$4,856	\$17,204	\$804	\$0	\$149,438
FY 22	OCTA	\$0	\$27,568	\$0	\$5,758	\$0	\$5,275	\$247	\$0	\$38,847
FY 22	RCTC	\$0	\$20,053	\$3,986	\$4,188	\$1,083	\$3,837	\$179	\$15,053	\$48,379
FY 22	SBCTA	\$0	\$18,639	\$3,705	\$3,893	\$1,007	\$3,566	\$167	\$0	\$30,976
FY 22	VCTC	\$0	\$7,540	\$0	\$1,575	\$0	\$1,443	\$67	\$0	\$10,625
FY 22 Totals		\$0	\$163,720	\$25,562	\$34,196	\$6,946	\$31,324	\$1,464	\$15,053	\$278,266
FY 23	LACMTA	\$0	\$94,416	\$18,766	\$19,721	\$5,093	\$18,064	\$845	\$0	\$156,910
FY 23	OCTA	\$0	\$28,947	\$0	\$6,046	\$0	\$5,538	\$259	\$0	\$40,790
FY 23	RCTC	\$0	\$21,056	\$4,185	\$4,398	\$1,137	\$4,029	\$188	\$15,805	\$50,798
FY 23	SBCTA	\$0	\$19,571	\$3,890	\$4,088	\$1,057	\$3,744	\$175	\$0	\$32,525
FY 23	VCTC	\$0	\$7,917	\$0	\$1,654	\$0	\$1,515	\$71	\$0	\$11,156
FY 23 Totals		\$0	\$171,906	\$26,841	\$35,906	\$7,293	\$32,890	\$1,538	\$15,805	\$292,179
FY 24	LACMTA	\$0	\$99,137	\$19,704	\$20,707	\$5,354	\$18,968	\$887	\$0	\$164,756
FY 24	OCTA	\$0	\$30,394	\$0	\$6,348	\$0	\$5,815	\$272	\$0	\$42,829
FY 24	RCTC	\$0	\$22,108	\$4,394	\$4,618	\$1,194	\$4,230	\$198	\$16,596	\$53,338
FY 24	SBCTA	\$0	\$20,549	\$4,084	\$4,292	\$1,110	\$3,932	\$184	\$0	\$34,151
FY 24	VCTC	\$0	\$8,313	\$0	\$1,736	\$0	\$1,590	\$74	\$0	\$11,714
FY 24 Totals		\$0	\$180,501	\$28,183	\$37,701	\$7,658	\$34,535	\$1,615	\$16,596	\$306,787
3-year Subtotals:		\$0	\$516,127	\$80,586	\$107,803	\$21,896	\$98,749	\$4,617	\$47,454	\$877,232

Summary

County Split:	Implementation + FY21 Maint + ODC's	FY22 Costs	FY23 Costs	FY24 Costs	FY 22-24 Contingency	Total Costs
LACMTA	\$0.00	\$149,438.46	\$156,910.39	\$164,755.74	\$23,000.00	\$494,104.60
OCTA	\$0.00	\$38,847.38	\$40,789.75	\$42,829.18	\$15,000.00	\$137,466.31
RCTC	\$135,193.67	\$48,378.91	\$50,797.86	\$53,337.71	\$18,000.00	\$305,708.15
SBCTA	\$79,616.20	\$30,975.75	\$32,524.54	\$34,150.73	\$18,000.00	\$195,267.22
VCTC	\$0.00	\$10,625.01	\$11,156.26	\$11,714.06	\$1,000.00	\$34,495.33
Totals:	\$214,809.87	\$278,265.51	\$292,178.79	\$306,787.43	\$75,000.00	\$1,167,041.61

*Summary table for SBCTA's internal use. For purposes of this Contract, the Contingency amounts assigned to the agencies as shown in the table above are estimates only and can be adjusted by SBCTA per a separate contract between the agencies.

CONTINGENCY:

\$75,000 contingency for modifications or enhancements is available and can only be used to pay for project work upon express written authorization by SBCTA pursuant to a mutually agreed upon work order.

ASSUMPTIONS:

- Taxes, if applicable, are not included.
- RidePro Sisense is a third party licensed service.
- RidePro Software to be configured to recognize service areas of vanpool services of SBCTA and Sublicensee, pursuant to Exhibit C "Statement of Work." Prequalification and subsidy application processes will recognize geographic boundaries of other programs, and refer applicants to the other programs when geographically qualifying for them.
- Generic Software modules provided in base price. No additional software customizations are known to be required at this time. Software customizations can incur additional fees, which would be funded via implementation contingency upon SBCTA authorization.
- Existing web site branding of www.RideTheLoop.com will be retained, with existing functionality.
- Project Introduction/Operational review would be conducted via webinar.
- Software license would be limited to use by the public within client's service region.
- Software and Database installation will be on TripSpark provided servers.
- Services do include configuration of mobile apps for iPhone or Android, for each of www.ridetheloop.com, vanclub.net, iecommuter.org.
- Implementation Contingency can only be used to pay for project work upon express written authorization by SBCTA.
- Long term Software Maintenance Support fees, Hosting Service fees and Third Party Sisense fees will cover both SBCTA and Sublicensees for the corresponding annual periods identified above only. For all future annual renewal periods subsequent to the June 30, 2024 expiry date, pricing will be subject to prevailing TripSpark pricing.
- Services presume that Sublicensees will utilize same operating procedures as SBCTA. TripSpark will provide standard Services. Should Services beyond those enumerated in Exhibit C "Statement of Work" are requested by Licensee, Services will be billed at the current daily 2021 rate of \$1,300 US per day. All future yearly rates are subject to TripSpark's then prevailing pricing.

PAYMENT SCHEDULE:

- 1) \$76,462.51 of RCTC/SBCTA License & Implementation Fee has already been paid by SBCTA to TripSpark as of the effective date of this Amendment No. 1 including an additional \$476.63 in applicable taxes and \$2,500 contingency.
- 2) \$22,786.69 of RCTC/SBCTA License & Implementation Fee due upon execution of Amendment No. 1.
- 3) \$2,700.80 of RCTC/SBCTA License & Implementation Fee due upon Regional Rideshare Database Merger Services Completion pursuant to Exhibit C-Statement of Work.
- 5) 100% of Annual maintenance fees, Third-Party Sisense Services fees, and Hosting fees billed annually on the annual renewal date of July 1. Effective July 1, 2024, all future annual Software maintenance fees, Third-Party Sisense Services fees and Hosting Services fees shall be subject to the TripSpark's then prevailing pricing.

Minute Action

AGENDA ITEM: 16

Date: November 3, 2021

Subject:

Delegation of Annual Renewals of End User License Maintenance and Support Agreements and Purchase Orders with TransTrack Systems, LLC

Recommendation:

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

Authorize the Executive Director, or his designee, to approve annual renewals with TransTrack Systems, LLC, for the End User License Maintenance and Support Agreements to store operating data and reports for bus, vanpool and future Arrow service, and to execute annual purchase orders for up to a ten (10) year period with TransTrack Systems, LLC, for a total not-to-exceed amount of \$570,000 in accordance with Procurement Policy No. 11000, Section VI.A.4.

Background:

On June 1, 2005, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved a Sole Source Purchase Order (Exhibit A) with TransTrack Systems, LLC, for the purchase of an End User License (Exhibit B) and professional services for report design, training and support of a transit operating and performance reporting system for use by all bus operators in San Bernardino County. SBCTA funded this initial software implementation to have the bus operators' data streamlined electronically and into the same software that can be accessed by SBCTA staff to report operational data to the Board, and for funding and program planning. This data is uploaded to the TransTrack system by the bus operators and also assists them in generating National Transit Database (NTD) reports in the format required by the Federal Transit Administration (FTA). In 2017, SBCTA's vanpool subsidy program was added to the TransTrack license to also allow staff to generate NTD reports, in addition to having vanpool operating data stored in the same reporting system as the bus operators. After initial launch and purchase of the TransTrack End User License, responsibility was transferred to each bus operator to annually renew and pay for the End User License Maintenance and Support Agreement. Since 2005, the bus operators have continued to renew the license agreement and use the TransTrack system. The annual cost for SBCTA's current licenses is approximately \$31,000.

In preparation for launch of Arrow service, staff has met with Metrolink and TransTrack to discuss adding a rail module to SBCTA's existing license for reporting operating data to SBCTA's Board on a quarterly basis as part of the Multimodal Transportation Quarterly Update. A data connection will be included with the rail module so that the Arrow data will automatically upload to SBCTA's TransTrack account. The estimated cost for adding the rail component to the software is approximately \$55,000. The annual cost for license and maintenance support will be approximately \$16,000. Both the implementation and annual license and maintenance costs will be the responsibility of SBCTA.

SBCTA has renewed, and will need to continue to renew, annually the TransTrack's End User License Maintenance and Support Agreement in order to access bus operator data, vanpool data, and, if approved by the Board, Arrow data. Recurring annual renewals of the TransTrack End
Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

November 3, 2021

Page 2

User License exceeds five years since its initial license purchase, and is beyond the Executive Director's authority. Therefore, staff requests the Board delegate authority to the Executive Director, or his designee, to approve and execute annual renewals of TransTrack's End User License Maintenance and Support Agreements at his/her discretion for a period of 10 years, beginning Fiscal Year (FY) 2021/2022 and ending Fiscal Year 2030/2031. Accompanying the annual End User License Maintenance and Support Agreements is a request to delegate to the Executive Director, or his designee, authority to execute an annual Purchase Order with TransTrack Systems, LLC, for implementation of the rail module and annual license and maintenance support for all three services, bus, vanpool and rail, up to a 10-year period for FY 2021/2022 through FY 2030/2031. The annual purchase orders will be approximately \$100,000 the first year (which includes the addition of the rail component) and approximately \$47,000 thereafter. Both requests are in accordance with SBCTA Procurement Policy No. 11000, updated and approved by the Board on October 6, 2021, pursuant to which Section IV.B.4 allows maximum terms for Contracts or Purchase Orders for software license agreements and related maintenance and support services up to 10 years.

Proceeding with a non-competitive procurement for this software license and maintenance agreement with TransTrack Systems, LLC, is allowed under SBCTA Procurement Policy No. 11000, specifically Section VI.A.4, to maintain compatibility and functionality with bus operators as TransTrack Systems, LLC, is the only provider of license and service agreements for the TransTrack System. The same software is required primarily since the bus operators continue to upload their operational and financial data to TransTrack and the additions of SBCTA's vanpool program and, if approved, Arrow service into this same system. Delegation of the annual renewals and Purchase Orders will be brought back to the Board every 10 years unless all county bus operators were to discontinue use of the TransTrack system and a new system was procured.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 14, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item.

Responsible Staff:

Nicole Soto, Management Analyst II

Approved
Board of Directors
Date: November 3, 2021

Witnessed By:



San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715

Phone: (909) 884-8276

Fax: (909) 885-4407

Web: www.sanbag.ca.gov



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 24

Date: June 1, 2005

Subject: Sole Source Procurement for a Transit Operating and Performance System

- Recommendation:***
1. Approve Sole Source Purchase Order 0599W with TransTrack Systems for the purchase of an End User License and professional services for report design, training and support of a transit operating and performance reporting system in the amount of \$55,000.00 as identified in the Financial Impact Section.
 2. Approve Amendment to SANBAG Budget Task 0530905 – General Transit, increasing the task budget by \$40,000.00 for a new total of \$276,513 as identified in the Financial Impact Section.

Background: One of the findings and recommendations from the FY 2000-2002 Triennial Performance Audit of SANBAG acknowledged the attempts to implement the Transit Operating and Performance Reporting System (TOPRS). At the time of the audit this Access-based beta program had been installed at each of the six transit systems within the County and SANBAG had a purchase order with a firm to assist in implementation and reporting of data and performance. However, not all systems followed through with implementation and support from the firm that developed the system has been near non-existent. In fact no funds have been disbursed from the purchase order and staff will be canceling it.

*

Approved
San Bernardino Associated Governments
Board of Directors

Date: June 1, 2005

Moved: Valles

Second: Cortes

In Favor: 28

Opposed: 0

Abstained: 0

Witnessed:

Anna Aldana

A new web-based system, TransTrack, has been developed and successfully tested at the Montebello Bus Lines. Attached to this item is an example of the types of reports available to the transit systems using this program. SANBAG has, through the development of the transit operators' multi-year operating and capital plan, provided the funding (State Transit Assistance Funds) necessary for each operator to participate in this web-based reporting system.

However, in order to report transit operator operating and performance data from the six transit systems in the County to the Board, SANBAG needs to acquire an End User License and will need to develop custom reports. The basic license fee of \$10,000 represents a fifty percent reduction in cost to SANBAG. The professional services in the amount of \$45,000 will involve: 1) a business assessment that will consider reporting specifications, 2) implementation and training, and 3) maintenance and support. The annual maintenance and support fee for SANBAG will be \$12,000.

Sole Source:

Due to the proprietary nature of the transit operating and performance reporting program, this will be a sole source procurement. This unique transit operating and performance program has been successfully implemented at the Montebello Bus Lines. This procurement, along with the implementation of the web based program with each transit system, will allow for the preparation of quarterly transit performance reports to the SANBAG Board. It will also enable SANBAG staff to monitor the performance of each transit system and if necessary, make recommendation to improve performance – a responsibility of SANBAG acting as the county transportation commission.

Financial Impact:

This item is not consisted with the SANBAG Fiscal Year 2004/2005 budget. An amendment to Task 0530905 – General Transit adding \$40,000 in new funds for a total of \$276,513 is required. Funding for this purchase order will be provided from Local Transportation Funds (LTF) made available to SANBAG for planning purposes when the revised LTF Apportionment was approved by the Board in February, 2005. The remaining \$15,000 will become available from the cancelled purchase order.

Reviewed By:

This item was unanimously recommended for approval by the Administrative Committee on May 18, 2005. The End Users License will be reviewed by SANBAG legal counsel prior to the Board approval.

Responsible Staff:

Michael Bair, Director of Transit and Rail Programs

PURCHASE ORDER REQUEST

NOTE: Do not use a purchase order for construction projects, roadwork, purchase or lease of real property, and employment contracts.

Short Description of PO to be included in monthly procurement report.
(Required) Use up to a maximum of 27 characters to provide a short description.

**Purchase of End User License
and Professional Services
related to TransTrack**

VENDOR: TransTrack Systems

Vendor ID _____

ADDRESS: 265 Belmont Avenue, Long Beach, CA 90803

PHONE: (562)497-0835

PO End Date (required): June 30, 2006

PO # (if released for RFP/RFQ): 05099W

Item Description	Order Quantity	Task #	Cost Code	Amount
End User License Fee	1	0530905	5541	\$ 10,000.00
Professional Services		0530905	5553	\$ 45,000.00
				\$
				\$
				\$
				\$
Shipping/Handling				\$
TOTAL				\$ 55,000.00



Attach any special instructions that are to be noted on the purchase order.

Please answer the following questions regarding the selection process:

Was the County Pre-Approved Vendor List used? ☒ No ☐ Yes

Was an informal competitive bid process done? ☒ No ☐ Yes -- complete Informal Bid Process Form (Page 2).

Is this a sole source purchase order? ☐ No ☒ Yes - If so, why? Proprietary Software is involved.

Requested By: Michael Bair	Date 5-06-05
P.O. Manager's Signature 	Date
Approved by Task Manager (Signature) 	

Filename: Agreements\PO05-099W

**ATTACHMENT 2
SANBAG OVERSIGHT AGENCY PRICE QUOTE**

Bid Price Per Transit Operator for SANBAG	Price List Oversight Agency	Bid Price SANBAG Oversight Agency
Phase I Business Assessment		
Process Review & Report Specification	40 hours	6 hours
View Specification & Look-Up View Definitions	16 hours	3 hours
Contract Negotiation	4 hours	1 hour
Subtotal Phase I	60 hours	10 hours
	\$ 15,000	\$ 2,500
Phase II Implementation & Training		
Create Agency, Logo, & Actions	22 hours	22 hours
Agency Views, Set-Up, & Group Security	20 hours	20 hours
Orientation Training	16 hours	7 hours (c)
Process Training	-	-
Week Six Follow-Up Training	16 hours	7 hours (c)
Set-Up Data Entry (e.g., Route Profiles)	-	-
Documentation & Training Materials	24 hours	20 hours
Custom Report Development	-	120 hours
Basic License Fee	\$ 20,000	\$ 10,000
Modular Add-Ons	\$ -	\$ -
Subtotal Phase II	98 hours	196 hours
	\$ 35,000	\$ 40,500
Phase III Maintenance & Support (a)		
Annual Technical Support & Back-Up	40 hours	40 hours
Annual Training & Support	40 hours	20 hours
Subtotal Phase III	80 hours	60 hours
	\$ 15,000	\$ 12,000
Total First Year	238 hours	266 hours
	\$ 65,000	\$ 55,000

(a) Annual Maintenance & Support costs. (b) Yellow indicates additions to standard price list.

(c) For five small operators in San Bernardino County and SANBAG, training to be conducted in central location for all operators. Additional training at operator sites may be arranged on a time and materials basis.



**FY 2003 -- Monthly Performance Report****Systemwide Summary****Performance Statistics for the Month of July**

Statistic	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Passengers Per Rev. Hr.	Cost Per Passenger	Cost Per Rev. Hr.	Passenger Revenue Per Passenger	Passenger Revenue Per Rev. Hr.	Farebox Recovery Ratio
Routes:										
10	313,594	5,196.5	\$268,555	\$169,008	60.3	\$0.86	\$51.68	\$0.54	\$32.52	62.93%
20	102,273	2,402.8	\$124,177	\$58,204	42.6	\$1.21	\$51.68	\$0.57	\$24.22	46.87%
30	63,071	1,459.6	\$75,432	\$26,320	43.2	\$1.20	\$51.68	\$0.42	\$18.03	34.89%
40	242,711	5,540.3	\$286,323	\$129,506	43.8	\$1.18	\$51.68	\$0.53	\$23.38	45.23%
50	80,966	2,748.9	\$142,063	\$45,078	29.5	\$1.75	\$51.68	\$0.56	\$16.40	31.73%
60	19,937	521.4	\$26,946	\$15,370	38.2	\$1.35	\$51.68	\$0.77	\$29.48	57.04%
65	2,579	160.8	\$8,310	\$1,483	16.0	\$3.22	\$51.68	\$0.58	\$9.22	17.85%
70	14,670	628.5	\$32,481	\$7,230	23.3	\$2.21	\$51.68	\$0.49	\$11.50	22.26%
88	12,995	371.8	\$19,215	\$6,602	35.0	\$1.48	\$51.68	\$0.51	\$17.76	34.36%
90	5,037	352.0	\$18,191	\$4,240	14.3	\$3.61	\$51.68	\$0.84	\$12.04	23.31%
DAR	1,765	628.7	\$48,400	\$975	2.8	\$27.42	\$76.98	\$0.55	\$1.55	2.01%
ML	6,763	528.0	\$21,120	\$4,565	12.8	\$3.12	\$40.00	\$0.67	\$8.65	21.61%
Programs:										
Local Bus Service	857,833	19,382.6	\$1,001,694	\$463,040	44.3	\$1.17	\$51.68	\$0.54	\$23.89	46.23%
Rail Transit Link	6,763	528.0	\$21,120	\$4,565	12.8	\$3.12	\$40.00	\$0.67	\$8.65	21.61%
Senior Dial-A-Ride	1,765	628.7	\$48,400	\$975	2.8	\$27.42	\$76.98	\$0.55	\$1.55	2.01%
Modes:										
Bus (Motorbus)	864,596	19,910.6	\$1,022,814	\$467,605	43.4	\$1.18	\$51.37	\$0.54	\$23.49	45.72%
Demand Response	1,765	628.7	\$48,400	\$975	2.8	\$27.42	\$76.98	\$0.55	\$1.55	2.01%
System Total:	866,361	20,539.3	\$1,071,214	\$468,580	42.2	\$1.24	\$52.15	\$0.54	\$22.81	43.74%



FY 2003 -- Monthly Performance Report

Systemwide Summary

Performance Statistics for Year-To-Date -- July 1, 2002 to June 30, 2004

Statistic	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Passengers Per Rev. Hr.	Cost Per Passenger	Cost Per Rev. Hr.	Passenger Revenue Per Passenger	Passenger Revenue Per Rev. Hr.	Farebox Recovery Ratio
Routes:										
10	3,725,617	67,952.7	\$4,374,555	\$2,096,197	54.8	\$1.17	\$64.38	\$0.56	\$30.85	47.92%
20	1,189,659	28,385.1	\$1,834,248	\$717,843	41.9	\$1.54	\$64.62	\$0.60	\$25.29	39.14%
30	732,102	14,069.9	\$902,991	\$325,091	52.0	\$1.23	\$64.18	\$0.44	\$23.11	36.00%
40	2,860,180	66,035.5	\$4,262,150	\$1,506,494	43.3	\$1.49	\$64.54	\$0.53	\$22.81	35.35%
50	1,096,692	34,307.7	\$2,205,886	\$635,461	32.0	\$2.01	\$64.30	\$0.58	\$18.52	28.81%
60	202,997	6,052.7	\$391,217	\$139,455	33.5	\$1.93	\$64.64	\$0.69	\$23.04	35.65%
65	35,213	1,746.7	\$112,400	\$21,183	20.2	\$3.19	\$64.35	\$0.60	\$12.13	18.85%
70	164,565	7,276.0	\$470,418	\$86,003	22.6	\$2.86	\$64.65	\$0.52	\$11.82	18.28%
88	105,187	2,783.4	\$179,515	\$59,257	37.8	\$1.71	\$64.49	\$0.56	\$21.29	33.01%
90	55,090	4,058.4	\$262,330	\$47,631	13.6	\$4.76	\$64.64	\$0.86	\$11.74	18.16%
DAR	19,723	7,821.3	\$707,281	\$10,496	2.5	\$35.86	\$90.43	\$0.53	\$1.34	1.48%
ML	80,697	6,096.0	\$260,106	\$54,472	13.2	\$3.22	\$42.67	\$0.68	\$8.94	20.94%
Programs:										
Local Bus Service	10,167,302	232,668.0	\$14,995,710	\$5,634,615	43.7	\$1.47	\$64.45	\$0.55	\$24.22	37.57%
Rail Transit Link	80,697	6,096.0	\$260,106	\$54,472	13.2	\$3.22	\$42.67	\$0.68	\$8.94	20.94%
Senior Dial-A-Ride	19,723	7,821.3	\$707,281	\$10,496	2.5	\$35.86	\$90.43	\$0.53	\$1.34	1.48%
Modes:										
Bus (Motorbus)	10,247,999	238,764.0	\$15,255,816	\$5,689,087	42.9	\$1.49	\$63.89	\$0.56	\$23.83	37.29%
Demand Response	19,723	7,821.3	\$707,281	\$10,496	2.5	\$35.86	\$90.43	\$0.53	\$1.34	1.48%
System Total:	10,267,722	246,585.3	\$15,963,097	\$5,699,583	41.6	\$1.55	\$64.74	\$0.56	\$23.11	35.70%

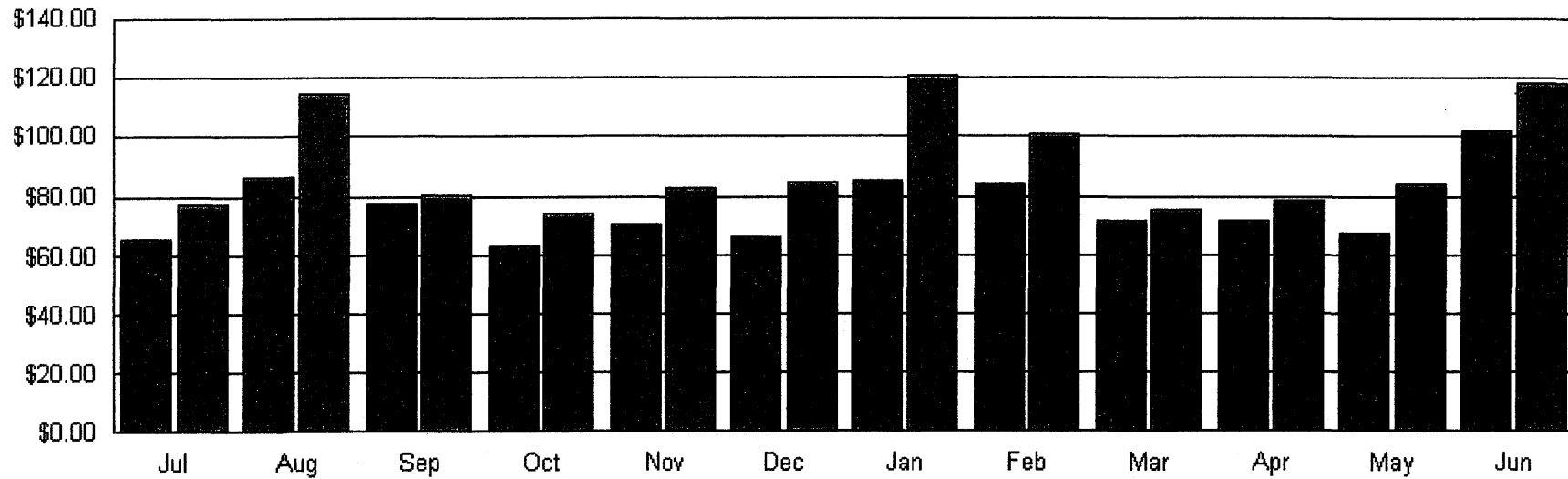


Operating Cost Per Revenue Hour

Standard: \$76.50 per Month

Prior Year

Current Year

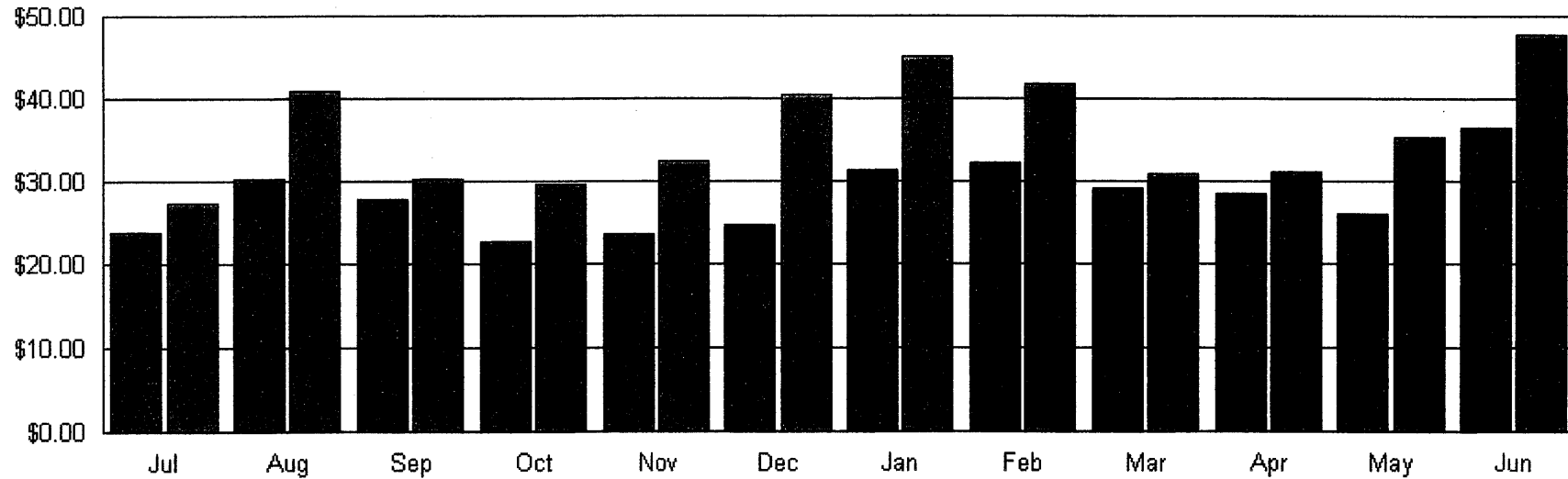


Operating Cost Per Unlinked Passenger

Standard: \$38.30 per Month

Prior Year

Current Year

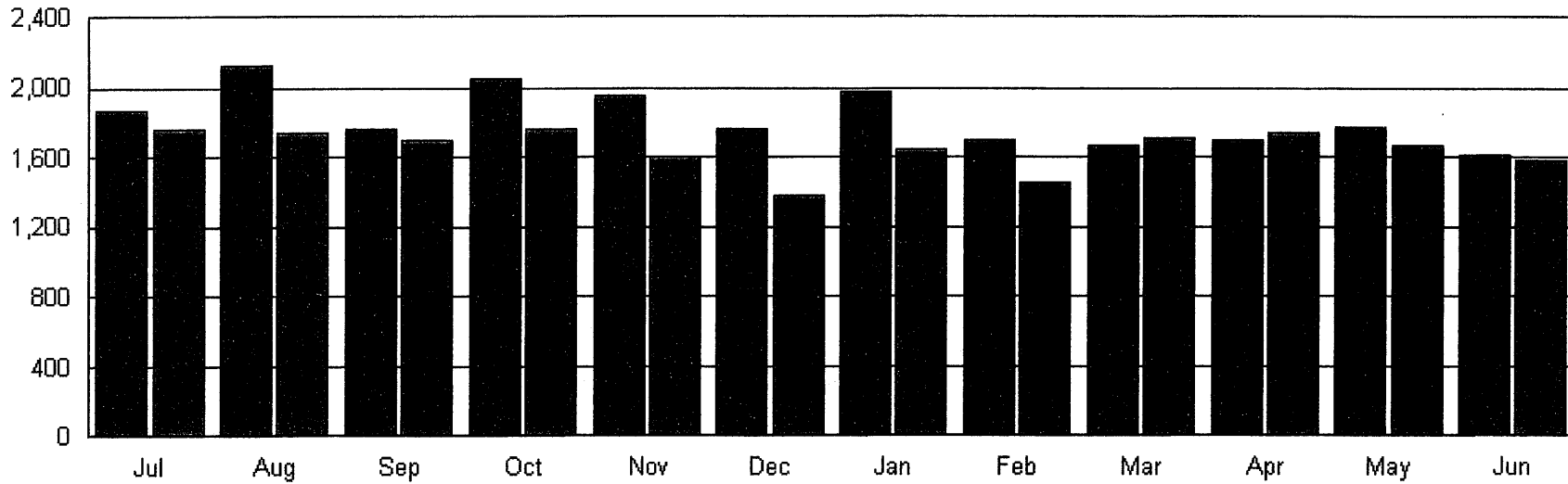


Unlinked Passengers

Standard: 1,200 per Month

Prior Year

Current Year

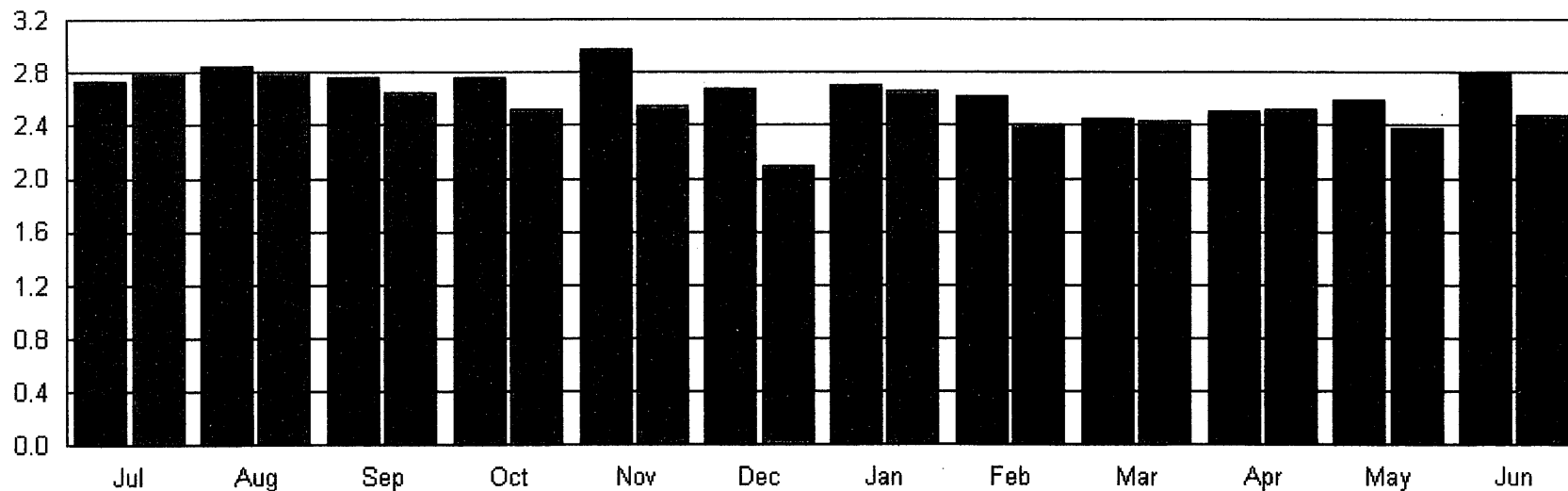


Unlinked Passengers Per Revenue Hour

Standard: 2.0 per Month

Prior Year

Current Year



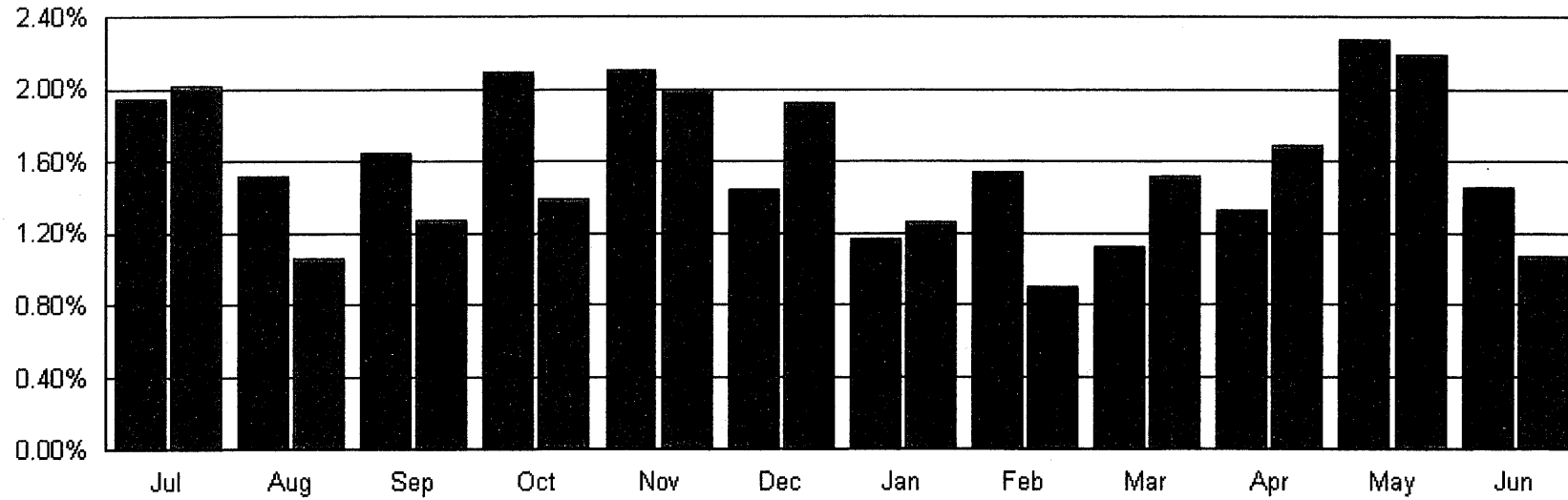


Farebox Recovery Ratio

Standard: 2.00% per Month

Prior Year

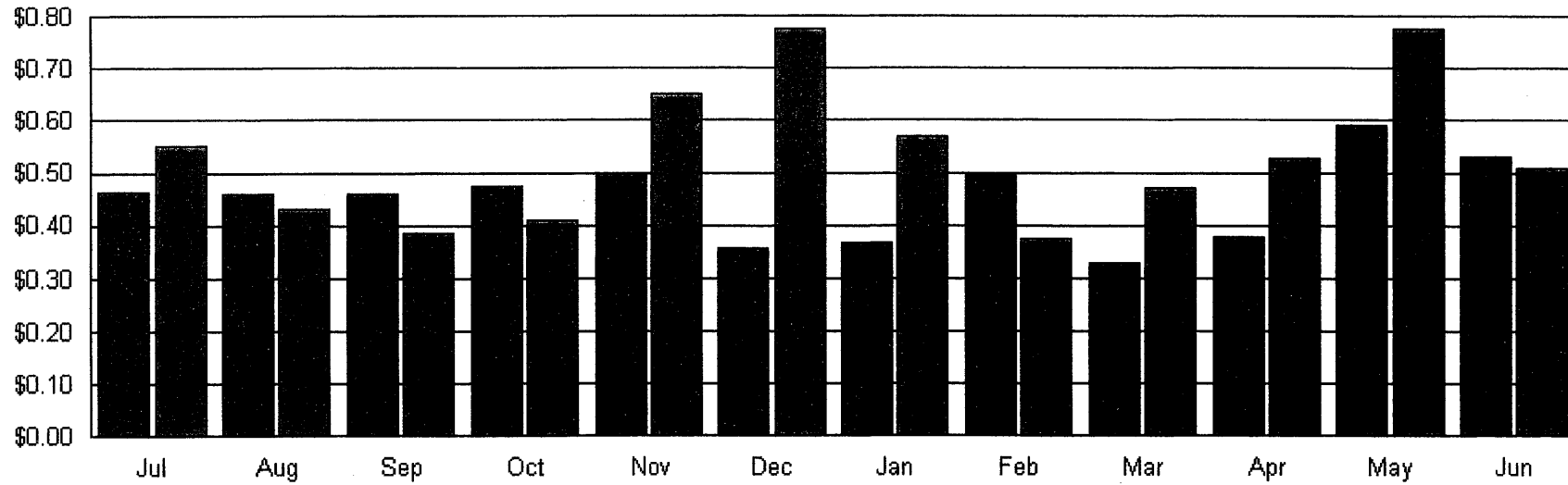
Current Year



Average Fare
Standard: \$0.85 per Month

Prior Year

Current Year



**DAR -- Dial-A-Ride Accessible Service**

Month	Weekday Service			Saturday Service			Sunday Service		
	Total Hours	Revenue Hours	Deadhead Hours	Total Hours	Revenue Hours	Deadhead Hours	Total Hours	Revenue Hours	Deadhead Hours
Jul	580	544	36	60	56	3	29	28	1
Aug	621	519	102	77	72	5	29	28	1
Sep	616	555	62	56	54	3	35	32	3
Oct	651	617	34	62	58	4	30	27	3
Nov	568	535	33	72	68	4	30	27	3
Dec	593	565	28	60	56	4	37	34	2
Jan	581	550	31	51	49	3	19	17	1
Feb	551	511	40	59	55	4	36	35	2
Mar	634	601	33	71	67	4	36	34	1
Apr	643	611	33	57	54	3	28	27	1
May	656	622	34	55	52	3	26	25	1
Jun	581	548	33	55	52	3	37	36	2
Year-To-Date Total	7,276	6,779	497	734	693	41	372	350	22
Prior Year Actual	7,459	7,080	380	752	705	48	362	335	27

DAR -- Dial-A-Ride Accessible Service

Month	Weekday Service			Saturday Service			Sunday Service		
	Total Miles	Revenue Miles	Deadhead Miles	Total Miles	Revenue Miles	Deadhead Miles	Total Miles	Revenue Miles	Deadhead Miles
Jul	5,132	4,796	336	815	782	33	215	198	17
Aug	4,874	3,922	952	677	637	40	230	214	16
Sep	5,098	4,826	272	560	528	32	268	249	19
Oct	5,400	5,065	335	530	501	29	217	202	15
Nov	4,729	4,423	306	654	611	43	230	197	33
Dec	4,822	4,478	344	597	547	50	290	265	25
Jan	4,929	4,584	345	496	430	66	151	126	25
Feb	4,205	3,855	350	533	501	32	240	223	17
Mar	5,095	4,757	338	586	541	45	289	262	27
Apr	5,295	4,967	328	442	410	32	223	207	16
May	5,230	4,826	404	524	485	39	185	169	16
Jun	4,587	4,277	310	514	477	37	291	264	27
Year-To-Date Total	59,396	54,776	4,620	6,928	6,450	478	2,829	2,576	253
Prior Year Actual	65,188	60,767	4,421	6,744	6,313	431	3,280	2,962	318

**DAR -- Dial-A-Ride Accessible Service**

Month	Weekday Unlinked Passengers	Saturday Unlinked Passengers	Sunday Unlinked Passengers	Total Unlinked Passengers
Jul	1,528	152	85	1,765
Aug	1,486	181	71	1,738
Sep	1,443	165	89	1,697
Oct	1,556	141	70	1,767
Nov	1,352	180	68	1,600
Dec	1,208	83	82	1,373
Jan	1,435	152	58	1,645
Feb	1,242	149	57	1,448
Mar	1,462	150	96	1,708
Apr	1,555	127	63	1,745
May	1,449	156	56	1,661
Jun	1,337	148	91	1,576
Year-To-Date Total	17,053	1,784	886	19,723
Prior Year Actual	18,921	1,987	1,027	21,935

DAR -- Dial-A-Ride Accessible Service

Month	Weekday Passenger Revenue	Saturday Passenger Revenue	Sunday Passenger Revenue	Total Passenger Revenue
Jul	\$844	\$84	\$47	\$975
Aug	\$640	\$78	\$31	\$748
Sep	\$554	\$63	\$34	\$652
Oct	\$637	\$58	\$29	\$723
Nov	\$879	\$117	\$44	\$1,040
Dec	\$939	\$65	\$64	\$1,067
Jan	\$817	\$87	\$33	\$937
Feb	\$464	\$56	\$21	\$541
Mar	\$686	\$70	\$45	\$802
Apr	\$817	\$67	\$33	\$917
May	\$1,124	\$121	\$43	\$1,289
Jun	\$683	\$76	\$46	\$805
Year-To-Date Total	\$9,085	\$941	\$471	\$10,496
Prior Year Actual	\$8,526	\$880	\$459	\$9,865

**DAR -- Dial-A-Ride Accessible Service**

Month	Weekday Operating Cost	Saturday Operating Cost	Sunday Operating Cost	Total Operating Cost
Jul	\$41,895	\$4,342	\$2,163	\$48,400
Aug	\$59,581	\$8,246	\$3,227	\$71,054
Sep	\$44,500	\$4,307	\$2,567	\$51,374
Oct	\$45,839	\$4,296	\$2,037	\$52,172
Nov	\$44,244	\$5,624	\$2,192	\$52,059
Dec	\$48,013	\$4,737	\$2,917	\$55,666
Jan	\$66,318	\$5,863	\$2,097	\$74,277
Feb	\$51,547	\$5,552	\$3,498	\$60,597
Mar	\$45,349	\$5,049	\$2,586	\$52,984
Apr	\$48,099	\$4,257	\$2,102	\$54,459
May	\$52,374	\$4,400	\$2,105	\$58,879
Jun	\$64,976	\$6,177	\$4,208	\$75,361
Year-To-Date Total	\$612,734	\$62,850	\$31,698	\$707,281
Prior Year Actual	\$534,072	\$53,324	\$25,462	\$612,858

Exhibit B

**END-USER SOFTWARE LICENSE, TRAINING AND IMPLEMENTATION
SUPPORT AGREEMENT**

PARTIES: TRANSTRACK SYSTEMS, LLC
265 Belmont Avenue
Long Beach, California 90803
("Licensor")

Regional Transportation Planning
Agency for San Bernardino County
SAN BERNARDINO ASSOCIATED
GOVERNMENTS
1170 W. Third Street, 2nd Floor
San Bernardino, California 92410
("Licensee")

DATE: June 29, 2005

PLACE: San Bernardino, California

RECITALS

- A. Licensor is in the business of developing and licensing the web-based Transit Performance Manager™ application, available on-line to transit agencies for use in conducting interactive business activity monitoring, management performance reporting, and business processes; and
- B. Licensee is a California State authorized agency, which oversees the expenditure and results of such expenditures for local transportation funds within San Bernardino County and is interested in resolving the findings made in the FY 2000 to 2002 Triennial Performance Audit regarding performance reporting by municipalities and agencies providing public transit services within San Bernardino County; and
- C. In order to address those findings, Licensee desires to obtain a license for the Transit Performance Manager™ software application available on-line and services and training support for the software, to enable Licensee to use its oversight authority with those municipalities and agencies that provide public transit service, and Licensor desires to grant Licensee a license for the right to use the software application pursuant to the terms and conditions contained herein.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I. GRANT OF LICENSE

1. Grant of License. Subject to all the terms and conditions of this Agreement ("License"), and in consideration of the covenants and representations set forth herein, Licensors hereby grants to Licensee a personal, non-exclusive, non-transferable right and license to the Transit Performance Manager™ application, with no right to sublicense. The Transit Performance Manager™ application is described in detail in Exhibit A, attached hereto and incorporated by reference ("Software"). The License is granted solely under the conditions contained herein, and Licensee accepts such grant. The term of the License is set forth in Article IV, Paragraph 6 below. This License, and the use of the Software, may not be assigned by Licensee. The License, the Software, and user Documentation and training materials may not be disclosed, sublicensed, published, released or transferred to another party by Licensee without the prior written consent of Licensors, or except as provided in this License, or by reason of law required of Licensee by state regulations.
2. Ownership Rights. The Software and the documentation related thereto ("Documentation"), are proprietary to Licensors and title thereto remains in Licensors. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software are and shall remain in Licensors.
3. Domain. Licensee agrees to access the Software through the Internet at the web address: <https://transtrack.net>. Access to this domain ("Domain") will be through a special pass code given to Licensee, which is personal to it and is granted through this License Agreement.
4. Restrictions. The Software may not be rented, loaned, leased, sublicensed, sold or distributed by Licensee to any person, entity, corporation, municipality or agency thereof. Licensee and Licensors agree and understand that immediately after the commencement of this License, Licensors shall enter into negotiations with the six (6) named entities contained in Exhibit A attached hereto. However, the restrictions in this Paragraph 4 shall still apply since Licensors and the other licensees shall have similar restrictions placed on them in the respective agreements signed. Licensee may not alter proprietary notices, labels, or markings on the Software whether on the Domain or elsewhere. Licensee may not modify, translate, reverse engineer, disassemble, or decompile the Software. Access to the Domain may not be assigned or utilized by any other entity or persons other than those named in the Exhibits to this Agreement. Nothing contained in this Paragraph 4 shall inhibit the oversight authority of Licensee as to the other licensees and shared

End-User Software License, Training
And Implementation Support Agreement
Page 3 of 21

access to the Software will be provided with separate pass codes given by Licensor to the other licensees.

5. Documentation. Licensor shall supply complete Documentation necessary for Licensee to use the Software effectively. Documentation includes, but is not limited to, user manuals, and file descriptions. Licensee shall have the right, as part of the License granted herein, to make as many additional copies of the Documentation for its own internal use as it may reasonably determine it needs.

ARTICLE II. TRAINING, IMPLEMENTATION AND SUPPORT SERVICES

1. Set-Up and Training Services. In connection with the grant of the License, Licensor shall provide Licensee with certain initial user training, implementation and initial set-up services so that the Software will conform to the organizational needs and business logic requirements of the Licensee. Such services are set forth in the Implementation Set-Up and Training Services described in Exhibit "B", and attached hereto and incorporated by reference.

With respect to the Set-Up and Training Services, the Customization and Programming Services, and the Support Services which are set forth in this Article II Paragraphs 1, 2, and 3, Licensor warrants that all such services, which are more fully described in Exhibits B, C, and D of this License, shall be performed in a manner which at least meets the industry standards for experienced consultants providing similar services as provided hereunder.

2. Customization and Programming Services. Under this License, there may be some customization of Licensor's proprietary Software. The fees for such customization are already included in the prices set forth in the Exhibits to this License. Should Licensee ask for additional custom features beyond the scope of what is deemed necessary by Licensor for functionality or "look and feel", Licensee shall make requests for such customization and Licensor will determine if it is able to perform such additional services and the fees that will be associated with those as well. Aside from any intellectual property belonging to Licensee which is subsequently utilized in any customization, Licensor shall retain all right, title and interest in any elements of its existing Software that are incorporated into any customized product, including but not limited to, rights to patents, copyrights, trademarks, trade secrets, transferable technical data, know-how, source code, processes, future improvements, plans, drawings, specifications, and methods of manufacture incorporated in and to any customized product and programming services

End-User Software License, Training
And Implementation Support Agreement
Page 4 of 21

outlined in Exhibit "C", and attached hereto and incorporated by reference.

3. Support Services. Licensor shall provide Internet Service Provider (ISP) and on-going technical assistance, training and back-up support services to the Licensee as described in Exhibit "D", and attached hereto and incorporated by reference.
4. Reports. Licensor shall provide Licensee with the reports containing the information and at the times and otherwise in accordance with list provided in Exhibit "E", attached hereto and incorporated by reference. Licensor will prepare and deliver to Licensee such other reports in such formats and at such times as are reasonably requested by Licensee, provided that Licensee agrees to pay the related reasonable incremental costs incurred by Licensor for preparing such other reports, which costs shall be estimated by Licensor at Licensee's request. Licensee will review all reports delivered to it for accuracy within 14 days of delivery, as specified in Exhibit E, and will notify Licensor of any errors, omissions or discrepancies discovered in any report. In the event of any material error, Licensor will correct the report.

ARTICLE III. FEES AND LICENSEE RESPONSIBILITIES

1. Payment of Fees and Costs. Licensee agrees to pay Licensor licensing and service fees as described in Exhibit "F", attached hereto and incorporated by reference, for the License described in Article I, and training, set-up services, customized programming services, ISP and on-going support services described in Article II of this License. All amounts due by Licensee shall be paid in accordance with the deliverable schedule referenced in Exhibit "F" within thirty (30) days from the date of invoice from Licensor.
2. Default by Licensee in Payment of Fees. Should Licensee fail to make the payments set forth in Exhibit "F" when due, the Licensor shall send a written notice of delinquency and if payment has not been received after ten (10) days from the date of the written notice to Licensee specifying the delinquency, the Licensor shall have the right to terminate this License and the License granted herein and seek damages and injunctive relief for the breach thereof.
3. Responsibilities of the Licensee. Licensee agrees to name a Project Manager/System Administrator with responsibility for taking reasonable action to ensure a timely implementation set-up and training by Licensor of Licensee staff. Licensee is responsible for assigning security access to

End-User Software License, Training
And Implementation Support Agreement
Page 5 of 21

the Software and data of the Licensee. Licensee understands that satisfactory performance of the Software requires, at a minimum: A 17-inch monitor, Internet Explorer 5.0 or higher, 128MB RAM, and Pentium 120MHz processing speed. Licensee is responsible for providing the hardware and appropriate software and operating systems specified herein.

ARTICLE IV. MISCELLANEOUS

1. Confidentiality.

- A. Definition of Confidential Information. The parties acknowledge that in connection with their respective rights and responsibilities under this License, each will have access to the others' confidential and proprietary information ("Confidential Information"). Licensor's Confidential Information is the Software and all copies and partial copies thereof, including its proprietary function, logic and structure. Licensee's Confidential Information includes any information of a competitive, sensitive or proprietary nature, such as, but not limited to, any non-public information relating to Licensee's internal procedures, customers, personnel, incidents, financial information and other results. For purposes hereof, the parties express, acknowledge and agree that, except as otherwise provided in subparagraph 1(D) of this Article, Licensee's Confidential Information includes any and all methodologies, business logic and/or technology utilized by Licensee in its business. This obligation of confidentiality applies to any Confidential Information that is proprietary to each Party as well as to information of third parties that either Party has an obligation to keep confidential, and will survive termination of this License.. The Parties agree that upon termination of this License, Licensor shall return to Licensee all copies of Licensee Confidential Information in Licensor's possession.
- B. Limitations on Disclosure and Use. Except as specifically provided for in this License or as required by law, each Party agrees not to use the other Party's Confidential Information for itself or for any other party, or divulge or disclose the Confidential Information to any other party other than to authorized employees or consultants with a need to know, each of whom is made aware of and agrees to abide by these obligations. Licensee expressly understands and agrees that no Confidential Information belonging to Licensor can be shared or used for the benefit of any party not named in Exhibit A as an authorized additional licensee. As the license agreements

are signed by each of the entities, Licensee shall be made aware of that by updating of Exhibit A by Licensor with a designation of those entities which have completed the separate license agreement with Licensee. Until and unless a revised Exhibit A is presented to Licensee with the names of the additional licensees, all restrictions of confidentiality contained in this Article IV shall be in full force and effect as to those entities. Each Party agrees to implement reasonable procedures to prevent unauthorized disclosure and to treat the other Parties' Confidential Information with at least the same degree of care as it treats its own Confidential Information.

- C. Compelled Disclosure. In the event that either Party becomes legally compelled to disclose the other Party's Confidential Information, the compelled Party shall provide the other Party with at least five (5) business days written notice (or, if such notice period is impracticable, prompt notice) so that the other Party may seek a protective order or other appropriate remedy.
 - D. Exclusions from Confidential Information. For purposes of this subparagraph, Confidential Information shall not be deemed to include any information that (i) is or subsequently becomes publicly available other than through either Party's breach of any duty owed the other Party; (ii) was lawfully known to the receiving Party prior to disclosure in connection with this License; or (iii) became known to the receiving Party from a third party other than by breach of a duty of confidentiality; or (iv) information that is required to be disclosed pursuant to the California Public Records Act.
2. Intellectual Property Warranty and Indemnification. Licensor represents and warrants that Licensor is the owner of the Software and has the right to grant the License granted herein. Licensor will defend and indemnify Licensee against a claim that the Software infringes a United States patent or copyright or any other proprietary right of a third party provided that: (i) Licensee promptly notifies Licensor in writing upon receipt of the claim or complaint, and does not prejudice the rights of Licensor within the context of any such action or claim; (ii) Licensor has sole control over the defense and related settlement negotiations; and (iii) Licensee provides Licensor, at Licensor's expense, with assistance, information and authority necessary for Licensor to perform its obligation under this Paragraph. If the Software becomes, or in Licensor's reasonable judgment is likely to become the subject of a claim based upon an alleged infringement of an intellectual property right of a third party, Licensor will notify Licensee and at Licensor's sole option, i) procure for Licensee the right to continue to use the Software; or (ii) replace or modify the Software so that it is non-

End-User Software License, Training
And Implementation Support Agreement
Page 7 of 21

infringing; or (iii) require that Licensee, upon advance written notice, cease, with respect to all periods commencing on and after the date of such notice, use of the Software under this License for an indefinite period or, at Licensor's sole discretion, for a period pending satisfaction by Licensor of clause (i) or (ii) immediately above in this Paragraph 2 of Article IV. In the case of this clause (iii) Licensor shall credit the Licensee for fees paid with respect to the Software, calculated on a straight-line depreciation schedule of five years from the date of Licensee's payment of the License Fees hereunder. In addition to the return of the amortized fees already paid to Licensor, Licensor and Licensee shall have the right to terminate the License in its entirety without any obligations thereafter. These remedies, including termination of the License, as well as the indemnification obligations contained herein, shall be the sole and exclusive remedies of Licensee for Licensor's breach of its warranty of non-infringement.

3. Equitable Remedies. Each of the parties acknowledges and agrees that its failure to comply with the terms of Paragraphs 2, 3, and 4 of Article I and Paragraph 1 of Article IV will result in immediate and irreparable damage to the other party. Each of the parties acknowledges and agrees that there is no adequate remedy at law available to the other party for such failure and in the event thereof, the non-breaching party shall be entitled to seek equitable relief in the way of a temporary restraining order, an injunction and such other relief as a court with competent jurisdiction may deem proper, without the necessity of posting a bond or similar security.
4. WARRANTY DISCLAIMER. EXCEPT FOR THE WARRANTY AGAINST NON-INFRINGEMENT CONTAINED IN PARAGRAPH 2 ABOVE, AND THE LIMITED WARRANTY WITH RESPECT TO THE SERVICES TO BE PERFORMED IN ACCORDANCE WITH ARTICLE II, PARAGRAPHS 1, 2 AND 3 ABOVE, LICENSOR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, ANY THIRD PARTY SOFTWARE, ANY HARDWARE OR EQUIPMENT, THE SERVICES RENDERED BY ITS PERSONNEL, OR THE RESULTS OBTAINED FROM THE WORK OF ITS PERSONNEL, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND LICENSEE UNDERSTANDS AND AGREES THAT IT IS GRANTED THIS LICENSE ON AN "AS IS" "WHERE IS" BASIS.
5. LIMITATION OF LIABILITY. IN NO EVENT SHALL LICENSOR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT

LIMITED TO THE BREACH OF THE WARRANTY OF INFRINGEMENT, INCLUDING ANY DAMAGES WHICH MAY BE CONTAINED IN SECTION 2-312 OF THE UCC OR COMPARABLE STATE STATUTE; PERFORMANCE OF ANY SERVICES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR RECORDS, OR LOSS OF BUSINESS INFORMATION, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY FOR ACTUAL DAMAGES RESULTING FROM BODILY INJURY OR PROPERTY DAMAGE, OR ANY LIABILITY WHICH IS COVERED THROUGH THE INSURANCE PROVISIONS FOUND IN PARAGRAPH 7(B) OF ARTICLE IV OR LEGAL COSTS AND EXPENSES FOUND IN PARAGRAPH 8 (E) OF ARTICLE IV.

6. Term and Termination. This term of this License shall commence on the date of complete execution by both parties hereto and continue for a period of one (1) year unless earlier terminated as outlined in this Paragraph 6 (A) below. The License may be renewed at the request of Licensee for the period of an additional one (1) year in exchange for the payment for an extension of the annual service and maintenance fees set forth in the Exhibits hereto. Upon prior written notice, either party may terminate this License if the other party becomes insolvent, ceases doing business in its regular course, files a petition in bankruptcy or is subject to the filing of an involuntary petition for bankruptcy which is not rescinded within a period of ninety (90) days, or fails to cure a material breach of any term or condition of this License within thirty (30) days of receipt of written notice specifying such breach and demand for cure. Notwithstanding the foregoing however, failure by Licensee to timely pay fees under this License, shall be subject to a shorter termination period as specified in Article III Paragraph 2 above.

- A. Termination by Licensee. Licensee may terminate this License if within 180 days of signing this License the entities for which Licensee is charged with performing oversight function and which are named in Exhibit A attached hereto, do not enter into separate licenses with Licensor for use of the Software. Within 90-days of implementation by the six entities identified in Exhibit A, Licensee has the right to terminate the remaining portion of this License for no cause, upon 30 days written notice. In the event of such termination, Licensee will remain obligated to pay Licensor for all Services and reasonable expenses incurred to date in accordance with the terms of this License as well as any reasonable costs incurred by Licensor in completing its tasks to terminate the ability

of Licensee to access the Domain or remove any data from Licensors servers.

7. Insurance and Escrow Agent

- A. Escrow. After execution of this License, and subject to payment of the appropriate fees by Licensee (set forth in Exhibit D), Licensors will deposit and maintain with an escrow agent, the source code for the Software and related documentation ("Escrowed Materials"), pursuant to an agreement for escrow services with DSI Technology Escrow Services, Inc. ("Escrow Agent"). Licensee shall be named a beneficiary under the agreement with the Escrow Agent. It shall be the responsibility of Licensee to procure third-party software in order to use the Escrowed Materials. The events which would allow Licensee to receive the Escrowed Materials from the Escrow Agent shall be: (i) the bankruptcy or dissolution of Licensors; (ii) a court order requiring the Escrow Agent to release the Escrowed Materials; or (iii) a request of Licensors. In the event of a release of the Escrowed Materials to Licensee, it shall be granted a royalty free license to access, use, digitally perform and execute the Escrowed Materials in furtherance of the purpose of this License.
- B. Insurance. Licensors will obtain and maintain during the Term: (i) Commercial General Liability Insurance, including products, completed operations liability and personal injury, advertising liability and contractual liability with a minimum combined single limit of \$1,000,000 per occurrence; (ii) Commercial Automobile Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage; and (iii) Errors and Omissions Insurance with a limit of liability not less than \$1,000,000. Licensors will also provide a program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Licensors and all risks to such persons under this License. If Licensors has no employees, it must certify or warrant to Licensee that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by Licensee.

8. General.

- A. Relationship of the Parties. In performing their respective obligations hereunder, each of the parties shall operate as and have the status of an independent contractor and shall not act as or be an agent, partner, or employee of the other party. Neither party shall have any right or authority to assume or create obligations of any kind or to make any representations or warranties on behalf of the other party, whether express or implied, or to bind the other party in respect whatsoever.
- B. Force Majeure. Neither party shall be deemed in default of this License to the extent that performance of the party's respective obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other cause beyond the reasonable control of such party, provided that such party gives the other party written notice of the condition within ten (10) business days of discovery thereof. If proper notice is given, the time for performance or cure shall be extended for a period equal to the duration of the force majeure event or circumstance described in the notice.
- C. Assignment and Binding Effect. Licensee may not assign, bargain, sell, transfer, sublicense, convey, hypothecate or pledge the rights and licenses granted to it herein without the prior written consent of Licensor. Licensor may, with notice to Licensee, assign this License either in its entirety or in partial form to a successor in interest by way of merger, acquisition, spin-off, consolidation, or to an entity with which it enters into an outsourcing agreement with respect to the maintenance and support obligations for the Software. This License shall be binding upon and inure to the benefit of any permitted successors or assigns.
- D. Sole License. This License, including the recitals, and the attached exhibits, or any other attachment or License incorporated herein by reference, sets forth the entire License and understanding of the parties relating to its subject matter, and supersedes and merges all prior and contemporaneous agreements, negotiations and understandings between the parties, whether oral or written. Neither Licensee nor Licensor shall be bound by any oral agreement or representation irrespective of by whom or when made. No change or modification to this License will be binding

End-User Software License, Training
And Implementation Support Agreement
Page 11 of 21

unless it is in writing and signed by an authorized representative of Licensor and Licensee.

- E. Legal Costs and Expenses. If any action or proceeding is brought to enforce any of the terms of this License, the prevailing party shall be entitled to recover all of its reasonable costs and expenses incurred in such proceeding, including but not limited to, reasonable attorney's fees.
- F. Severability. In the event that any provision of this License is determined by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable under the applicable laws and/or regulations, either such provision shall be deemed amended to conform to such laws and /or regulations without materially altering the intention of the parties or shall be deleted and the parties agree to negotiate in good faith to replace such provision, while the remainder of this License shall continue in full force and effect unless after the provisions deemed illegal, invalid or unenforceable are removed and the remainder of the License's terms make it commercially impracticable to continue in the opinion of either Party. In such event, the License will terminate without any liability on the part of either Licensee or Licensor.
- G. Waiver. Any waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any other occasion. Either party may elect to continue performance notwithstanding such breach by the other party but such performance shall not constitute a waiver of such breach nor otherwise limit the non-breaching party's remedies. No waiver of any provision of this License shall be effective unless in writing and signed by the party against whom it is sought to be enforced.
- H. Authority. Licensor and Licensee warrant and represent that they are free to enter into and fully perform this License, that all required authorizations have been procured prior to execution of this License, and the parties designated as signatories of Licensor and Licensee each have the requisite authority to do so.
- I. Governing Law. This License shall be governed in accordance with the laws of the State of California. The Parties hereby waive their rights to a jury trial and agree to submit all disputes arising in connection with this License, other than matters pertaining to injunctive relief, to final and binding arbitration to be conducted in

End-User Software License, Training
And Implementation Support Agreement
Page 12 of 21

Los Angeles, California, administered by the American Arbitration Association ("AAA"), in accordance with AAA rules of practice then in effect. The Parties shall select at least one arbitrator knowledgeable in the field of dispute. Any award issued as a result of such arbitration shall be final and binding between the Parties thereto, and shall be enforceable by any court having jurisdiction over the Party against whom enforcement is sought. As to any matters not submitted to arbitration hereunder, the parties hereby submit to the personal jurisdiction of the state and federal courts situated in Los Angeles County, California.

- J. Notices. Any notice required or permitted by this License shall be in writing and shall be properly addressed to the other party at the following address or to such other address as may be provided in writing by either party from time to time, shall be sent by any recognized commercial overnight courier or United States registered or certified mail, postage prepaid, return receipt requested, and shall be concurrently sent by facsimile:

To Licensor: TransTrack Systems, LLC
265 Belmont Avenue
Long Beach, CA 90803
Attention: Mary Sue O'Melia
Facsimile: (562) 987-4757

with a copy to:

To Licensee: Regional Transportation Planning
Agency for San Bernardino County
San Bernardino Associated
Governments
1170 W. Third Street, 2nd Floor
San Bernardino, California 92410
Attention: Director of Transit/Rail Programs
Facsimile: (909) 885-4407

- K. Survival. Paragraphs 1 through 5 as well as Paragraphs 7 and 8 of this Article IV shall survive the termination of this License.

End-User Software License, Training
And Implementation Support Agreement
Page 13 of 21

IN WITNESS WHEREOF the parties hereto have executed this End-User Software License, Training and Implementation Support License as of the date and at the place first above written.

LICENSOR:

TRANSTRACK SYSTEMS, LLC

By: Mary Sue O'Melia

Title: President

LICENSEE:

Regional Transportation Planning
Agency for San Bernardino County
SAN BERNARDINO
ASSOCIATED GOVERNMENTS

By: Michael A. Band

Title: Director of Transit &
Rail Programs

EXHIBIT "A"

DESCRIPTION OF THE SOFTWARE APPLICATION AVAILABLE ON-LINE

Transit Performance Manager™ is the name of the Software application, available on-line, that is the subject of this License Agreement. Internet use of the Transit Performance Manager™ application ("Software") requires Licensee to have a web browser Internet Explorer 5.0 or higher, 128MB RAM, and Pentium 120MHz processing speed. TransTrack Manager™ is not fully compatible with Netscape software. Viewing on-line information and data entry is greatly improved with a monitor of at least 17-inches. Below is a list of the Modules available with this Software License.

- Organization
- Routes
- Farebox
- Operations
- Safety
- Fleet
- Finance
- Plan
- Personnel
- Feedback
- Utilities (e.g., User Security).

Functions available to Software users include:

- Edit (Add, Delete, Save, Cancel, Close)
- Show Filters
- Import (requires custom programming detailed in Exhibit C, if applicable)
- Export
- Report.

Licensee is the State designated Regional Transportation Planning Agency ("RTPA") for San Bernardino County. The Licensee will have access to agreed upon views, reports, and data for the following transit agencies, contingent on execution of a separate License Agreement with each agency and the notification of that by Licensee in the form of an updated Exhibit A designating which of the entities has signed a separate license agreement for the Software:

- Omnitrans
- Victor Valley Transit Authority (VVTA)
- City of Barstow
- Morongo Basin Transit Authority (MBTA)
- Mountain Area Rapid Transit Authority (MARTA)
- City of Needles.

EXHIBIT "B" SET-UP AND TRAINING SERVICES

Set-Up Service

Licensor will work with management and staff of Licensee to establish custom configurations for the Licensee as part of the initial set-up services. A successful implementation requires that Licensee make available to Licensor relevant information no later than 30 days prior to implementation. A total of forty-two (42) hours will be spent in set-up activities. Views that will be configured by Licensor on behalf of Licensee for start-up include the following:

- **Organization Module** -- All applicable Look-Up Views will be configured.
- **Plan Module** – Plan Reports for Oversight Agency will be created and populated with custom report options. Plan Actions will include a stored procedure to combine data from individual transit agencies to which Licensee has been designated the RTPA.
- **Utilities Module** – Licensor will assign a System Administrator password to the Licensee, as well as initial passwords and security access to Licensee management and staff in accordance with a schedule devised as part of the initial set-up. Licensee is responsible for user security after the initial set-up. Licensee will also have access to the data and information of transit agencies to which Licensee has been designated the RTPA. Set-up of this module involves coordination and execution of cooperative agreements with transit agencies to which Licensee has been designated the RTPA.

Training

Licensor will provide fourteen (14) hours of training as follows:

- **Overview of the System** – Two (2) sessions of two (2) hours each for a small group of managers and/or data entry staff will be conducted to allow multiple users to preview the functionality of the Software application. One session would be prior to implementation. The second session would be two to eight weeks after the implementation date.
- **System Administrator Training** – One (1) session of four (4) hours to allow individualized training on system security and functions applicable to a Licensee's role as the RTPA. This session would be prior to implementation.

End-User Software License, Training
And Implementation Support Agreement
Page 16 of 21

- **Follow-Up Training** – Six (6) hours of follow-up training will be provided approximately six to eight weeks following transit operator implementation.
- **Ad Hoc Training** – One (1) session of training will be provided during the first year of implementation at the request of the Licensee, at a time and location mutually agreed upon between the Licensee and Licensor,

Documentation

Licensor will provide three (3) binders with the following documentation:

- Volume I: Overview of System
- Volume II: Module Instructions
- Volume III: Master List of Views and Application
- Appendix A: Custom Applications and Daily, Monthly, Annual and Periodic Activities by Module

Documentation will also be made available in electronic format.

EXHIBIT "C"
MODULAR ADD-ONS & CUSTOMIZED PROGRAMMING SERVICES

Licensor will create the following new Views, Imports, and Actions (i.e., stored procedures) to meet the on-going business requirements of Licensee.

Plan Module

- Plan Actions – Combine Transit Agency Data. Stored procedure to combine information from with transit agencies to which Licensee has been designated the RTPA.
- Plan Reports for Oversight Agency – View with custom report options.

Modular Add-Ons

- Licensee will have access to all views agreed upon between Licensee and transit agencies to which Licensee has been designated the RTPA.

EXHIBIT "D"

SUPPORT SERVICES

Licensor will be the Internet Service Provider of the Software application, available to Licensee through the Internet at the web address: <https://transtrack.net>. Access to this domain will be through a special user name and password established for Licensee.

Licensed Software Uptime

Uptime means that all functionality of the Licensed Software specified herein are operational. The Software application shall be available 24 hours/day, 7 days/week, and 365 days/year. The Licensed Software as specified herein shall be available 98% of this time, excluding scheduled maintenance and factors associated with Licensee's Internet connection, as measured on a rolling 30-day period.

Procedures for Licensee users in the event that access is denied will be covered in training. This includes trouble-shooting to determine whether the problem is the Licensee's Internet connection or the server of the Licensor or the Software application itself. Licensor technical support staff, upon notification by Licensee staff, shall address problems with the server of the Licensor or Software application immediately. A paging system to alert Licensor technical support staff is in place.

Operations Support Response Time

Licensor will provide support and respond to inquiries during normal business hours (8:30 a.m. to 5:00 p.m. Pacific Time Monday – Friday). Licensor operations support will be prepared to research data and information of the Licensee and make this information available to Licensee as reasonably requested. Questions and requests for technical support may be made to Licensor, by Licensee staff, using the telephone and/or with our on-line help desk. Urgent and after-hour needs may be made known to Licensor using the paging system and answering service. Expanded technical assistance hours may be arranged in advance for special projects and/or periods of intense data input and analysis. Methods of obtaining help will be covered in training.

Technical problems will be investigated and fixed with due diligence. Activities and processes for which the Software application is designed are generally not time-critical. Those determined to be critical will be supported with a paper back-up in the event of a system failure that cannot be repaired within 30-minutes.

End-User Software License, Training
And Implementation Support Agreement
Page 19 of 21

Data Back-Up and Retention

Licenser will back-up all data on a nightly basis and keep a copy of the data for a 60-day period. Historical data will be retained in summary format for up to five (5) years. Detailed information will be retained for up to three (3) years.

Security Standards

Personnel (System Administrator) of the Licensee will be responsible for determining and maintaining security to access data of the Licensee on the Domain. Licensee will have access to all views agreed upon between Licensee and transit agencies to which Licensee has been designated the RTPA.

Licenser agrees that the security provided on the server will not allow unauthorized traffic to access Licensee data.

EXHIBIT "E" **REPORTS**

"Working Reports" are those available as an option in the majority of Views in all Modules. Working reports primarily provide data in tabular format and may be exported in coma-delimited format. Reports may also be exported. Microsoft software products may be used by the Licensee to configure data in report exports.

Licensee desires reports other than those available in the existing Software and Modular Add-Ons. "Custom Reports" are those that use information from more than one view and/or are designed to the specifications of the Licensee. Custom Reports to be developed include the following:

- Quarterly Performance Statistics By Agency
- Quarterly Board Report

Specifications for these reports will be developed within 90 days of transit operator implementation.

Additional Software Engineering services are available on a time and materials basis at the rate specified in Exhibit "F". The Licensee agrees to validate reports and any subsequent revisions within 14 days of the report or revision being made available. Licensee is responsible for all validation, unless otherwise specified in the Custom Report price.

EXHIBIT "F"
SCHEDULE OF FEES AND COSTS – PAYMENT SCHEDULE

Deliverables (a)	Amount	Payment Due
Basic Software Application License Fee	\$10,000	Contract Signing
Phase I Assessment – Report Specification	\$2,500	90 Days After Transit Operator Implementation
Set-Up & Training Services	\$15,500	60 Days After Transit Operator Implementation
Customized Programming Services – Reports 120 hours of Software Engineering at \$125 per hour	\$15,000	Time & Materials Upon Receipt of Invoice
Annual Maintenance & Support Services Agreement and Annual Escrow Materials Fee (July 1, 2005 to June 30, 2006) Rate based on oversight agency basic licenses. If there are any changes either requested by Licensee or required to be implemented by Licensor (i.e., government mandated changes) then, the rate shall be increased in accordance with Licensor's then current published price list. With no changes in functionality, the annual Maintenance and Support fees for continued on-line service shall not increase by more than 15% per year. In the event that the Licensee commences use of the Escrowed Materials defined in Article IV, Paragraph 7.A, it shall require that the Licensee procure third-party software at the expense of the Licensee. Transit Performance Manager™ utilizes SQL Server 2000 for the database and Crystal Reports Version 8.5 for all reports.	\$12,000	120 Days After Transit Operator Implementation
Total	\$55,000	

(a) Deliverables are contingent upon the availability of Licensor and Licensee representatives for training and set-up, based on a mutually agreeable schedule.

Hourly Rates For Additional Service

Software Engineering \$125

Training \$150

Data Input & Set-Up \$45

Minute Action

AGENDA ITEM: 17

Date: November 3, 2021

Subject:

2021 Transportation Development Act Award of Article 3 Transit Stop Access Improvement Projects

Recommendation:

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

Award Transportation Development Act Article 3 funds for Transit Stop Access Improvement projects in the amount of \$775,323.22 as identified in Attachment A to this item.

Background:

On June 2, 2021 the San Bernardino County Transportation Authority (SBCTA) Board of Directors authorized the release of the Transportation Development Act (TDA) Article 3 Call for Projects for Transit Stop Access Improvement Projects. The TDA provides that 2% of the State of California Local Transportation Funds (LTF) be made available to counties and cities for facilities for the exclusive use of bicyclists and pedestrians, known as the TDA Article 3 Program. Local jurisdictions and transit agencies were notified of this opportunity through SBCTA's website, Transportation Technical Advisory Committee (TTAC), and Public and Specialized Transportation and Advisory Coordination Council (PASTACC) email lists. The amount of TDA Article 3 funds available for award is \$779,888. The closing date for the Call for Projects was August 4, 2021.

Twelve (12) agencies submitted project applications to improve access to and add bus stop fixtures at approximately ninety two (92) bus stops as part of the Transit Stop Access Improvement Program projects for a total funding request of \$792,163.22. Each application was reviewed and scored by SBCTA staff and only one project was not awarded. After consideration of all projects, staff is recommending the approval of funding a total of \$775,323.22 for the projects identified in Table 1.

Table 1

Agency	Projects	Recommended Award Amount
San Bernardino County Department of Public Works	3rd Street at Pedley Road Westbound	\$ 69,300.00
Omnitrans	Transit Stops in Omnitrans Service Area	\$ 79,784.10
Morongo Basin Transit Authority (MBTA)	Transit Center Bicycle Lockers – 29 Palms & Yucca Valley	\$ 30,181.00
Victor Valley Transit Authority (VVTA)	Apple Valley Bus Turn Out	\$ 75,000.00
VVTA	Hesperia Road Between Chalan Road and Sunset Drive	\$ 51,722.41
VVTA	13735 Rodeo Drive City of Victorville	\$ 26,890.82
City of Chino Hills	Montecito Drive Transit Access Improvements Project	\$ 77,989.00

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

November 3, 2021

Page 2

City of Fontana	Transit Stops Improvements in the City of Fontana	\$ 37,580.00
City of Highland	Construction of New Sidewalks to Bus Stops	\$ 77,989.00
City of Ontario	Bus Stop Pad Installation Project	\$ 67,049.89
City of Redlands	Transit Stops Improvements in the City of Redlands	\$ 46,340.00
City of Rialto	Rialto Bus Stop Improvements	\$ 71,497.00
City of San Bernardino	San Bernardino Bus Stop Improvements	\$ 50,800.00
City of Yucaipa	Transit Stops Access in the City of Yucaipa	\$ 13,200.00
Total Award		\$ 775,323.22
Available		\$ 779,888.00

Attachment A provides details on the projects recommended for award. Ninety one (91) projects are recommended for funding sponsored by the Cities of Chino Hills, Fontana, Highland, Ontario, Redlands, Rialto, San Bernardino, and Yucaipa as well as San Bernardino County, Omnitrans, VVTA, and MBTA.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 14, 2021.

Responsible Staff:

Nancy Strickert, Transit Program Manager

Approved
Board of Directors
Date: November 3, 2021

Witnessed By:

San Bernardino County Transportation Authority

City	Agency	Project Title	Total Project Cost	TDA Art 3 Request	Matching Funds
Apple Valley					
1	VVTA	Apple Valley Bus Turn Out	\$ 160,926.00	\$ 75,000.00	\$ 85,926.00
Chino Hills					
1	City of Chino Hills	Montecito Dr Transit Access Improvements Project	\$ 226,665.00	\$ 77,989.00	\$ 148,676.00
Colton					
1	Omnitrans	Mt Vernon Ave and Palm Dr SB, Midblock	\$ 10,972.50	\$ 10,972.50	\$ -
2	Omnitrans	San Bernardino @ Wildrose EB FS - Shelter Ad	\$ 10,972.50	\$ 10,972.50	\$ -
Fontana					
1	City of Fontana	Bus Pad N Cherry Ave at Live Oak Ave NB	\$ 9,460.00	\$ 4,730.00	\$ 4,730.00
2	City of Fontana	Bus Pad Foothill at Locust EB	\$ 8,698.00	\$ 4,349.00	\$ 4,349.00
3	City of Fontana	Bus Pad Arrow at Oleander EB	\$ 7,013.00	\$ 3,507.00	\$ 3,506.00
4	City of Fontana	Bus Pad Merrill Ave at Locust Ave WB	\$ 6,212.00	\$ 3,106.00	\$ 3,106.00
5	City of Fontana	Summit Ave at Falcon Ridge WB	\$ 6,212.00	\$ 3,212.00	\$ 3,212.00
6	City of Fontana	Sierra Ave at Underwood Dr NB	\$ 10,316.00	\$ 5,158.00	\$ 5,158.00
7	City of Fontana	Bus Pad Curtis at Vanessa Way WB	\$ 5,425.00	\$ 2,712.00	\$ 2,713.00
8	City of Fontana	Bus Pad Jurupa Ave at Pacific Ave WB	\$ 5,522.00	\$ 2,761.00	\$ 2,761.00
9	City of Fontana	Bus Pad Curtis and Citrus EB	\$ 5,332.00	\$ 2,666.00	\$ 2,666.00
10	City of Fontana	Bus Pad Jurupa Ave at Catawba Ave WB & at Hemlock Ave WB	\$ 10,758.00	\$ 5,379.00	\$ 5,379.00
Grand Terrace					
3	Omnitrans	Barton @ Canal EB FS	\$ 10,972.50	\$ 10,972.50	\$ -
4	Omnitrans	Barton @ Mt Vernon WB NS - Bench	\$ 577.50	\$ 577.50	\$ -
Highland					
1	City of Highland	Construction of New Sidewalks to Bus Stops	\$ 141,500.00	\$ 77,989.00	\$ 63,511.00
Loma Linda					
1	Omnitrans	Redlands at Mountain View EB NS - Bench	\$ 577.50	\$ 577.50	\$ -
1	Omnitrans	University at Yardly EB FS - Bench	\$ 577.50	\$ 577.50	\$ -
2	Omnitrans	Redlands at Anderson WB NS - Bench	\$ 577.50	\$ 577.50	\$ -
3	Omnitrans	Barton @ New Jersey WB NS	\$ 577.50	\$ 577.50	\$ -
3	Omnitrans	Redlands @ Mountain View EB FS - ad shelter	\$ 10,972.50	\$ 10,972.50	\$ -
3	Omnitrans	Redlands @ Curtis EB FS - Bench	\$ 577.50	\$ 577.50	\$ -
Montclair					
1	Omnitrans	Richton @ Central WB FS - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
1	Omnitrans	San Bernardino @ Freemont EB FS - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
2	Omnitrans	San Bernardino @ Monte Vista WB NS - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
2	Omnitrans	Holt @ Monte Vista Mid - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
2	Omnitrans	Ramona @ Orchard NB NS	\$ 1,092.30	\$ 1,092.30	\$ -
2	Omnitrans	Holt @ Central WB Mid - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
2	Omnitrans	Central @ Arrow HWY NB FS	\$ 1,092.30	\$ 1,092.30	\$ -
2	Omnitrans	Ramona @ Howard SB FS	\$ 1,092.30	\$ 1,092.30	\$ -
2	Omnitrans	Ramona @ Kingsley NB FS	\$ 577.50	\$ 577.50	\$ -
3	Omnitrans	San Bernardino @ Ramona EB FS - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
3	Omnitrans	Moreno at Vernon WB FS	\$ 1,092.30	\$ 1,092.30	\$ -
3	Omnitrans	Moreno at Benson WB FS	\$ 1,092.30	\$ 1,092.30	\$ -
4	Omnitrans	San Bernardino @ Helena EB NS - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -

City	Agency	Project Title	Total Project Cost	TDA Art 3 Request	Matching Funds
Ontario					
1	City of Ontario	Bus Stop Pad Installation Project	\$ 67,049.89	\$ 67,049.89	\$ -
	City of Ontario	S Haven Ave & E Francis St NB FS			
	City of Ontario	E Riverside Dr & S Archibald Ave EB NS			
	City of Ontario	Campus at D SB NS			
	City of Ontario	Campus at D NB FS			
Redlands					
			\$ 46,340.00	\$ 46,340.00	\$ -
1	City of Redlands	Lugonia at Church EB	\$ 4,835.00		
2	City of Redlands	Citrus @ Judson/Ford WB	\$ 4,835.00		
3	City of Redlands	Citrus at Ford/Judson EB	\$ 4,835.00		
4	City of Redlands	Lugonia at Church WB	\$ 4,500.00		
5	City of Redlands	Citrus @ Grove WB	\$ 4,835.00		
6	City of Redlands	State St at New York St #6836	\$ 4,500.00		
7	City of Redlands	Lugonia at Tribune EB	\$ 4,500.00		
8	City of Redlands	Lugonia at University EB	\$ 4,500.00		
9	City of Redlands	Lugonia at Via Antibes EB	\$ 4,500.00		
10	City of Redlands	Orange St & W Brockton Ave NB	\$ 4,500.00		
1	Omnitrans	Lugonia at Church EB - Ad Shelter	\$ 10,972.50	\$ 10,972.50	\$ -
1	Omnitrans	Lugonia at Church WB - Bench	\$ 577.50	\$ 577.50	\$ -
1	Omnitrans	Citrus @ Grove WB - Bench	\$ 577.50	\$ 577.50	\$ -
2	Omnitrans	State @ New York EB FS Bench	\$ 577.50	\$ 577.50	\$ -
3	Omnitrans	Lugonia @ Tribune EB FS	\$ 577.50	\$ 577.50	\$ -
Rialto					
1	City of Rialto	Rialto Bus Stop Improvements #1	\$ 56,690.00	\$ 56,690.00	\$ -
	City of Rialto	Linden at Amazon NB	\$ 4,569.00		
	City of Rialto	Renaissance at Marketplace E WB	\$ 6,769.00		
	City of Rialto	Renaissance at Marketplace W EB	\$ 6,769.00		
	City of Rialto	Renaissance at Marketplace E EB	\$ 6,769.00		
	City of Rialto	Linden at Miro Way NB FS	\$ 4,569.00		
	City of Rialto	Linden at Miro Way SB FS	\$ 4,569.00		
	City of Rialto	Linden at Amazon SB Midblock	\$ 4,569.00		
	City of Rialto	Renaissance at Ayala EB FS	\$ 6,769.00		
	City of Rialto	Renaissance at Cracker Barrel WB	\$ 6,769.00		
	City of Rialto	Easton at Lilac WB NS	\$ 4,569.00		
2	City of Rialto	Rialto Bus Stop Improvements #2	\$ 14,807.00	\$ 14,807.00	\$ -
	City of Rialto	Easton at Alice EB	\$ 4,569.00	\$ -	
	City of Rialto	Easton at Willow WB	\$ 4,569.00	\$ -	
	City of Rialto	Linden at Renaissance NB	\$ 5,669.00	\$ -	
1	Omnitrans	Linden at Amazon NB Mid - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
1	Omnitrans	Renaissance at Marketplace E WB - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
3	Omnitrans	Renaissance at Marketplace W EB FS - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
3	Omnitrans	Renaissance at Marketplace E EB FS - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -
4	Omnitrans	Renaissance @ Ayala EB FS - Bench/Trash	\$ 1,092.30	\$ 1,092.30	\$ -

City	Agency	Project Title	Total Project Cost	TDA Art 3 Request	Matching Funds
San Bernardino					
NOT FUNDED	City of San Bernardino	Rialto at Macy WB	\$ 9,600.00	\$ 9,600.00	\$ -
	City of San Bernardino	Kendall at Lakewood EB	\$ 13,200.00	\$ 13,200.00	\$ -
	City of San Bernardino	Kendall at Brookfield	\$ 19,500.00	\$ 19,500.00	\$ -
	City of San Bernardino	Eucalyptus at Atchison	\$ 16,840.00	\$ -	\$ -
	City of San Bernardino	E at 36th Street NB	\$ 8,500.00	\$ 8,500.00	\$ -
Victorville					
1	VVTA	Hesperia Rd Between Chalan Rd and Sunset Drive	\$ 64,653.01	\$ 51,722.41	\$ 12,930.60
2	VVTA	13735 Rodeo Dr	\$ 33,613.52	\$ 26,890.82	\$ 6,722.70
Yucaipa					
1	City of Yucaipa	Yucaipa Blvd & Oak Glen Rd	\$ 26,400.00	\$ 13,200.00	\$ 13,200.00
2	City of Yucaipa	Yucaipa Blvd & 6th St			
3	City of Yucaipa	Yucaipa Blvd & 10th St Yucaipa			
4	City of Yucaipa	Blvd & 10th St EB			
5	City of Yucaipa	California St & Bella Vista Dr			
6	City of Yucaipa	County Line Rd and California St			
7	City of Yucaipa	5th St and Ave H			
Yucca Valley					
1	MBTA	Yucca Valley/29 Palms TC Bike Lockers	\$ 30,181.00	\$ 30,181.00	\$ -
County of SB					
1	County DPW	3rd Street at Pedley WB	\$ 77,000.00	\$ 69,300.00	\$ 7,700.00

Total Request	Available
\$ 775,323.22	\$ 779,888.00

Minute Action

AGENDA ITEM: 18

Date: November 3, 2021

Subject:

Amendment No. 5 to Cooperative Agreement No. 17-1001587 with Southern California Regional Rail Authority for the Redlands Passenger Rail Project

Recommendation:

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

- A. Approve Amendment No. 5 to Cooperative Agreement No. 17-1001587 between San Bernardino County Transportation Authority and Southern California Regional Rail Authority (SCRRA), for the Redlands Passenger Rail Project (RPRP) for additional support services, increasing the contract amount by \$2,341,350, for a new not-to-exceed amount of \$17,293,551.40, increasing the overall RPRP budget from \$373,669,232.30 to \$375,112,982.30.
- B. Allocate an additional \$2,341,350 in Measure I Valley Metrolink/Rail Service Funds to the RPRP.
- C. Approve a Fiscal Year 2021/2022 Budget Amendment, increasing Task 0315, Transit Capital, by \$1,443,750 in Measure I Valley Metrolink/Rail Service Funds.

Background:

Development of the Redlands Passenger Rail Project (RPRP) is approaching the beginning of infrastructure testing of the mainline and signal systems. The testing and commissioning of the Diesel Multiple Unit (DMU) vehicles is expected to begin in December 2021. San Bernardino County Transportation Authority (SBCTA) and Southern California Regional Rail Authority (SCRRA) have cooperated in the development of the RPRP and the implementation of the Arrow passenger service utilizing DMU equipment from the start of project development. The various agreements between the agencies have aided in establishing the roles and responsibilities of each party, along with defining the funding of the capital and pre-revenue operations of the endeavor.

In December 2016, SBCTA and SCRRA entered into Cooperative Agreement No. 17-1001587 for RPRP design services, and subsequently approved Amendment Nos. 1-4. These amendments increased the funding to \$14,952,201.40. This Amendment No. 5 provides for additional construction support services including the procurement of mechanical tools, maintenance vehicles and office furniture required for the operation of the Arrow Maintenance Facility (AMF), the maintenance of the DMUs and the maintenance of the Redlands Passenger Rail Service Area (RPRSA), additional SCRRA staff and consultant support associated with Project Management, communications systems, scheduling and an extended period of performance over that envisioned in previous amendments, four (4) additional call boxes for DMU station platforms, mechanical support to DMU Positive Train Control (PTC) testing and simulated service testing and procurement of PTC Wireless Crossing Near-Side Signal (WCNSS) licenses and software for PTC training simulator.

Board of Directors Agenda Item

November 3, 2021

Page 2

Amendment No. 5 to Cooperative Agreement No. 17-1001587 provides for the following:

1. Specifies the funding allocation for completion of the capital projects and the annual funding for pre-revenue service expenses incurred by SCRRA. To date, SCRRA has issued work orders funded by SBCTA capital funds. This will continue to be the primary source of funding for SCRRA efforts. Starting in Fiscal Year (FY) 2020/2021, pre-revenue operations will begin and additional funding will be used from SBCTA's annual Arrow operating subsidy. The amended budget thus funds the capital to the beginning of revenue operations in early FY 2022/2023 and pre-revenue operations up to end of FY 2021/2022.
2. Provision of additional construction support services in the form of procuring one (1) forklift, two (2) utility carts, one (1) storage container, miscellaneous shop equipment, a mobile car washer and twelve (12) car jacks to equip the AMF, estimated to be \$809,000. Amendment 5 includes procuring the necessary office furniture, storeroom counters and breakroom equipment estimated at \$7,000.
3. Amtrak and Alstom staff will be necessary to support the system testing. Amtrak will provide one (1) crew for four (4) weeks and Alstom will provide mechanical staff for two (2) weeks. The estimated costs for the staff support is \$52,500.
4. SCRRA project delivery staff, program scheduling consultants, along with mechanical support, is estimated to cost \$665,000. The amendment provides for the installation of four (4) emergency call boxes (one (1) at each station) for \$45,000. Note, funding for one (1) of the 4 (four) emergency call boxes was provided in Amendment No. 3. Finally, the amendment includes funding for the development of the WCNSS software, testing and licenses estimated at \$550,000.

The estimated cost of Amendment No. 5 is \$2,341,350 as detailed under Attachment K of the draft amendment and is split between capital and operating expenses as follows.

Capital Expenses:

Item	Amount
O. DMU Burn Ins	\$52,500.00
P. Staff Support	\$665,000.00
Q. Station Call Boxes	\$45,000.00
R. WCNSS	\$550,000.00
Subtotal	\$1,312,500.00
Contingency	\$131,250.00
Total	\$1,443,750.00

Arrow Operating Expenses:

Item	Amount
M. AMF Equipment	\$809,000.00
N. AMF Building	\$7,000.00
Subtotal	\$816,000.00
Contingency	\$81,600.00
Total	\$897,600.00

Board of Directors Agenda Item

November 3, 2021

Page 3

This amendment brings the total contract amount to \$17,293,551.40. The deposit to SCRRA, based on 17% of the contract amount, is increased by \$398,029.50, bringing the total deposit to \$2,939,903.74. Staff recommends approval of Amendment No. 5 to Cooperative Agreement No. 17-1001587 with SCRRA.

Financial Impact:

This item is not consistent with the Fiscal Year 2021/2022 Budget. A budget amendment under Recommendation C is being requested.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 14, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Victor Lopez, Director of Capital Delivery

Approved
Board of Directors
Date: November 3, 2021

Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 17-1001587 Amendment No.: 5 Sole Source? N/A

Vendor No.: 02003 Vendor/Customer Name: Southern California Regional Rail Authority

Description: Design & Construction Support Services

Estimated Start Date: 11/02/2016 Expiration Date: 12/31/2023 Revised Expiration Date: _____

List Any SBCTA Related Contracts Nos.: _____

Dollar Amount

Original Contract	\$	1,069,500.00	Original Contingency	\$	106,950.00
Prior Amendments	\$	13,882,701.40	Prior Amendments	\$	(106,950.00)
Current Amendment	\$	2,341,350.00	Current Amendment	\$	-
Total/Revised Contract Value	\$	17,293,551.40	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)					\$ 17,293,551.40

Contract Authorization

Board of Directors _____ Date: 11/03/2021 Board _____ Item # 8084

Contract Management (Internal Purposes Only)

Payable _____ Capital Project Contracts _____ No Budget Adjustment _____

Accounts Payable

Total Contract Funding: \$				17,293,551.40	Total Contingency: \$				-
GL: 4150: 30: 0315: 0324: 52001: 41100000:				8,505,296.00	GL: 4150: 30: 0315: 0324: 52001: 41100000:				-
GL: 1050: 30: 0315: 0324: 52001: 42218001:				4,020,129.00	GL: _____: _____: _____: _____: _____: _____:				-
GL: 4150: 30: 0315: 0324: 52001: 41100000:				106,950.00	GL: _____: _____: _____: _____: _____: _____:				-
GL: 4150: 30: 0315: 0324: 52001: 41100000:				577,500.00	GL: _____: _____: _____: _____: _____: _____:				-
GL: 1050: 30: 0315: 0324: 52001: 42218001:				92,326.40	GL: _____: _____: _____: _____: _____: _____:				-
GL: 4150: 30: 0315: 0324: 52001: 41100000:				750,000.00	GL: _____: _____: _____: _____: _____: _____:				-
GL: 1050: 30: 0315: 0324: 52001: 42218001:				900,000.00	GL: _____: _____: _____: _____: _____: _____:				-
GL: 4150: 30: 0315: 0324: 52001: 41100000:				1,443,750.00	GL: _____: _____: _____: _____: _____: _____:				-
GL: 4150: 30: 0315: 0371: 52001: 41100000:				897,600.00	GL: _____: _____: _____: _____: _____: _____:				-
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Accounts Receivable

Total Contract Funding: \$ _____ -

Funding Agreement No: _____

Reversion Date: _____

GL: _____: _____: _____: _____: _____: _____:	-
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GL: _____: _____: _____: _____: _____: _____:	-

Victor Lopez

Project Manager (Print Name)

Carrie Schindler

Task Manager (Print Name)

Additional Notes:

AMENDMENT NO. 5 TO
COOPERATIVE AGREEMENT NO. 17-1001587
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FOR
REDLANDS PASSENGER RAIL PROJECT RAILROAD DESIGN AND
CONSTRUCTION SUPPORT SERVICES
SAN GABRIEL SUBDIVISION/REDLANDS SUBDIVISION
MILE POST 57.77/1.1 TO MILEPOST 66.57/9.9

This "AMENDMENT NO. 5" amends the Cooperative Agreement for the Redlands Passenger Rail Project (RPRP), SBCTA Agreement No. 17-1001587, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("SBCTA") and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY ("SCRRA") ("AGREEMENT"). SBCTA and SCRRA are sometimes individually referred to as "PARTY", and collectively referred to as "PARTIES". Capitalized terms used but not defined in this amendment shall have meanings ascribed to them in the AGREEMENT.

RECITALS

1. SBCTA and SCRRA entered into the AGREEMENT, which defined the terms and conditions for the design phase of the Redlands Passenger Rail Project ("RPRP" or "PROJECT").
2. The AGREEMENT was amended (AMENDMENT NO. 1) to include the development and implementation of Positive Train Control (PTC) with functionality to support highway-crossing warning forestallment for near-side crossings and SCRRA's temporary use of the San Bernardino Inland Empire Layover Facility.
3. The AGREEMENT was further amended (AMENDMENT NO. 2) to include additional budget for SCRRA's EARLY UTILITY RELOCATION CONTRACT SUPPORT SERVICES.

4. This AGREEMENT was further amended (AMENDMENT NO. 3) to include additional budget and scope for CONSTRUCTION SUPPORT services, system integration testing, equipment certification testing, train and engine crew certification, and other PRE-REVENUE SERVICE SUPPORT for the transition from a construction project to an operating railroad.

5. This AGREEMENT was further amended (AMENDMENT NO. 4) to include additional budget and scope for system integration testing, equipment certification testing, enhancement to the Wireless Control Nearside Station Stop (WCNSS) operation, Positive Train Control (PTC) support software, and PTC work needed for the Arrow Maintenance Facility (AMF).

6. PARTIES now desire to further amend the AGREEMENT to include and define additional responsibilities for CONSTRUCTION SUPPORT services, including, but not limited to: procurement of equipment and furniture required for the operation of the AMF, the maintenance of the DMUs and the maintenance of the RPRSA, additional SCRRA staff and consultant support associated with Project Management, communications systems, scheduling, and an extended period of performance over that envisioned in previous Amendments, four (4) additional Passenger Phones for DMU station platforms, mechanical support to DMU PTC testing, and simulated service testing and procurement of PTC WCNSS licenses and software for PTC training simulator.

7. PARTIES agree that the additional funding identified in Attachment K to this amendment is for Additional PRE-REVENUE SERVICES.

NOW, THEREFORE, it is mutually understood and agreed by PARTIES as follows:

1. Add **ARTICLE 4. OBLIGATIONS OF SBCTA**, sub-paragraph B. 6:

6. **Attachment K** – ADDITIONAL PRE-REVENUE SERVICES (AMENDMENT NO. 5) The costs associated with the line items in **Attachment K** are estimates and actual costs may vary. Variance in such costs shall not relieve SBCTA of its responsibility to fund one hundred percent (100%) of all such costs incurred by SCRRA.

2. **ARTICLE 4. OBLIGATIONS OF SBCTA** sub-paragraph C shall be deleted and replaced in its entirety with the following:

Upon execution of AMENDMENT NO. 5, to provide to SCRRA an increase in the deposit amount of \$398,029.50, or seventeen percent (17%) of AMENDMENT NO. 5, bringing the total deposit to \$2,939,903.74 of the total amount of the estimated obligation under the AGREEMENT of \$17,293,551.40. A Funding and Deposit summary is contained in **Attachment I** (AMENDMENT NO. 5).

3. Add **ARTICLE 5. OBLIGATIONS OF SCRRA**, sub paragraphs K. 7 and 8:

7. SCRRA shall purchase and test all WCNSS licenses as required for the network throughout the RPRSA.

8. SCRRA shall procure and develop software to replicate the WCNSS system enhancements within the PTC training simulator.

4. Add **ARTICLE 5. OBLIGATIONS OF SCRRA**, sub paragraph P: 7:

7. Provide consultant support to the development and maintenance of a comprehensive Master Schedule for all SCRRA tasks and deliverables, including bi-weekly reviews and updates with the SBCTA Program Management team.

5. **ARTICLE 5. OBLIGATIONS OF SCRRA**, sub paragraph Q. 3. b) shall be deleted in its entirety and replaced with:

b) Five (5) Passenger Information Phones, one (1) each to be installed and commissioned at Tippecanoe station, ESRI station, Downtown Redlands station Metrolink Platform, Downtown Redlands station Arrow Platform, University of Redlands station.

6. Add **ARTICLE 5. OBLIGATIONS OF SCRRA**, sub paragraph U. b). vii:

vii) Qualified Mechanical Personnel for the purpose of undertaking daily FRA CFR testing requirements prior to allowing operation of the DMUs on the main line.

7. Add **ARTICLE 5. OBLIGATIONS OF SCRRA**, sub paragraph U. c):

c) DMU “1000 mile” simulated service testing: SCRRA shall provide support services to assist SBCTA and their representatives in undertaking the “1000 mile” simulated service tests for each of the three (3) DMUs.

8. Add the following new sub paragraph to **ARTICLE 5. OBLIGATIONS OF SCRRRA:**

Y. Procure equipment and furniture required for the operation of the AMF, the maintenance of the DMUs and the maintenance of the RPRSA as defined in **Attachment K**.

9. **K. ARTICLE 7. MAXIMUM OBLIGATION** shall be deleted and replaced in its entirety with the following:

Notwithstanding any provisions of this AGREEMENT to the contrary, SBCTA and SCRRRA agree that SBCTA's maximum payment obligation per this AGREEMENT (including SCRRRA's direct and indirect costs) shall not exceed \$17,293,551.40 for railroad design support and CONSTRUCTION SUPPORT services, system integration testing, and equipment certification testing, provision of train and engine crew certification, and other PRE-REVENUE SERVICE SUPPORT for the transition from a construction project to an operating railroad.

10. **Attachment I - Funding and Deposit Summary** shall be deleted and replaced with the revised "ATTACHMENT I – Funding and Deposit Summary," which is attached to and incorporated into this Agreement by reference.

11. **Attachment K - Additional Pre-revenue Services** is attached to and incorporated into this Agreement by this reference.

12. Except as amended by this AMENDMENT NO. 5, all other provisions of the AGREEMENT, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.

This AMENDMENT NO. 5 shall be made effective upon execution by both PARTIES.

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

IN WITNESS WHEREOF, the PARTIES hereto have caused this AMENDMENT NO. 5 to be entered into as of the date set forth above.

**SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____

Darren Kettle
Chief Executive Officer

By: _____

Curt Hagman
Board President

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____

Don O. Del Rio
General Counsel

By: _____

Julianna K. Tillquist
General Counsel

ATTACHMENT I

Funding and Deposit Summary

Attachment: 17-1001587_Amendment 5 (8084 : Amend No. 5 to Coop Agreement No. 17-1001587 with SCRRA for the RPRP)

Attachment I-Funding and Deposit Summary

Contract	Funding Amount	Deposit	Funding By Project		
			860942 (Design)	418004 (Con)	Funding Amount
17-1001587	\$ 1,069,500.00	\$ 181,815.00	\$ 1,069,500.00	\$ -	\$ 1,069,500.00
17-1001587-1	\$ 6,758,425.00	\$ 1,148,932.25	\$ 62,700.00	\$ 6,695,725.00	\$ 6,758,425.00
17-1001587-2	\$ 370,500.00	\$ 62,985.00	\$ 370,500.00	\$ -	\$ 370,500.00
17-1001587-3	\$ 4,327,000.00	\$ 735,590.00	\$ -	\$ 4,327,000.00	\$ 4,327,000.00
17-1001587-4	\$ 2,426,776.40	\$ 412,551.99		\$ 2,426,776.40	\$ 2,426,776.40
17-1001587-5	\$ 2,341,350.00	\$ 398,029.50		\$ 2,341,350.00	\$ 2,341,350.00
Total	\$ 17,293,551.40	\$ 2,939,903.74	\$ 1,502,700.00	\$ 15,790,851.40	\$ 17,293,551.40

Notes:


SCRRA Project Number 860942 (Design)

SCRRA Project Number 418004 (Construction)

ATTACHMENT K

Additional Pre-revenue Services

Attachment: ATTACHMENT K - cover page (8084 : Amend No. 5 to Coop Agreement No. 17-1001587 with SCRRA for the RPRP)

 METROLINK SCRRA Project No. Project Name Schedule		Attachment K - Additional Pre-Revenue Services 17-1001587 Amendment No. 5 418004 Redlands Passenger Rail Project October 2018-October 2022						
NO.	ITEM	QUANTITY				UNIT	UNIT COST	TOTAL COST
		No. Persons	No. of Months	Hours per Month	Total			
M	AMF Equipment							
1	Forklift				1	LS	\$ 120,000.00	\$ 120,000.00
2	Utility Carts				2	EA	\$ 12,000.00	\$ 24,000.00
3	Containers				1	LS	\$ 25,000.00	\$ 25,000.00
4	Shop Equipment				1	LS	\$ 120,000.00	\$ 120,000.00
5	Mobile Train Wash				1	LS	\$ 120,000.00	\$ 120,000.00
6	Portable DMU Jacks				1	LS	\$ 400,000.00	\$ 400,000.00
	Sub-Total				7			\$ 809,000.00
N	AMF Building							
1	Office Furniture				1	LS	\$ 5,000.00	\$ 5,000.00
2	Storeroom counters				1	LS	\$ 500.00	\$ 500.00
3	Breakroom Equipment				1	LS	\$ 1,500.00	\$ 1,500.00
	Sub-Total							\$ 7,000.00
O	DMU Burn Ins							
1	Train Crew				4	Wks	\$ 8,750.00	\$ 35,000.00
2	Qualified Mechanical Personnel				2	Wks	\$ 8,750.00	\$ 17,500.00
	Sub-Total							\$ 52,500.00
P	Staff Support							
1	Program Delivery Team				1	LS	\$ 115,000.00	\$ 115,000.00
2	Consultant Scheduling Support	2	12	85	2,040	Hr	\$ 250.00	\$ 510,000.00
3	Qualified Mechanical Personnel				5	Wks	\$ 8,000.00	\$ 40,000.00
	Sub-Total							\$ 665,000.00
Q	Station Call Boxes							
1	Call Boxes (Funding for 2 provided in Amend 3)				3	EA	\$ 15,000.00	\$ 45,000.00
	Sub-Total							\$ 45,000.00
R	WCNSS							
1	WCNSS Feature in PTC Training Simulator Software				1	LS	\$ 250,000.00	\$ 250,000.00
2	WCNSS Design Consultant for Testing & Licenses				1	LS	\$ 300,000.00	\$ 300,000.00
	Sub-Total							\$ 550,000.00
	Sub-Total (Item No. M - R)							\$ 2,128,500.00
	10% CONTINGENCY							\$ 212,850.00
	Amendment 5 Sub-total							\$ 2,341,350.00
	Amendment 5 Total							\$ 2,341,350.00
Notes: 1 The cost of SCRRA services shown is an estimate only and SBCTA will reimburse SCRRA on the basis of actual costs and expenses. 2 SBCTA shall reimburse SCRRA the actual costs and expenses incurred by SCRRA and its contractors and consultants for all services and work performed in								

Attachment: 17-1001587_Amendment 5 Attachment K (8084 : Amend No. 5 to Coop Agreement No. 17-1001587 with SCRRA for the RPRP)

Minute Action

AGENDA ITEM: 19

Date: November 3, 2021

Subject:

Redlands Passenger Rail Project – Amendment No. 4 to Construction Management Consultant Contract No. 18-1001834

Recommendation:

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

A. Approve Amendment No. 4 to Contract No. 18-1001834 with Lockwood, Andrews & Newnam, Inc., for Construction Management Consultant Services for the Redlands Passenger Rail Project Rail Storage and Maintenance Facility, increasing the contract amount by \$206,804.38, for a new lump sum amount not-to-exceed \$2,823,213.40, and extending the termination date to April 30, 2022.

B. Approve contingency in an amount not-to-exceed \$116,196.07 for Contract No. 18-1001834 and authorize the Executive Director, or his designee, to release contingency as necessary for the Project to be funded with State Transit Assistance funds.

C. Approve a Fiscal Year 2021/2022 Budget Amendment, increasing Task 0315, Transit Capital, by \$206,804.38 in State Transit Assistance funds.

Background:

On June 5, 2019, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the award of Construction Contract No. 19-1002070, based on the competitive low bid process, for the Redlands Passenger Rail Project (RPRP) Rail Storage & Maintenance Facility (RSMF), to Granite Construction Company, for a fixed lump sum of \$20,855,000. The maintenance facility is a sub-component of the RPRP, a 9-mile reconstructing of the existing Redlands Subdivision, which will provide for commuter rail service between the Cities of San Bernardino and Redlands. The maintenance facility project entailed repurposing the existing Inland Empire Maintenance Facility located at 958 West 3rd Street in the City of San Bernardino, east of the San Bernardino Santa Fe Depot and west of Interstate 215 on property owned by SBCTA. The maintenance facility is 96% complete and includes a pre-engineered metal building, two maintenance bays, a maintenance pit, staff and crew office space, a lunchroom, a machine shop area, and a material storage area. The facility will accommodate a fleet of six (6) two-car multiple units, starting with three (3) diesel multiple units (DMU), and eventually a zero-emission multiple unit (ZEMU).

On April 15, 2021, the California Public Utility Commissions (CPUC) inspected the maintenance facility and identified that the width of the rail vehicle entry doors was not in compliance with CPUC General Order 26D (GO-26D) which requires a minimum 30-inch clearance between a heavy rail vehicle and an object such as a door, wall, curb, etc. WSP USA, the designer of record, developed multiple retrofit design concepts to modify the opening to allow for compliance with GO-26D. The final accepted concept design included modifying the building to have two 16-foot door openings for the future DMU and one 10-foot opening for vehicle and worker access. Implementation of this design requires the removal of affected structural elements, doors, and appurtenances. It will also require the fabrication and installation

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

November 3, 2021

Page 2

of these same elements. The design further requires coordination with the maintenance facility construction contractor, Granite Construction, and their sub-contractor, Butler, who designed the pre-engineered metal building. In addition, upon notification of the non-compliant clearance issue, staff directed the RPRP Program Management Consultant and the Designer of Record to conduct a thorough review of the completed facility to identify any other clearance issues. Upon review of the facility, it was determined that one of the elevated walkways that allows for maintenance of the vehicle from the roof is in direct conflict with the vehicle envelope and also requires retrofit.

On July 5, 2021, the SBCTA Board approved an amendment to the Construction Management Contract No. 18-1001834 with Lockwood, Andrews & Newnam, Inc., (LAN) to extend the Construction Management Consultant Services (CMCS) to support the retrofit effort. At that time, the scope of the retrofit work was only conceptual, and detailed drawings to define the work were yet to be generated. An approximate completion of mid-October 2021 was projected, but based on the incomplete scope of work at that time, staff noted in the agenda item that once the final retrofit scope of work and duration were better defined, staff would return to the Board for additional funding if required. Presently, the initial draft designs for the retrofit work are complete and scheduled to be finalized by the early part of October 2021. Based on the available information at this time, we estimate substantial completion of this work to be completed by January 2022, followed by three months of project close-out. Consequently, staff is returning for additional funding to extend the CMCS through April 2022 to complete the retrofit work and project close-out. Per Policy 11000, V.C.3.a, staff recommends approval of Amendment No. 4 to Contract No. 18-1001834 with LAN since they are already providing construction management services and approving the amendment will provide continuity with the contractor and other project team members to successfully complete the project. Under Recommendation B, staff recommends adding contingency funds to the contract estimated at about 5% of total contract amount to account for unforeseen increase in the level of effort during the retrofit work and project close-out phase.

Financial Impact:

This item is not consistent with the Fiscal Year 2021/2022 Budget. A budget amendment is requested in Recommendation C.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 14, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail Programs

Approved
Board of Directors
Date: November 3, 2021

Witnessed By:

General Contract Information

Contract No: 18-1001834 Amendment No.: 4

Contract Class: Payable Department: Transit

Vendor No.: 03386 Vendor Name: Lockwood, Andrews, Newnam, Inc.

Description: Redlands Passenger Rail Project - Rail Storage Maintenance Facility - CMC Services

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	975,902.72	Original Contingency		\$	48,795
Prior Amendments		\$	1,615,541.70	Prior Amendments		\$	
Prior Contingency Released		\$	24,964.60	Prior Contingency Released (-)		\$	(48,795
Current Amendment		\$	206,804.38	Current Amendment		\$	116,000
Total/Revised Contract Value		\$	2,823,213.40	Total Contingency Value		\$	116,196
	Total Dollar Authority (Contract Value and Contingency)					\$	2,939,409

Contract Authorization

Board of Directors Date: 11/03/2021 Board Item # 8085

Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? No Board Approved Budget Adjustment

State Construction Management N/A

Accounts Payable

Estimated Start Date: 05/10/2018 Expiration Date: 12/31/2021 Revised Expiration Date: 04/30/2021

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

								Total Contract Funding:	Total Contingency:
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL: 1050	30	0315	0324	52001	42218001		STA	2,823,213.40	116,196.0
GL: -	-	-	-	-	-	-	-	2,823,213.40	116,196.0
GL: -	-	-	-	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	-	-	-
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Victor Lopez

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: CSS_18-1001834-4 (8085 : Redlands Passenger Rail Project - Amendment No. 4 to CMCS Contract No. 18-1001834)



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AMENDMENT NO. 4 TO CONTRACT NO. 18-1001834

FOR

**CONSTRUCTION MANAGEMENT CONSULTANT SERVICES FOR THE REDLANDS
PASSENGER RAIL PROJECT RAIL MAINTENANCE FACILITY**

(LOCKWOOD, ANDREWS & NEWNAM, INC.)

This AMENDMENT No. 4 to Contract No. 18-1001834 is made by and between Lockwood, Andrews & Newnam, Inc. ("CONSULTANT") and the San Bernardino County Transportation Authority ("SBCTA"). CONSULTANT and SBCTA are each a "Party" and are collectively "Parties".

RECITALS

- A. SBCTA, under Contract No. 18-1001834, has engaged the services of CONSULTANT to provide construction management consultant services for Redlands Passenger Rail Project Rail Maintenance Facility ("Contract"); and
- B. On May 9, 2018, SBCTA and CONSULTANT entered into Agreement 18-1001834 with a period of performance ending December 31, 2019; and
- C. On August 20, 2019, Project Contingency in the amount of \$24,964.60 was authorized to allow CONSULTANT two additional months of pre-construction services; and
- D. On December 12, 2019, SBCTA and CONSULTANT executed Amendment No. 1 to extend the period of performance to end on December 31, 2020; and
- E. On October 13, 2020, SBCTA and CONSULTANT executed Amendment No. 2 to extend the period of performance to end on December 31, 2021 and increased the not-to-exceed amount by \$900,000.00; and
- F. On July 20, 2021, SBCTA and CONSULTANT executed Amendment No. 3 to increase the not-to-exceed amount by \$715,541.70; and
- G. SBCTA and CONSULTANT desire to amend the aforesaid contract to increase the contract amount by \$208,487.36, and extend the period of performance through April 30, 2022.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and SBCTA agree as follows:

1. Article 2 "CONTRACT TERM," is deleted and replaced in its entirety to read as follows:

- 2.1 The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst and shall continue in effect through April 30, 2022, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense

obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.

- 2.2 SBCTA at its sole discretion may extend the term of the Contract for one, one-year option(s). The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed April 20, 2023.

2. Add Article 3.13 through 3.15 "COMPENSATION" to read as follows:

- 3.13 In addition to the Lump Sum Compensation stated in Article 3.8 and 3.12, for extending CMC services, additional compensation is available to the CONSULTANT per the terms of Articles 3.14 through 3.15 for an additional extension of services.
- 3.14 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein, and in compliance with all the terms and conditions of this Contract, and shall be on a Lump Sum basis for all obligations incurred in CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.15 below.
- 3.15 The Contract Not-To-Exceed Amount is increased, as shown in Attachment "D" of this contract, by Two Hundred Six Thousand Eight Hundred Four Dollars and Thirty-Eight Cents (\$206,804.38) for a total Not-To Exceed Amount of Two Million Eight Hundred Twenty-Three Thousand, Two Hundred Fourteen Dollars and Fourteen Cents (\$2,823,213.40). All Work provided under this Amendment No. 4 is to be performed as set forth in ATTACHMENT "A" "Scope of Work", and shall be reimbursed pursuant to ATTACHMENT "D" "Fee Schedule" on a monthly lump sum basis. SBCTA will not reimburse CONSULTANT for any expenses not shown in ATTACHMENT "D" or agreed to and approved by SBCTA as required under this Contract.
3. Exhibit "D" is attached to and incorporated into Amendment No. 4 by this reference.
4. Except as amended by this Amendment No. 4, all other provisions of the Contract, as amended, shall remain in full force and effect and are incorporated herein by this reference.
5. This Amendment No. 4 is effective upon execution by SBCTA.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.2 below.

**LOCKWOOD, ANDREWS &
NEWNAM, INC.**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Timothy J. Schmidt
Senior Associate

By: _____
Curt Hagman
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Exhibit D - Amendment No. 4 Fee Schedule

Construction Management Consultant Services RPRP Rail Storage & Maintenance Facility San Bernardino County Transportation Authority

Fee Schedule to Extend CMCS												
Grid Line 1 Door Retrofit			Estimated Substantial Completion 1/31/22									
Mezzanine Retrofit			Estimated Completion 12/14/21									
							Close-Out/Commissioning Already Funded					
	2021		2022									
Task/Role	Dec	Jan	Feb	Mar	Apr	TOTAL HOURS	Hourly Rate	OH	Rate +OH	Fee	Billable Rate	TOTAL COST
Construction Management and Inspection												
Construction Manager	156	116	0	0	0	272	\$ 112.00	185.43%	\$ 319.68	8.0%	\$ 345.26	\$ 93,909.67
Lead Inspector/Structural Lead	156	80	0	0	0	236	\$ 71.45	147.00%	\$ 176.48	8.0%	\$ 190.60	\$ 44,981.60
Office Engineer	156	136	0	0	0	292	\$ 51.70	185.43%	\$ 147.57	8.0%	\$ 159.37	\$ 46,536.83
Assistant OE	40	40	0	0	0	80	\$ 32.68	185.43%	\$ 93.28	8.0%	\$ 100.74	\$ 8,059.26
Scheduler	27	27	0	0	0	54	\$ 80.00	185.43%	\$ 228.34	8.0%	\$ 246.61	\$ 13,317.02
Total Hours	535	399	0	0	0	934						\$ 206,804.38
Material Testing												
Special Inspections (Welding/Bolts)	Funded in Amendment No. 2					0	\$ 57.22	132.22%	\$ 132.88	8.0%	\$ 143.51	\$ -
						0	\$ 57.22	132.22%	\$ 132.88	8.0%	\$ 143.51	\$ -
Phase 3 - Post Construction												
Construction Manager	0	0	80	80	40	Already Funded						
Office Engineer Amend 2	0	0	20	20	20							
Commissioning MEP	0	40	40	40	10							
Extend Construction Sub-Total											\$	206,804.38
TOTAL											\$	206,804.38

Assumptions

1. Based on the latest DRAFT schedule from Granite and working with Granite to expedite the schedule we have based or request for extension on the estimate completion of February 10, 2022 for the door retrofit.
2. Close out and commissioning is already funded and it is our expectation that the commissioning will take place as scheduled while the door and mezzanine are completed time for Tim Schmidt and Mark Vargas in the month of January for Construction has been reduced to split between the construction tasks and the close-out and commissioning tasks.
3. The required special inspections for welding and bolts was included in Amendment # 2 and those funds will be utilized to provide those required inspections.

Minute Action

AGENDA ITEM: 20

Date: November 3, 2021

Subject:

West Valley Connector-Phase I – Amendment No. 1 to Cooperative Agreement No. 17-1001638 with Omnitrans

Recommendation:

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

A. Approve Amendment No. 1 to Contract Number 17-1001638 with Omnitrans, memorializing the roles and responsibilities of each agency for the implementation of the West Valley Connector Project and providing for Omnitrans' contribution to reimburse the San Bernardino County Transportation Authority (SBCTA) for the cost of the project, in a revised not-to-exceed amount of \$139,344,117 and for SBCTA to reimburse Omnitrans in a revised not-to-exceed amount of \$35,051,386.

B. Approve a budget amendment for the Fiscal Year 2021/2022 Budget for Task 0315, Transit Capital, to substitute \$3,400,000 of Federal Transit Administration 5309 funds with Local Projects funds in the amount of \$3,400,000 for a zero net increase to the Budget.

Background:

The West Valley Connector (WVC) Phase 1 Project is a Bus Rapid Transit (BRT) line located in the Cities of Pomona, Montclair, Ontario and Rancho Cucamonga, and consists of a hybrid of alignments identified in the 2010 Omnitrans sbX System Corridors plan. The BRT route will connect the Pomona Metrolink Station on the Riverside Line to the Ontario International Airport via Holt Boulevard and the Rancho Cucamonga Metrolink Station on the San Bernardino Line via Milliken Avenue, terminating at Victoria Gardens on Day Creek Boulevard south of Main Street. The San Bernardino County Transportation Authority (SBCTA) intends to construct the WVC, which will then be operated by Omnitrans, as approved by both the SBCTA and Omnitrans Board of Directors in January 2017.

In May 2020, the SBCTA Board of Directors (Board) adopted Resolution No. 20-046, making findings necessary to approve the Mitigation Monitoring and Reporting Program, adopting a Statement of Overriding Considerations, and approving and certifying the Final Environmental Impact Report (FEIR) for the WVC Project (Project), in compliance with the California Environmental Quality Act (CEQA). Subsequently, on May 12, 2020, the Federal Transit Administration (FTA) rendered its approval of the Findings of No Significant Impact (FONSI), which concluded the Environmental Clearance of the Project.

SBCTA and Omnitrans previously entered into Cooperative Agreement No. 17-1001638 for the WVC, which identifies the roles and responsibilities of each agency for execution of Phase 1 of the WVC. Included in the Cooperative Agreement was a funding plan for the environmental, design, vehicle procurement, and construction of WVC Phase 1. Fund sources identified for the project include Measure I Valley Express Bus/BRT Program funds, revenue from the sale of the Omnitrans Mid-Valley Property, Federal Congestion Mitigation and Air Quality (CMAQ) funds previously assigned to Omnitrans for bus purchases, in-kind contributions, City of Ontario

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

November 3, 2021

Page 2

Measure I Valley Major Streets Arterial Program funds, and a future Federal Small Starts Capital Improvement Grant.

Since the approval of the Cooperative Agreement, SBCTA and Omnitrans collaborated on several grant submissions and were successful in securing additional State and Federal funding, including \$65 million from State Solutions for Congested Corridors Program (SCCP) and \$15 million from Transit and Intercity Rail Capital Program (TIRCP). The project also received an additional \$26 million in Federal funding that will flow through the FTA from stimulus funds under the American Rescue Plan (ARP) Act and received an allocation of \$86.75 million from the FTA discretionary Capital Investment Grant (CIG) program. SBCTA is the direct recipient of State SCCP and TIRCP funding and Omnitrans is the direct recipient of Federal ARP and CIG funds. The proposed amendment to the Cooperative Agreement includes a revised funding plan as a result of the additional project funding, bringing the total funding to be received by SBCTA from Omnitrans to \$139,344,117 and the total funding to be paid from SBCTA to Omnitrans to \$35,051,386, as noted under Recommendation A.

In addition, the amendment addresses roles and responsibilities related to changes in Project scope and revised project budget. In September 2020, the Board approved deferring the construction of a new operations and maintenance facility and implementing 40-foot battery electric buses (BEB) for the new BRT route. The existing West Valley maintenance facility located in Montclair has the capacity to maintain the eighteen (18) battery electric buses needed to operate the new BRT route, but will need to be retrofitted with charging infrastructure. The procurement of the BEBs will be done by Omnitrans and will be partially funded using the \$15 million TIRCP funds received by SBCTA towards the cost of BEBs. SBCTA is the lead agency in completing the environmental and final design work for the revised maintenance facility scope of work. Omnitrans will issue the procurement for the maintenance facility work and receive support from SBCTA's Construction Management Consultant for the charging infrastructure construction.

Financial Impact:

This item is not consistent with the Fiscal Year 2021/2022 Budget. A budget amendment is requested in Recommendation B.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 14, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Victor Lopez, Director of Capital Delivery

Approved
Board of Directors
Date: November 3, 2021

Witnessed By:

General Contract Information

Contract No: 17-1001638 Amendment No.: 1

Contract Class: Receivable Department: Transit

Customer ID: 01568 Customer Name: Omnitrans

Description: Cooperative Agreement with Omnitrans for the West Valley Connector Project

List Any Accounts Payable Related Contract Nos.: MOU 15-1001289. Payable 18-1001788.

Dollar Amount							
Original Contract		\$	29,263,743.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	110,080,374.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	139,344,117.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	139,344,117.00

Contract Authorization

Board of Directors Date: 11/03/2021 Board Item # 8083

Contract Management (Internal Purposes Only)

Local Funding Agreement N/A

Accounts Receivable													
Total Contract Funding:		\$ 139,344,117.00				Funding Agreement No:		17-1001638					
Beginning POP Date:		10/04/2017			Ending POP Date:		12/31/2039			Final Billing Date:		12/31/2039	
Expiration Date:		12/31/2039											
Sub-						Sub-							
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:		
GL: 6010	30	0315	0334	42909014	20,078,726.00	GL: 6010	30	0315	0334	42909007	747,247.00		
GL: 6010	30	0315	0334	42909015	5,019,681.00	GL:					-		
GL: 6010	30	0315	0334	42909017	659,692.00	GL:					-		
GL: 6010	30	0315	0334	42909020	86,750,000.00	GL:					-		
GL: 6010	30	0315	0334	42909021	26,088,771.00	GL:					-		

Victor Lopez

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

General Contract Information

Contract No: 18-1001788 Amendment No.: 1Contract Class: Payable Department: TransitVendor No.: 01568 Vendor Name: OmnitransDescription: Cooperative Agreement with Omnitrans for the West Valley Connector ProjectList Any Related Contract Nos.: MOU 15-1001289. Receivable 17-1001638.

Dollar Amount							
Original Contract		\$	1,125,544.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	33,925,842.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	35,051,386.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	35,051,386.00

Contract Authorization

Board of Directors Date: 11/03/2021 Board Item # 8083

Contract Management (Internal Purposes Only)

Other Contracts	Sole Source?	No Budget Adjustment
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
State/Local	Funding Agreement	N/A

Accounts Payable

Estimated Start Date: 10/04/2017 Expiration Date: 04/30/2023 Revised Expiration Date: 12/31/2039NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:		Total Contingency:			
	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$		\$	
GL:	2565	30	0315	0334	52001	42206501		TIRCP	35,051,386.00		-	
GL:	4160	30	0315	0334	52001	41100000		MSI	15,000,000.00		-	
GL:									20,051,386.00		-	
GL:									-		-	
GL:									-		-	
GL:									-		-	
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GL:									-		-	
GL:									-		-	
GL:									-		-	
GL:									-		-	
GL:									-		-	

Victor Lopez

Victor Lopez

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Covers cost estimate for Maintenance Facility, Vehicles, PM and Start Up.

Attachment: CSS 18-1001788_Amendment 1_Payable (8083 : West Valley Connector-Phase I – First Amendment to Cooperative Agreement with

**AMENDMENT NO. 1 TO
CONTRACT NUMBER 17-1001638
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and
OMNITRANS
FOR
ENVIRONMENTAL CLEARANCE, DESIGN, RIGHT-OF-WAY (ROW), CONSTRUCTION,
AND PROJECT CLOSEOUT PHASES FOR PHASE 1 OF THE WEST VALLEY CONNECTOR
PROJECT**

I. PARTIES AND TERM

- A. THIS AMENDMENT NO. 1 to the Cooperative Agreement (“Agreement”) between the San Bernardino County Transportation Authority (“SBCTA”) and Omnitrans (“Omnitrans”), originally dated December 14, 2017, and identified as Contract Number 17-1001638, is made and entered into on _____, 2021, by SBCTA and Omnitrans.
- B. Section I.B of the Agreement is hereby amended as follows:
 - B. This Agreement shall terminate upon completion of SBCTA’s management of the environmental clearance, design, right-of-way (ROW), construction, and project closeout, except that the indemnification provisions of this Agreement shall remain in effect until terminated or modified, in writing, by mutual agreement of the Parties.

II. RECITALS

- A. Since SBCTA and Omnitrans originally entered into the Agreement, the PROJECT, as that term is defined in the Agreement, has been further developed and defined to include the use of battery electric 40’ buses with three doors (“Battery Electric Buses”) that will be procured for the PROJECT as described in this Amendment No. 1.
- B. To accommodate the use of Battery Electric Buses, Omnitrans will construct modifications to its West Valley Maintenance Facility.
- C. SBCTA will need to provide for on-route chargers for the Battery Electric Buses, as described in this Amendment No. 1.
- D. To account for these changes in the PROJECT scope, the PROJECT costs have been further refined and the Parties have clarified how Omnitrans will be reimbursed for its costs in this Amendment No. 1.
- E. It is expected that the PROJECT will receive additional Federal funding from various sources for which Omnitrans is the Designated Recipient and SBCTA is a Subrecipient that are accounted for in this Amendment No. 1 as changes to the PROJECT funding; provided, however, that the Agreement has already set forth the terms and conditions necessary for a Subrecipient agreement as required by the Federal Transit Administration (“FTA”).
- F. As the PROJECT schedule is further refined and revenue service is now estimated in early 2025, the term of the Agreement is extended in this Amendment No. 1.

- G. The Parties desire to clarify their respective roles for start-up and testing.
- H. Pursuant to sections I.B, VI.A and V.C of the Agreement, the Parties intend to modify the terms of the Agreement as set forth in this Amendment No. 1.

III. RESPONSIBILITIES OF SBCTA

The following responsibilities ascribed to SBCTA have changed:

- A. Section III.J of the Agreement is hereby deleted and replaced with the following:

- J. To accommodate the use of Battery Electric Buses for the PROJECT:

1. SBCTA will complete the environmental clearance and final design of the improvements needed to support the Battery Electric Buses at the West Valley Maintenance Facility on a timeline for the PROJECT agreed by both Parties which allows for timely completion of construction of such improvements by Omnitrans.
2. SBCTA will procure construction management consulting (“CMC”) services for both the construction of the mainline corridor by SBCTA and construction of the West Valley Maintenance Facility improvements by Omnitrans on a timeline for the PROJECT agreed by both Parties. SBCTA will include Omnitrans as an indemnified party and additional insured under its contract with the CMC.
3. SBCTA will complete environmental clearance, final design, and construction of on-route chargers for the Battery Electric Buses in accordance with the final design approved by both Parties on a timeline for the PROJECT agreed by both Parties.
4. SBCTA will provide consulting assistance to develop specifications for the Battery Electric Buses on a timeline for the PROJECT agreed by both Parties which allows for timely completion of bus procurement by Omnitrans.

- B. Section III.K of the Agreement is hereby deleted and replaced with the following:

K. SBCTA will submit to Omnitrans’ Designated Representative one monthly electronic signed invoice by no later than the 15th of each month according to Attachment B for reimbursement of eligible PROJECT expenses. SBCTA shall not invoice Omnitrans for an amount more than Omnitrans’ maximum obligation as set forth in Attachment B. The invoice shall include the following:

- i. Signature by an authorized agent of SBCTA who certifies the accuracy of the information in the invoice.
- ii. Reference to MOU No. 17-1001638.
- iii. Amount of eligible PROJECT costs to be reimbursed and percentage of total PROJECT costs incurred.

- iv. Supporting documentation for all expenses in accordance with Federal requirements.
- v. Such other information as requested by Omnitrans.

C. All other responsibilities of SBCTA remain unchanged and unaffected by this Amendment No. 1.

IV. RESPONSIBILITIES OF OMNITRANS

The following responsibilities ascribed to Omnitrans have changed:

A. Section IV.D of the Agreement is hereby deleted and replaced with the following:

- D. To contribute to the PROJECT an amount as set forth in Attachment B for Project costs. Under no circumstances shall the total combined Omnitrans contribution exceed the amount set forth in Attachment B without an amendment to this Agreement.

B. Section IV.F of the Agreement is hereby deleted and replaced with the following:

- F. Omnitrans will submit to SBCTA's Accounts Payable department one monthly electronic signed invoice by no later than the 20th of each month according to Attachment B. Total payments shall not exceed the maximum obligation for Omnitrans as set forth in Attachment B. The invoice shall include the following:
 - i. Signature by an authorized agent of Omnitrans who certifies the accuracy of the information in the invoice.
 - ii. Reference to MOU No. 17-1001638.
 - iii. Amount of eligible PROJECT expenses to be reimbursed.
 - iv. Supporting documentation for all expenses in accordance with Federal requirements.
 - v. Such other information as requested by SBCTA.

C. Section IV.L of the Agreement is hereby deleted and replaced with the following:

- L. Omnitrans will own and maintain the Battery Electric Buses, the West Valley Maintenance Facility, and station amenities, which includes without limitation shelters, benches, trash cans, security systems, on-route chargers, pylons, platforms, equipment boxes, railings, gates, signage, digital kiosks, and artwork, which will be purchased or constructed as part of the PROJECT. Ownership and maintenance responsibilities will be outlined in further detail in the maintenance agreements that will be executed between Omnitrans and each local jurisdiction.

D. The following Section IV.Q is added to the Agreement as follows:

- Q. To accommodate the use of Battery Electric Buses for the PROJECT:
1. Omnitrans will construct the improvements to the West Valley Maintenance Facility, including, without limitation, installation of charging infrastructure, in accordance with the final design prepared by SBCTA and approved by both Parties, on a timeline for the PROJECT agreed by both Parties but no later than six months prior to substantial completion of the mainline corridor.
 2. Omnitrans will notify and obtain approval from SBCTA for any changes to the work at the West Valley Maintenance Facility that impact the PROJECT schedule or budget.
 3. Omnitrans will install any needed electrical upgrades to the West Valley Maintenance Facility, in coordination with Southern California Edison, to effectuate the improvements identified in IV.Q.1.
 4. Omnitrans will coordinate its construction activities at the West Valley Maintenance Facility with the CMC retained by SBCTA in accordance with the contract between SBCTA and the CMC. Omnitrans will promptly consult with SBCTA if it anticipates any change to the scope of work or schedule for the CMC; Omnitrans and SBCTA will confer and agree upon any needed changes to scope or schedule for the PROJECT and SBCTA will provide such direction in writing to CMC.
 5. Omnitrans will procure 18 new 40' Battery Electric Buses in accordance with the agreed-upon vehicle specifications, administer the Battery Electric Bus Procurement contract, and complete any preliminary inspection or testing after delivery so that at least two Battery Electric Buses are ready for pre-revenue service testing on the corridor on a timeline for the PROJECT agreed by both Parties, but no later than six months prior to substantial completion of the mainline corridor and the balance of the fleet ready for revenue service.
 6. As part of its responsibilities for procurement of the Battery Electric Buses, Omnitrans will design and implement an sbX Purple Line paint scheme for the Battery Electric Buses.
 7. Omnitrans will provide to SBCTA, FTA, and any other funding or regulatory agencies, any reports or information required to comply with Federal and State requirements and will coordinate with SBCTA to meet document control protocols for the PROJECT.

E. The following Section IV.R is added to the Agreement as follows:

R. In accordance with the agreed PROJECT timeline, Omnitrans will be responsible for the completion of start-up tasks, including but not limited to the following:

1. Complete emergency drills required prior to revenue service.
2. Establish communication utility service for mainline corridor.
3. Test and optimize the transit signal priority (“TSP”) system and coordinate with cities to develop process for monitoring and reporting functionality of the TSP system.
4. Procure items necessary for start-up operations.

Omnitrans and SBCTA may agree upon additional start-up tasks not specifically listed above, and other eligible start-up PROJECT costs, as long as they don’t exceed the start-up amount listed under Attachment B.1, without an amendment to this Agreement .

F. All other responsibilities of Omnitrans remain unchanged and unaffected by this Amendment No.1.

V. MUTUAL RESPONSIBILITIES

The following responsibilities ascribed to both Parties have changed:

A. Section V.R of the Agreement is hereby added as follows:

R. The Parties agree that each Party is responsible for timely completion of its obligations under this Agreement in accordance with the mutually agreed PROJECT schedule, which may be modified from time to time without amendment of this Agreement. The Parties further agree that each Party’s timely completion of its obligations may depend, in part, on the other Party’s timely completion of its obligations. Either Party’s failure to timely complete its obligations could cause the other Party to incur unanticipated costs that may require use of the PROJECT contingency. If either Party reasonably anticipates that it will be unable to complete its obligations within the agreed PROJECT schedule, that Party will immediately notify the other Party. The Parties will meet to try to resolve the issue in order to avoid incurring any additional costs to the PROJECT and avoiding any associated delays.

B. All other mutual responsibilities remain unchanged and unaffected by this Amendment No. 1.

VI. PROJECT COSTS AND FUNDING

The following Section VII. PROJECT COSTS AND FUNDING is hereby added as follows.

AMENDMENT NO. 1 TO CONTRACT NUMBER 17-1001638

Page 5

VII. PROJECT COSTS AND FUNDING

A. Project Costs.

1. Eligible PROJECT costs shall include Management, Planning, Environmental, Design, ROW, Construction, and Project closeout; PROJECT costs shall not include any operational costs.
2. Each Party shall be responsible for their respective PROJECT costs as described in Attachment B and may adjust those costs between line items with approval by SBCTA's representative; provided, however, that SBCTA's total responsibility shall not exceed \$248,631,412, Omnitrans' total responsibility shall not exceed \$38,882,996, and the total PROJECT costs shall not exceed \$287,514,407.
3. The Parties agree that the PROJECT costs allocated to Omnitrans may be adjusted between certain line items, with concurrence by SBCTA's representative, without an amendment to this Agreement; provided, however, that a written Amendment approved by both Parties is required to increase the total PROJECT costs or the total Project costs allocated to either Party.

B. Project Funding and Assignment of Federal Funds.

1. The anticipated PROJECT funding shall be those amounts and sources as described in Attachment B.
2. Omnitrans, as designated applicant/recipient of FTA funds, hereby agrees to facilitate a pass-through of FTA funds, upon grant award, to SBCTA as a Subrecipient in the amounts as described in Attachment B. Pursuant to the Parties' Memorandum of Agreement No. 15-1001289, as amended, SBCTA, on behalf of itself and its contractors, hereby assumes responsibility for compliance with all applicable grant agreements and Federal requirements, including without limitation the current FTA Master Agreement. Omnitrans retains responsibility for monitoring SBCTA's compliance as a Subrecipient. Omnitrans shall comply with all applicable grant agreements and Federal requirements, including without limitation the current FTA Master Agreement, for those portions of the PROJECT that Omnitrans is managing, as further set forth in this Amendment No. 1.
3. SBCTA shall be responsible for managing and tracking the PROJECT budget and payment of PROJECT costs in accordance with applicable Federal requirements. Omnitrans shall be responsible for managing and tracking the PROJECT budget and payment of PROJECT costs in accordance with applicable Federal requirements for those portions of the PROJECT that Omnitrans is managing, as further set forth in this Amendment No. 1. Omnitrans and SBCTA will retain and provide to each other all required documentation and reports necessary to comply with Federal requirements and requests for information.

C. Reimbursement of Incurred PROJECT Expenses.

1. Omnitrans shall be entitled to reimbursement of allowable PROJECT costs incurred by Omnitrans in accordance with Attachment B. Allowable PROJECT costs include the following: Project management; construction of the improvements to the West Valley Maintenance Facility; purchase costs of the Battery Electric Buses; eligible costs for

environmental and design (already incurred and reimbursed); and eligible costs for start-up and testing.

2. Omnitrans will provide to SBCTA all required documentation and reports to support allowable PROJECT costs as necessary to comply with Federal requirements and requests for information.

VII. EXHIBITS OR ATTACHMENTS

The following attachments, which were incorporated by reference into the original agreement, are hereby modified as follows:

- A. **Attachment A – Project Scope.** Attachment A is hereby replaced with Attachment A.1.
- B. **Attachment B – Project Capital Costs and Funding Shares.** Attachment B is hereby replaced with Attachment B.1.
- C. **Attachment C – Project Milestone and Anticipated Schedule.** Attachment C is hereby replaced with Attachment C.1.

All other attachments remain unchanged and unaffected by this Amendment No. 1.

VIII. MISCELLANEOUS

- A. Other than as expressly provided in this Amendment No. 1, all terms and conditions of the Agreement remain in full force and effect.

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

**SIGNATURE PAGE TO
AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. 17-1001638
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY and OMNITRANS**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Curt Hagman
Board President
Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel
Date: _____

OMNITRANS

By: _____
Erin Rogers
CEO/General Manager
Date: _____

APPROVED AS TO FORM:

By: _____
Haviva Shane
Omnitrans General Counsel
Date: _____

ATTACHMENT A.1 –PROJECT SCOPE

West Valley Connector Bus Rapid Transit Project

The San Bernardino County Transportation Authority (SBCTA), along with the public transit operator Omnitrans, is proposing to construct the West Valley Connector (WVC) Bus Rapid Transit (BRT) project, linking the City of Pomona in Los Angeles County with the cities of Montclair, Ontario, and Rancho Cucamonga, in San Bernardino County, California. The goal of the West Valley Connector BRT project is to provide faster, more frequent, and more direct bus service connecting major destinations throughout the western part of the San Bernardino Valley. It will also provide enhanced amenities for passengers and improvements over existing local service. As detailed in the environmental document, the 35-mile WVC BRT line would be constructed in two phases: Phase 1/Milliken Alignment and Phase 2/Haven Alignment.

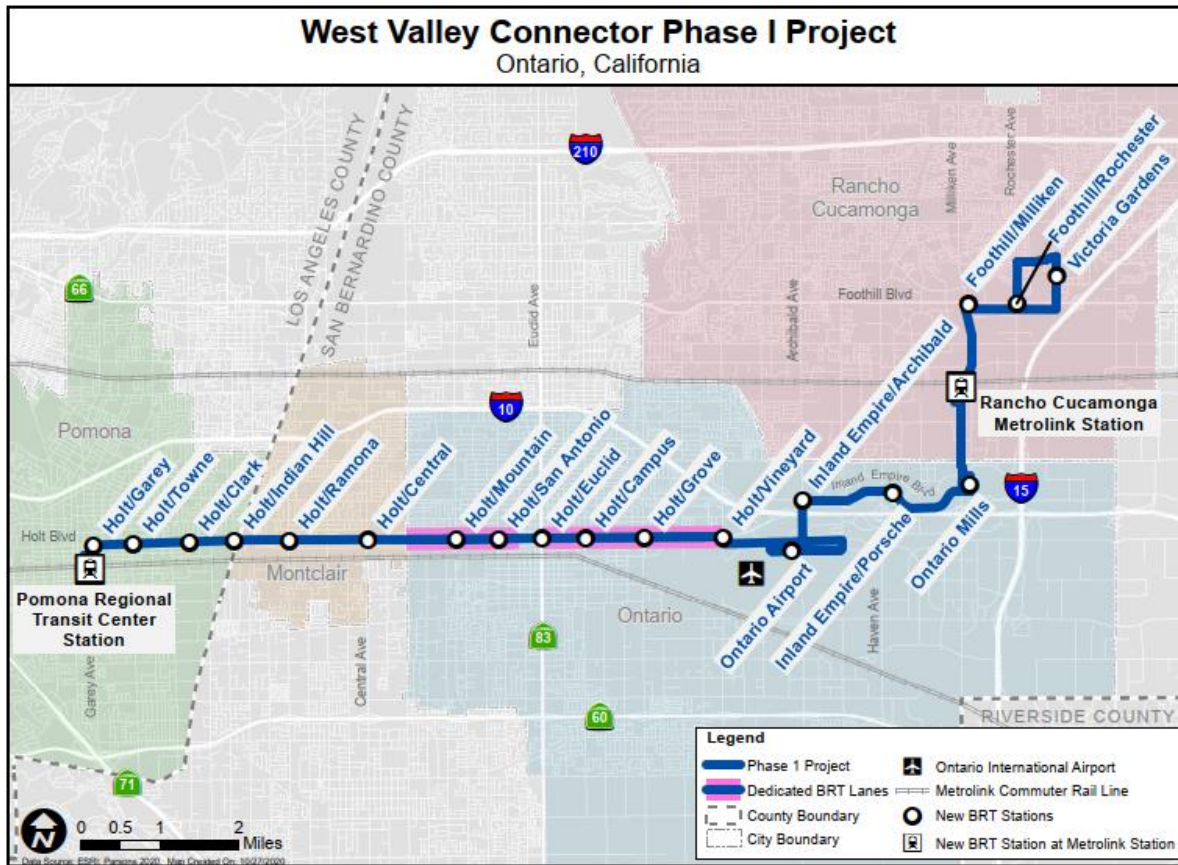
This Agreement covers Phase 1 of the project, which includes 19 miles between the Pomona Regional Transit Center station and Victoria Gardens in Rancho Cucamonga, with 21 intermediate stations serving major destinations and transfer points, such as downtown Ontario, Ontario Airport, and the Rancho Cucamonga Metrolink station. Phase 1 includes 3.5 miles of center-running, dedicated BRT lanes through central Ontario and 15.5 miles of curb lane mixed flow operation. The WVC BRT Phase 1 alignment will operate 10-minute peak and 15-minute off-peak service for 14 hours per day, Monday through Friday, which is projected to reduce travel time by 28% (from 75 minutes to 54 minutes) and increase corridor ridership by 18% in the opening year, 2024. Additional ridership growth is anticipated over time.

Phase 1 of the corridor overlaps with segments of two of Omnitrans' highest-ridership bus routes, Route 61 on Holt Boulevard and Route 66 on Foothill Boulevard. These two corridors were among the ten planned BRT corridors proposed in the *Omnitrans System-Wide Transit Corridors Plan for the San Bernardino Valley* (2011). The West Valley Connector will be the second BRT corridor to be implemented in the Omnitrans service area. The West Valley Connector project is also included in SBCTA's *Measure I Strategic Plan* and the Southern California Association of Governments' (SCAG) *2016 Regional Transportation Plan / Sustainable Communities Strategy* (RTP/SCS).

Corridor Alignment

Phase 1 of the West Valley Connector BRT corridor serves many population and employment concentrations, key activity centers and high ridership destinations.

As shown in the WVC corridor map below, the WVC Phase 1 will connect the Pomona Regional Transit Center, Ontario International Airport, the Rancho Cucamonga Metrolink Station, Ontario Mills and Victoria Gardens. Ontario Mills is one of Omnitrans' busiest and highest ridership transit hubs; it currently serves existing local bus routes 61, 81, 82, and freeway express commuter route 290, as well as Riverside Transit Agency's freeway express commuter route 204.



Proposed Project Specifics

The goals of the project are to provide enhanced transit service in the most heavily traveled corridor in Omnitrans' service area, and to provide multimodal connectivity with Omnitrans' local bus services, Metrolink commuter rail services (at two stations), and neighboring Foothill Transit, Riverside Transit, and LA Metro transit services, and faster travel to and from the Ontario International Airport.

The project has had extensive stakeholder and public involvement to determine the most viable project definition to be advanced during the Project Development phase. These efforts included multiple public meetings as part of the Alternatives Analysis/conceptual engineering work in 2014; the Environmental Assessment scoping meetings for the West Valley Connector project in 2016; and additional outreach efforts in 2017 as requested by Federal Transit Administration (FTA) for affected property owners along Holt Boulevard and environmental justice populations. There is strong support for the project in all the communities that will be served, as shown by the public comments received. SBCTA and Omnitrans also anticipate that the project will significantly enhance multimodal connectivity and reduce vehicle-miles traveled (VMT) and greenhouse gas emissions in the region.

The West Valley Connector Phase 1 project definition includes the following elements:

- 19-mile corridor serving Pomona, Montclair, Ontario, and Rancho Cucamonga, as well as the Ontario International Airport and two Metrolink stations.
- “sbX branded” BRT limited stop service with 14 service hours per day on weekdays.
 - Phase I/Milliken Alignment: 10-minute peak and 15-minute off-peak headways
- 3.5 miles of dedicated bus lanes with five center median stations on Holt Boulevard in the City of Ontario.
- 33 station platforms at 21 station locations/major intersections spaced 0.5-mile to 1-mile apart. Station design elements include sbX-branded pylons, digital information kiosks, benches, trash receptacles, bicycle racks, security cameras, light fixtures, shelters/canopies with wind screens, and landscaping.
- Art in Transit Program providing artwork for windscreens on shelters and artwork for wraps of utility boxes.
- Transit signal priority (with signal coordination) and queue jump lanes to bypass traffic congestion at intersections.
- 40-foot battery-operated electric buses with sbX branding.
- Street improvements as needed, including utility improvements and reinforced concrete bus pads at stations.
- Improvement of existing maintenance facility, as well as charging infrastructure to support the corridor BRT operations and new electric buses.

The BRT service will be operated by Omnitrans as the sbX Purple Line.

Vehicle Storage

All sbX West Valley Connector vehicles will be maintained and stored at the West Valley (W.V.) Maintenance Facility located at 4748 East Arrow Highway, Montclair, CA. This facility will be upgraded to accommodate the new sbX West Valley Connector fleet of eighteen (18) 40-foot electric buses and their maintenance and charging needs.

**ATTACHMENT B.1
PROJECT CAPITAL COSTS AND FUNDING**

Project Costs

Description	Total Amount	SBCTA Cost	Omnitrans Cost
Construction Capital - Mainline	\$98,223,496	\$98,223,496	\$-
Construction Capital – Maintenance Facility	\$4,186,000	\$-	\$4,186,000
Vehicles	\$29,150,510	\$-	\$29,150,510
ROW Capital	\$58,811,789	\$58,811,789	\$-
Utilities	\$16,220,173	\$16,220,173	\$-
ROW/Utility Support	\$18,000,000	\$18,000,000	\$-
Environmental and Design	\$16,127,824	\$12,786,092	\$3,341,732
Project Management (including contract administration)	\$9,622,106	\$8,496,562	\$1,125,544
Construction Management	\$10,792,099	\$10,792,099	\$-
Project Contingency	\$24,761,595	\$24,761,595	\$-
Legal, permits Reviews by other Agencies	\$539,605	\$539,605	\$-
Start Up	\$1,079,210	\$-	\$1,079,210
Total Project Cost	\$287,514,407	\$248,631,411	\$38,882,996

Project Funding Summary

Funding Source	Amount	Comments
Solutions for Congested Corridors (SCCP)	\$65,000,000	SBCTA Funding
CITY IN-KIND LOCAL Street Improvements	\$9,300,000	
Transit & Intercity Rail Capital Program (TIRCP)	\$15,000,000	SBCTA Funding
MEASURE I Local Sales Tax	\$53,675,404	SBCTA Funding
OMNITRANS (Mid-Valley Land Sale – Federal 80%)	\$20,078,726	Omnitrans Funding
OMNITRANS (Mid-Valley Land Sale – State Match 20%)	\$5,019,681	Omnitrans Funding
OMNITRANS FTA Section 5307	\$659,692	Omnitrans Funding
OMNITRANS Other Local	\$747,247	Omnitrans Funding
OMNITRANS Other FTA Section 5307	\$3,058,938	Omnitrans Spent Directly (Not SBCTA managed)
OMNITRANS STA/LTF (local)	\$772,672	Omnitrans Spent Directly (Not SBCTA managed)
OMNITRANS STA/LTF (transferred to SBCTA)	\$1,363,276	SBCTA Funding
FTA Small Starts	\$86,750,000	Omnitrans Funding
FTA American Rescue Plan Act (ARP) Stimulus	\$26,088,771	Omnitrans Funding
TOTAL	287,514,407	

ATTACHMENT C.1 PROJECT MILESTONE AND ANTICIPATED SCHEDULE

Project Timeline

SBCTA and Omnitrans have completed significant elements of Project Development, with extensive stakeholder coordination and public involvement, including Alternatives Analysis, NEPA and CEQA certification, selection of the locally preferred alternative (LPA), preliminary engineering, and the Financial Plan. SBCTA anticipates the following schedule to complete the Project over the next four years:

Phase/Project Component	Responsibility	Anticipated Completion Date
Cost Estimate for West Valley Maintenance Facility Design	SBCTA	October 2021
Final Bus Specifications Delivered to Omnitrans	SBCTA	December 2021
Construction Management Consultant Contract Award	SBCTA	January 2022
Environmental Revalidation	SBCTA	February 2022
Cost Estimate for West Valley Maintenance Facility Construction	SBCTA	February 2022
Anticipated Small Starts Grant Agreement	SBCTA/Omnitrans	April 2022
Final Design Plans and Specifications for West Valley Maintenance Facility	SBCTA	April 2022
Final Design of Mainline	SBCTA	April 2022
RFP Issued for Battery Electric Buses	Omnitrans	July 2022
Release IFB for Maintenance Facility Construction	Omnitrans	July 2022
Release IFB for Mainline Construction	SBCTA	August 2022
Award Contract for Mainline Construction	SBCTA	October 2022
Contract Awarded for Battery Electric Buses	Omnitrans	November 2022
Award Contract for Maintenance Facility Construction	Omnitrans	January 2023
First Two Battery Electric Buses Delivered	Omnitrans	February 2024
Maintenance Facility Construction Substantially Complete	Omnitrans	August 2024
Battery Electric Buses Commissioned	Omnitrans	September 2024

Phase/Project Component	Responsibility	Anticipated Completion Date
Battery Electric Buses Delivered (balance of fleet)	Omnitrans	October 2024
TSP System Testing Complete	SBCTA/Omnitrans	December 2024
Utility Relocation Mainline Complete	SBCTA	December 2024
Mainline Construction Substantially Complete	SBCTA	December 2024
Anticipated Start of Revenue Service with Schedule Reserve	SBCTA/Omnitrans	June 2025

Project schedule is subject to change upon mutual written acknowledgment between responsible staff for SBCTA and Omnitrans, without further amendment.

Minute Action

AGENDA ITEM: 21

Date: November 3, 2021

Subject:

2021 Update to the 10-Year Delivery Plan - Valley Freeway Interchange Program

Recommendation:

Receive an update on the 2021 Update to the 10-Year Delivery Plan for the Valley Freeway Interchange Projects Program.

Background:

The SBCTA Board of Directors (Board) adopted the first Measure I 2010-2040 10-Year Delivery Plan (Delivery Plan) in January 2012. The Delivery Plan provides a list of projects to be developed during a ten-year period and identifies project scopes, schedules, and budgets. Additionally, it provides a basis for the development of the annual budget for capital projects. The Delivery Plan is a living document that is updated every two years in order to capture revisions to the projects and assumptions in the plan, actual Measure I revenue figures, and relevant Board actions. Staff anticipates providing the 2021 Update to the 10-Year Delivery Plan (2021 Update) in its entirety for approval by the Board in December 2021.

The Board received a synopsis of the Measure I Valley Freeway Interchange Projects Program (Interchange Program) at the October 6, 2021 Board meeting (Item 15 on the consent agenda), including current status of projects in the 2019 Update to the 10-Year Delivery Plan (2019 Update) and proposed new projects for inclusion. Table 1 is the information presented to the Board regarding current project status relative to the project scheduling and total project cost forecasts identified in the 2019 Update, with current updated information shown in bold italics.

Table 1. Valley Freeway Interchange Projects Program Delivery Plan Project Status

Project	Schedule	Cost	Phase
I-10/Cedar Avenue IC	√	-1M	Design
SR 210/Base Line IC	+1 yr	-1M	Construction
SR 60/Central Avenue IC	+1 yr	+4M	Construction
I-10/University Street IC	+1 yr	√	Construction
I-215/University Parkway IC	+2 yr	√	Design
I-10/Alabama Street IC	+1 yr	√	Construction
SR 60/Archibald Avenue IC	√	+4M	Construction
I-10/Mount Vernon Avenue IC	+1 yr	+17M	Environmental
I-10/Riverside Avenue IC Phase 2 ¹	TBD	TBD	TBD
I-15/Base Line Road IC - AEA	N/A	N/A	Close Out
SR 60/Euclid Avenue IC - AEA	N/A	N/A	Reimbursed
I-15/Sierra Avenue IC - AEA	N/A	N/A	Reimbursed
I-10/Euclid Avenue IC ²	√	√	Design-Build
I-10/Monte Vista Avenue IC ²	√	√	Design-Build

Entity: San Bernardino County Transportation Authority

Project	Schedule	Cost	Phase
I-10/Vineyard Avenue IC ²	√	√	Design-Build
SR 210/Waterman Avenue IC (Phasing Program)	New	New	Proj Initiation
<i>SR 210/5th Street IC (Phasing Program)³</i>	<i>New</i>	<i>New</i>	<i>Proj Initiation</i>
I-10/Wildwood Canyon IC (Phasing Program)	New	New	Environmental
Interchange Phasing Program ⁴	N/A	+19M	N/A

¹ City-led project – *update provided by City of Rialto in September 2021 and discussed below*

² Project costs are included in the Freeway Program – I-10 Corridor Contract 1 project.

³ *City request for programming received April 2020 and was inadvertently omitted previously*

⁴ *Increase required to fully fund Interchange Phasing Program*

Additionally, the Board was provided a comparison of the revenue forecasts in the 2019 Update relative to those in the 2021 Update as presented in Table 2.

Table 2. Valley Freeway Interchange Projects Program Revenue Comparison 2019 Update vs 2021 Update (1,000s)

Period	2019 Update	2021 Update	Change
FY2010/2011 - 2020/2021	\$149,061	\$152,637	+\$3,576
FY2021/2022 - 2030/2031	\$192,633	\$211,525	+\$18,892
FY2031/2032 - 2039/2040	\$234,075	\$257,011	+\$22,936
TOTAL	\$575,769	\$621,173	+\$45,404
Uncommitted Balance through 2040*	\$117,000	\$163,000	+\$46,000

* Preliminary estimate

On October 5, 2021, the City of Rialto (City) submitted a formal request for consideration of inclusion of an updated scope of the Interstate 10 (I-10)/Riverside Avenue Interchange Phase 2 Project (Phase 2 Project) in the 10-Year Delivery Plan. The Phase 2 Project will widen the bridge over the Union Pacific railroad tracks south of I-10 to Slover Avenue to match the lane configuration constructed as part of the I-10/Riverside Avenue Interchange Phase 1 Project (Phase 1 Project) that widened the bridge over I-10. The Phase 2 Project was envisioned to be primarily funded with Federal Highway Bridge Program (HBP) funds for replacement of the bridge, with Measure I funding the public share of the incremental cost to widen the structure. The timing of availability of HBP funds was such that the City determined the Phase 1 Project to construct the I-10 bridge and ramps should proceed, with the bridge over the railroad to be replaced and widened at a later time. The Phase 2 Project has been included in the SBCTA 10-Year Delivery Plan since 2014 with the expected Measure I contribution ranging from \$2 million to \$4 million. In September 2021, the City notified SBCTA staff that the project had been determined to no longer be eligible for replacement or funding through the HBP, which would substantially increase the City and SBCTA funding requirements since the HBP funds almost 89% of project costs. The scope of the Phase 2 Project was therefore proposed to be changed from “bridge replacement plus widening” to “widening of the existing bridge.” Table 3 compares the 2019 Update funding requirements to the requirements for inclusion in the 2021 Update.

**Table 3. I-10/Riverside Interchange Phase 2 Project Funding Comparison
2019 Update vs 2021 Update (1,000s)**

Fund Source	2019 Update	2021 Update	Change
SBCTA Public Share	\$1,854	\$27,386	+\$25,532
City/Developer Share	\$795	\$10,335	+\$9,540
HBP	\$20,441	\$0	-\$20,441
TOTAL	\$23,089	\$37,721	+\$14,632

When comparing the cost increases shown in Tables 1 and 3, totaling \$62 million in Measure I funds, to the Measure I revenue increases shown in Table 2, totaling \$22 million, it would appear that this request for the Phase 2 Project would require a reprioritization of project schedules. Additionally, while there remains an ending balance in the Interchange Program, initial analysis of the cash flows before this change to the cost of the Phase 2 Project (initial analysis) indicates that the bond capacity has been maximized through 2031, but this analysis is very sensitive to the timing of cash flow need. For example, in the initial analysis, although there have been cost increases overall in this program, the schedule delays have decreased the need for bonding, and any excess funding capacity through 2031 was assumed to be available to the interchange phasing program (phasing program), which allowed for the inclusion of \$25 million in uncommitted funds for this purpose. It should be noted that the maximum commitment of SBCTA to a phasing program project is the public share of a \$10 million total project cost.

Additionally, the I-10/Riverside Interchange, although included in the SBCTA Development Mitigation Nexus Study (2005), was not included in the Board-approved ranking of interchanges in the Strategic Plan (2009) because it was expected to be under construction at the beginning of Measure I in 2010, and had been included in the Measure I Project Advancement Program described in the Strategic Plan. Therefore, direction is needed from the Board to staff on how to proceed with prioritization of the Phase 2 Project, in terms of schedule. Funding the entire public share of the Phase 2 Project may require partial or full deferral of further commitments to the phasing program over the next 10 years beyond the three phasing program interchanges listed in Table 1. These are the only phasing program requests that have been received from Valley jurisdictions since the inception of the phasing program five years ago. An additional consideration is the current commitment to the top ten ranked interchanges that are not yet under construction but expected to be under construction in the next two years, particularly the I-10/Cedar Avenue Interchange and the I-10/Mount Vernon Avenue Interchange, which require contributions of Measure I currently estimated at \$73 million and \$68 million, respectively.

To assist in advancing the I-10/Riverside Avenue Phase 2 Project, while limiting the schedule impact to other projects in the Interchange Program, staff presented one option for consideration to the Board of Directors Metro Valley Study Session consisting of allocations of Measure I for the public share of the design, right of way, and utility relocation phases. These costs would total \$5,193,156, and inclusion in this 2021 Update would allow the project to progress toward construction, which is scheduled for 2024. During this period staff will seek external State and/or Federal sources to fund all or a

Board of Directors Agenda Item

November 3, 2021

Page 4

portion of the public share of the construction phase. The Board of Directors Metro Valley Study Session recommended proceeding with this option.

Financial Impact:

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

Reviewed By:

This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 14, 2021.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: November 3, 2021

Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 22

Date: November 3, 2021

Subject:

2022 State Transportation Improvement Program

Recommendation:

That 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 funds 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 2022 STIP at their meeting in March 2022.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 13, 2021.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: November 3, 2021
Witnessed By:

Minute Action

AGENDA ITEM: 23

Date: November 3, 2021

Subject:

State Legislative Update

Recommendation:

Receive and file the October 2021 State Legislative Update.

Background:

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with representatives from state advocates California Advisors, LLC reported to the Legislative Policy Committee on October 13th regarding the close of the legislative session for 2021 and outlook on negotiations of 2021-22 Fiscal Year (FY) budget trailer bills.

The 2021 California State Legislative Session officially ended on September 10th. The Legislature passed hundreds of measures over the closing week before gaveling down early around 9:30 PM on Friday. Notably, this was one of the earliest adjournments when compared to previous years. The Legislature worked to address many of the most prominent items for the year in the weeks leading up to the end-of-session. However, there were last minute discussions regarding the ongoing COVID-19 pandemic and vaccinations that did not materialize.

On the final day there were approximately 100 bills still pending action. A handful of those measures were subject to Proposition 54, which prohibits the Legislature from passing any bill unless published for 72 hours before the vote. Thus, these bills were not eligible to be taken up until the early evening hours.

Unfortunately, on the budget side, there was no deal struck on a final transportation package. The Governor continued to advocate for funding for the Central Valley segment of the High-Speed Rail and the Legislature wanted to prioritize that money for other projects. Ultimately, there were billions of dollars earmarked for transportation projects that will now revert to the General Fund. The assumption is that negotiations over how to re-allocate that money and ongoing discussions around the High-Speed Rail project will pick up later this year and policymakers will address both in early January 2022.

The Department of Finance published its September 2021 Finance Bulletin, which provides an economic update and cash report. The bulletin reported that general fund revenues are still running 18 percent above projections for July and August 2021. Specifically, preliminary General Fund agency cash receipts for the first two months of the 2021-22 FY were \$3.527 billion above the forecast. This means that another budget surplus could be in store for the 2022-23 FY budget next June 2022.

California held its recall election on September 14th. As soon as the polls closed, the initial returns showed Governor Gavin Newsom had an insurmountable lead and most of the news outlets quickly called the race for Newsom. The election results will officially be certified by

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

Board of Directors Agenda Item

November 3, 2021

Page 2

October 22, 2021. The “No” on the recall has been hovering around 62% of the vote. As of September 30th, just over 12.5 million ballots have been counted with the final tallies still coming in from each county with an estimated 270,000 ballots left to count statewide.

Attachment A contains a list of legislative bills that the SBCTA/San Bernardino Associated Governments (SBCOG) have taken a position on.

Attachment B reflects bills of interest to SBCTA and SBCOG.

Financial Impact:

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

Reviewed By:

This item was received by the Legislative Policy Committee on October 13, 2021.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: November 3, 2021

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - October 2021

ATTACHMENT A

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 1260 (Chen)	Exempt from the requirements of the California Environmental Quality Act (CEQA) projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission trains.	Held in Senate Appropriations Committee, will not move forward this year. (8/26/21)	Support / Sponsor	3/10/2021
SB 9 (Atkins)	Would require a local government to ministerially approve a housing development containing two residential units in single-family residential zones. Would also require local governments to ministerially approve urban lot splits.	Approved by the Governor. (9/16/21)	Oppose	3/10/2021
AB 1296 (Kamlager)	Would increase the number of members of the board of the South Coast Air Quality Management District to 15 members by adding 2 environmental justice appointees, one appointed by the Senate Committee on Rules and one appointed by the Speaker of the Assembly.	Failed committee deadline, 2 year bill (5/07/21)	Oppose	3/10/2021
SB 266 (Newman)	Provide assistance acquiring and accepting land immediately adjacent to, and that expands, Chino Hills State Park, by transferring three properties into the state park system.	Passed out of Legislature and sent to Governor. (9/9/21)	Support	4/14/2021
SB 623 (Newman)	Update SB 1268 to be consistent with the Legislature's intent to protect toll road users' information from being used inappropriately while also ensuring toll agencies can operate their business without litigation.	Failed committee deadline, 2 year bill (4/30/21)	Support	4/14/2021

Attachment: Bill position matrix 10-21 (8066 : State Legislative Update)

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - October 2021

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 703 (Rubio)	Remove the requirements of the Ralph M. Brown Act particular to teleconferencing and allow for teleconferencing subject to existing provisions regarding the posting of notice of an agenda and the ability of the public to observe the meeting and provide public comment.	Failed committee deadline, 2 year bill (5/07/21)	Support	4/14/2021
AB 744 (Rodriguez)	Allow the California Department of Transportation to relinquish approximately eight miles of State Route 83 to the City of Ontario.	Approved by the Governor. (9/22/21)	Support	4/14/2021
SB 278 (Leyva)	Establish new procedures and requirements for employees covered by the California Public Employee Retirement System (CalPERS) in cases where their pensionable benefits are erroneously calculated and reported to CalPERS by their employer.	Approved by the Governor. (9/22/27)	Work With Author	4/14/2021
SB 840 (Holden)	Require the county transportation commissions in the Counties of Los Angeles and San Bernardino to jointly develop, in consultation with certain governmental agencies, a funding and implementation program for regional transit services to include service to international airports within the multicounty region.	Failed committee deadline, 2 year bill. (4/30/21)	Oppose	4/14/2021

Attachment: Bill position matrix 10-21 (8066 : State Legislative Update)

AB 43

(Friedman D) Traffic safety.

Current Text: Enrollment: 9/17/2021 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 9/17/2021-Enrolled and presented to the Governor at 3 p.m.

Summary: Current law establishes various default speed limits for vehicles upon highways, as specified. Current law authorizes state and local authorities to adjust these default speed limits, as specified, based upon certain findings determined by an engineering and traffic survey. Existing law defines an engineering and traffic survey and prescribes specified factors that must be included in the survey, including prevailing speeds and road conditions. Current law authorizes local authorities to consider additional factors, including pedestrian and bicyclist safety. This bill would authorize local authorities to consider the safety of vulnerable pedestrian groups, as specified.

AB 339

(Lee D) Local government: open and public meetings.

Current Text: Enrollment: 9/17/2021 [html](#) [pdf](#)

Introduced: 1/28/2021

Status: 9/17/2021-Enrolled and presented to the Governor at 3 p.m.

Summary: The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. Under existing law, a member of the legislative body who attends a meeting where action is taken in violation of this provision, with the intent to deprive the public of information that the member knows the public is entitled to, is guilty of a crime. This bill would require local agencies to conduct meetings subject to the act consistent with applicable state and federal civil rights laws, as specified.

AB 361

(Rivas, Robert D) Open meetings: state and local agencies: teleconferences.

Current Text: Chaptered: 9/16/2021 [html](#) [pdf](#)

Introduced: 2/1/2021

Status: 9/16/2021-Chaptered by Secretary of State - Chapter 165, Statutes of 2021.

Summary: Would, until January 1, 2024, authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

AB 464

(Mullin D) Enhanced Infrastructure Financing Districts: allowable facilities and projects.

Current Text: Chaptered: 6/29/2021 [html](#) [pdf](#)

Introduced: 2/8/2021

Status: 6/28/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 25, Statutes of 2021.

Summary: Current law authorizes the legislative body of a city or a county to establish an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance that provide significant benefits to the district or the surrounding community, including, but not limited to, the acquisition, construction, or repair of industrial structures for private use. This bill would include, in the list of facilities and projects the district may fund, the acquisition, construction, or repair of commercial structures by the small business, as defined, occupant of such structures, if certain conditions are met, and facilities in which nonprofit community organizations provide health, youth, homeless, and social services.

AB 473

(Chau D) California Public Records Act.

Current Text: Enrollment: 9/8/2021 [html](#) [pdf](#)

Introduced: 2/8/2021

Status: 9/8/2021-Enrolled and presented to the Governor at 4:30 p.m.

Summary: The California Public Records Act requires state and local agencies to make their records available for public inspection, unless an exemption from disclosure applies. This bill would recodify and reorganize the provisions of the act. The bill would include provisions to govern the effect of recodification and state that the bill is intended to be entirely nonsubstantive in effect. The bill would contain related legislative findings and declarations. The bill would become operative on January 1, 2023.

AB 474

(Chau D) California Public Records Act: conforming revisions.

Current Text: Enrollment: 9/9/2021 [html](#) [pdf](#)

Attachment: SBCTA Bill Report 10-21 (8066 : State Legislative Update)

Introduced: 2/8/2021

Status: 9/9/2021-Enrolled and presented to the Governor at 4 p.m.

Summary: Would enact various conforming and technical changes related to another bill, AB 473, which recodifies and reorganizes the California Public Records Act. This bill would only become operative if AB 473 is enacted and reorganizes and makes other nonsubstantive changes to the California Public Records Act that become operative on January 1, 2023. The bill would also specify that any other bill enacted by the Legislature during the 2021 calendar year that takes effect on or before January 1, 2022, and that affects a provision of this bill shall prevail over this act, except as specified.

AB 482

(Ward D) Housing authorities: City of San Diego, County of San Bernardino, and County of Santa Clara: middle-income housing projects pilot program.

Current Text: Amended: 3/17/2021 [html](#) [pdf](#)

Introduced: 2/8/2021

Status: 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was DESK on 9/1/2021) (May be acted upon Jan 2022)

Summary: The Housing Authorities Law authorizes a housing authority of a city or county to, among other things, prepare, carry out, acquire, lease, and operate housing projects and housing developments for persons of low income, as provided. Current law, until January 1, 2022, authorizes a housing authority located in the City of San Diego, the County of San Bernardino, or the County of Santa Clara to implement a pilot program to develop and finance a middle-income housing project, as defined, if the project receives gap financing, as defined. Current law requires any gap financing to be approved by the housing authority's legislative body, as provided. Current law requires the housing authority to provide a report to the Legislature, as specified, on and before January 1, 2020, and on or before January 1, 2022. This bill would extend the authority of a housing authority located in the City of San Diego, the County of San Bernardino, or the County of Santa Clara to implement the above-described pilot program from January 1, 2022, to January 1, 2026.

AB 571

(Mayes I) Planning and zoning: density bonuses: affordable housing.

Current Text: Chaptered: 9/29/2021 [html](#) [pdf](#)

Introduced: 2/11/2021

Status: 9/29/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 346, Statutes of 2021.

Summary: The Density Bonus Law requires a city or county to provide a developer that proposes a housing development in the city or county with a density bonus and other incentives or concessions for the production of lower income housing units, or for the donation of land within the development, if the developer agrees to, among other things, construct a specified percentage of units for very low income, low-income, or moderate-income households or qualifying residents, including lower income students. Current law requires the amount of a density bonus and the number of incentives or concessions a qualifying developer receives to be pursuant to a certain formula based on the total number of units in the housing development, as specified. This bill would prohibit affordable housing impact fees, including inclusionary zoning fees and in-lieu fees, from being imposed on a housing development's affordable units.

AB 604

(Daly D) Road Maintenance and Rehabilitation Account: apportionment of funds: accrued interest

Current Text: Vetoed: 9/22/2021 [html](#) [pdf](#)

Introduced: 2/11/2021

Status: 9/22/2021-Vetoed by Governor.

Summary: Would continuously appropriate interest earnings derived from revenues deposited in the Road Maintenance and Rehabilitation Account to the Department of Transportation for maintenance of the state highway system or for purposes of the State Highway Operation and Protection Program.

AB 634

(Carrillo D) Density Bonus Law: affordability restrictions.

Current Text: Chaptered: 9/29/2021 [html](#) [pdf](#)

Introduced: 2/12/2021

Status: 9/29/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 348, Statutes of 2021.

Summary: The Density Bonus Law, requires a city or county to provide a developer that proposes a housing development within the city or county with a density bonus and other incentives or concessions, as specified, if the developer agrees to construct specified percentages of units for lower income, very low income, or senior citizen housing, among other things, and meets other requirements. Current law prescribes an application process for a city or county to follow in this regard. Current law specifies that, if permitted by local ordinance, that law is not to be construed to prohibit a city, county, or city and county from granting a density bonus greater than what is described in these provisions for a development that meets specified requirements or from granting a proportionately lower density bonus than what is required for developments that do not meet these requirements. This bill would also provide that, if permitted by local ordinance, the Density Bonus Law is not to be construed to prohibit a city, county, or city and county from requiring an affordability period that is longer than 55 years for any units that qualified the applicant for the award for the density bonus.

developed in compliance with a local ordinance that requires, as a condition of development of residential units, that a development include a certain percentage of units that are affordable to, and occupied by low-income, lower income, very low income, or extremely low income households and that will be financed without low-income housing tax credits.

AB 712 (Calderon D) Local Agency Public Construction Act: change orders: County of Los Angeles.

Current Text: Chaptered: 7/16/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 7/16/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 95, Statutes of 2021.

Summary: The Local Agency Public Construction Act regulates contracting by local agencies, including counties and special districts. The act, for a county, imposes a \$5,000 cap when the total amount of the original contract does not exceed \$50,000. For any original contract that exceeds \$50,000, but does not exceed \$250,000, the cap is 10% of the amount of the original contract. For contracts whose original cost exceeds \$250,000, the cap is \$25,000 plus 5% of the amount of the original contract cost in excess of \$250,000, and prohibits a change or alteration cost from exceeding \$210,000. This bill would authorize the County of Los Angeles to add a new change order cap of \$400,000 for contracts whose original cost exceeds \$25,000,000 and of \$750,000 for contracts whose original cost exceeds \$50,000,000, both of which would be adjusted annually to reflect the percentage change in the California Consumer Price Index.

AB 713 (Garcia, Cristina D) State Air Resources Board: greenhouse gas emissions scoping plan: comprehensive health analysis.

Current Text: Amended: 5/24/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 8/27/2021-Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 7/15/2021)(May be acted upon Jan 2022)

Summary: The State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. The state board is required to approve a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by 2030. The act requires the state board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse. This bill would require the state board to conduct a comprehensive health analysis in conjunction with the development of each update of the scoping plan that includes a framework to provide an overview of the breadth of health impacts and health benefits that may accrue from the outcomes in the scoping plan, as specified.

AB 721 (Bloom D) Covenants and restrictions: affordable housing.

Current Text: Chaptered: 9/29/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 9/29/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 349, Statutes of 2021.

Summary: Would make any recorded covenants, conditions, restrictions, or limits on the use of private or publicly owned land contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale that restricts the number, size, or location of the residences that may be built on the property, or that restricts the number of persons or families who may reside on the property, unenforceable against the owner of an affordable housing development, as defined, if an approved restrictive covenant affordable housing modification document has been recorded in the public record, as provided, unless a specified exception applies.

AB 744 (Rodriguez D) State highways: State Route 83: reduction.

Current Text: Chaptered: 9/22/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 9/22/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 198, Statutes of 2021.

Summary: Would authorize the California Transportation Commission to relinquish to the City of Ontario all or a portion of State Route 83 within the city's jurisdiction and prescribe conditions that apply upon relinquishment.

AB 773 (Nazarian D) Street closures and designations.

Current Text: Enrollment: 9/2/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 9/2/2021-Enrolled and presented to the Governor at 3 p.m.

Summary: Would authorize a local authority to adopt a rule or regulation by ordinance to implement a slow street program, which may include closures to vehicular traffic or through vehicular traffic of neighborhood local streets with connections to citywide bicycle networks, destinations that are within walking distance, or green space. The bill would require the local authority to meet specified condition:

to implement a slow street, including a determination that closure or traffic restriction is necessary for the safety and protection of persons using the closed or restricted portion of the street, conducting an outreach and engagement process, and clearly designating the closure or traffic restriction with specific signage.

AB 811 (Rivas, Luz D) Los Angeles County Metropolitan Transportation Authority: contracting.

Current Text: Enrollment: 9/20/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 9/20/2021-Enrolled and presented to the Governor at 3 p.m.

Summary: Current law authorizes the Los Angeles County Metropolitan Transportation Authority to enter into contracts with private entities that combine into a single contract all or some of the planning, design, permitting, development, joint development, construction, construction management acquisition, leasing, installation, and warranty of some or all components of transit systems and certain facilities. Current law authorizes the authority to award a contract under these provisions after a finding, by a 2/3 vote of the members of the authority, that awarding the contract will achieve for the authority, among other things, certain private sector efficiencies in the integration of design, project work, and components. This bill would eliminate the requirement to make the above-described finding by a 2/3 vote of the members of the authority in order to award contracts under these provisions. The bill would instead authorize the authority to award these contracts that include operation and maintenance elements after a finding, by a 2/3 vote of the members of the authority, that awarding the contract will achieve for the authority a more competitive solicitation process with respect to quality, timeliness, price, and other private sector efficiencies, relevant to the integration of design, project work, and components.

AB 819 (Levine D) California Environmental Quality Act: notices and documents: electronic filing and posting.

Current Text: Chaptered: 7/16/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 7/16/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 97, Statutes of 2021.

Summary: CEQA requires, if an environmental impact report is required, the lead agency to mail a notice of determination to each responsible agency, the Office of Planning and Research, and public agencies with jurisdiction over natural resources affected by the project. CEQA requires the lead agency to provide notice to the public and to organizations and individuals who have requested notices that the lead agency is preparing an environmental impact report, negative declaration, or specified determination. CEQA requires notices for an environmental impact report to be posted in the office of the county clerk of each county in which the project is located. This bill would instead require the lead agency to mail or email those notices, and to post them on the lead agency's internet website. The bill would also require notices of an environmental impact report to be posted on the internet website of the county clerk of each county in which the project is located.

AB 897 (Mullin D) Office of Planning and Research: regional climate networks: regional climate adaptation and resilience action plans.

Current Text: Amended: 7/14/2021 [html](#) [pdf](#)

Introduced: 2/17/2021

Status: 8/27/2021-Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/16/2021)(May be acted upon Jan 2022)

Summary: Current law requires, by July 1, 2017, and every 3 years thereafter, the Natural Resources Agency to update, as prescribed, the state's climate adaptation strategy, known as the Safeguarding California Plan. Current law establishes the Office of Planning and Research in state government in the Governor's office. Current law establishes the Integrated Climate Adaptation and Resiliency Program to be administered by the office to coordinate regional and local efforts with state climate adaptation strategies to adapt to the impacts of climate change, as prescribed. This bill would authorize eligible entities, as defined, to establish and participate in a regional climate network, as defined. The bill would require the office, through the program, to encourage the inclusion of eligible entities with land use planning and hazard mitigation planning authority into regional climate networks. The bill would authorize a regional climate network to engage in activities to address climate change, as specified.

AB 950 (Ward D) Department of Transportation: sales of excess real property: affordable housing, emergency shelters, and feeding programs.

Current Text: Amended: 7/13/2021 [html](#) [pdf](#)

Introduced: 2/17/2021

Status: 8/27/2021-Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. on 7/12/2021)(May be acted upon Jan 2022)

Summary: Would authorize the Department of Transportation to sell its excess real property to the city, county, or city and county where the real property is located if the city, county, or city and county agrees to use the real property for the sole purpose of implementing affordable housing, emergency shelters, or feeding programs, as specified. The bill would exempt these sales from the California

Environmental Quality Act, except the department would be required to file a notice of exemption with the Office of Planning and Research and the county clerk of the county in which the real property is located.

AB 955 (Quirk D) Highways: encroachment permits: broadband facilities.

Current Text: Enrollment: 9/15/2021 [html](#) [pdf](#)

Introduced: 2/17/2021

Status: 9/15/2021-Enrolled and presented to the Governor at 5 p.m.

Summary: Would establish additional procedures for the Department of Transportation's review of an application for an encroachment permit for a broadband facility. Under the bill, these procedures would require the department, among other things, to notify an applicant in writing whether the application is complete within 30 days of receiving the application, to take certain actions if it deems an application incomplete, and to approve or deny an application that requires supplemental information within 30 days after receiving that information. If the department fails to notify the applicant that the application is incomplete within that 30-day time period, the bill would deem the department's failure to notify to constitute a finding that the permit application is complete.

AB 1035 (Salas D) Department of Transportation and local agencies: streets and highways: recycled materials.

Current Text: Enrollment: 9/15/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 9/15/2021-Enrolled and presented to the Governor at 5 p.m.

Summary: Would require the Department of Transportation and a local agency that has jurisdiction over a street or highway, to the extent feasible and cost effective, to use advanced technologies and material recycling techniques that reduce the cost of maintaining and rehabilitating streets and highways and that exhibit reduced levels of greenhouse gas emissions through material choice and construction method. The bill would require, beginning January 1, 2023, a local agency that has jurisdiction over a street or highway, to the extent feasible and cost effective, to apply standard specifications that allow for the use of recycled materials in streets and highways, as specified. By increasing the duties of local agencies, this bill would impose a state-mandated local program.

AB 1037 (Grayson D) Infrastructure construction: digital construction management technologies.

Current Text: Amended: 5/3/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 8/23/2021)(May be acted upon Jan 2022)

Summary: Would require the Department of General Services to develop guidance, policies, and procedures for the integration and development of digital construction technologies for use on a civil infrastructure project, as defined, that is developed by specified state entities and has a state project cost of greater than \$50,000,000. The bill would require the guidance, policies, and procedures to be published in the State Administrative Manual and the State Contracting Manual, as appropriate, by January 1, 2023. The bill would require the guidance, policies, and procedures to include, among other things, the method for a state department to implement a requirement that a bid or proposal for a civil infrastructure project contract include a digital construction management plan, as specified.

AB 1049 (Davies R) Public Transportation Account: loan repayment.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was TRANS. on 3/4/2021)(May be acted upon Jan 2022)

Summary: Current law requires the transfer of a specified portion of the sales tax on diesel fuel to the Public Transportation Account, a trust fund in the State Transportation Fund. Current law requires funds in the account to be allocated to various public transportation and transportation planning purposes, with specified revenues in the account to be allocated by the Controller to specified local transportation agencies for public transportation purposes, pursuant to the State Transit Assistance (STA) Program. Current law provides for each STA-eligible operator within the jurisdiction of the allocating local transportation agency to receive a proportional share of the revenue-based program funds based on the qualifying revenues of that operator, as defined. The Budget Act of 2013 and the Budget Act of 2014 require the Controller, upon the order of the Director of Finance, to transfer specified amounts totaling up to \$55,515,000 as loans from the Public Transportation Account to the High-Speed Passenger Train Bond Fund. This bill would require \$54,000,000 from these loans to be repaid to the Public Transportation Account and would provide that these repaid funds are available, upon appropriation by the Legislature, to help offset the loss of revenues incurred by transit operator during the COVID-19 pandemic.

AB 1147 (Friedman D) Regional transportation plan: Active Transportation Program.

Current Text: Enrollment: 9/10/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 9/10/2021-Enrolled and presented to the Governor at 4 p.m.

Summary: Current law requires the Strategic Growth Council, by January 31, 2022, to complete an overview of the California Transportation Plan and all sustainable communities strategies and alternative planning strategies, an assessment of how implementation of the California Transportation Plan, sustainable communities strategies, and alternative planning strategies will influence the configuration of the statewide integrated multimodal transportation system, and a review of the potential impacts and opportunities for coordination of specified funding programs. This bill would require the council to convene key state agencies, metropolitan planning agencies, regional transportation agencies, and local governments to assist the council in completing the report.

AB 1157 (Lee D) Controller: transportation funds: distribution and reporting requirements.

Current Text: Chaptered: 9/22/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 9/22/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 205, Statutes of 2021.

Summary: Current law, for purposes of the State Transit Assistance Program, requires local transportation agencies to report to the Controller by June 15 of each year the public transportation operators within its jurisdiction that are eligible to claim specified local transportation funds. This bill would instead require local transportation agencies to report this information within 7 months after the end of each fiscal year.

AB 1180 (Mathis R) Local governments: surplus land: tribes.

Current Text: Chaptered: 7/9/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 7/9/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 62, Statutes of 2021.

Summary: Current law prescribes requirements for the disposal of surplus land by a local agency, as defined. Current law defines "exempt surplus land" for which a local agency is not required to follow the requirements for disposal of surplus land, except as provided. Current law categorizes as "exempt surplus land," surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use. This bill would add to the definition of "exempt surplus land," land transferred by a local agency to a federally recognized California Indian tribe.

AB 1183 (Ramos D) California Desert Conservation Program.

Current Text: Chaptered: 9/29/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 9/29/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 380, Statutes of 2021.

Summary: Would establish the California Desert Conservation Program under the administration of the Conservation Board to: (1) protect, preserve, and restore the natural, cultural, and physical resources of the portions of the Mojave and Colorado Deserts region in California through the acquisition, restoration, and management of lands, (2) promote the protection and restoration of the biological diversity of the region, as specified, (3) provide for resilience in the region to climate change, as provided, (4) protect and improve air quality and water resources within the region, and (5) undertake efforts to enhance public use and enjoyment of lands owned by the public, as provided.

AB 1190 (Mayes I) Parks and recreation: County of San Bernardino: Big Morongo Canyon Preserve.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 7/14/2021-Failed Deadline pursuant to Rule 61(a)(11). (Last location was GOV. & F. on 6/9/2021)(May be acted upon Jan 2022)

Summary: Would authorize the County of San Bernardino to convey fee title in lands within the Big Morongo Canyon Preserve acquired with grant moneys from The Cameron-Unruh Beach, Park, Recreational, and Historical Facilities Bond Act of 1964, the Z'berg-Collier Park Bond Act and the The Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, as provided, to the United States Bureau of Land Management, as specified.

AB 1238 (Ting D) Pedestrian access.

Current Text: Enrollment: 9/20/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 9/20/2021-Enrolled and presented to the Governor at 3 p.m.

Summary: Current law prohibits a pedestrian from entering the roadway if the pedestrian is facing a steady circular yellow or yellow arrow warning signal unless otherwise directed by a pedestrian control signal, as specified. This bill would eliminate that prohibition until January 1, 2029.

AB 1260 (Chen R) California Environmental Quality Act: exemptions: transportation-related projects.

Current Text: Amended: 7/6/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 8/27/2021-Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/16/2021)(May be acted upon Jan 2022)

Summary: CEQA includes exemptions from its environmental review requirements for numerous categories of projects, including, among others, projects for the institution or increase of passenger or commuter services on rail or highway rights-of-way already in use and projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission transit buses. This bill would further exempt from the requirements of CEQA projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission trains, provided certain requirements are met, including giving prior notice to the public and holding a noticed public meeting, as provided.

AB 1291 (Frazier D) State bodies: open meetings.

Current Text: Chaptered: 7/9/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 7/9/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 63, Statutes of 2021.

Summary: Current law provides that, subject to certain exceptions and reasonable regulations, the state body shall provide members of the public an opportunity to directly address the state body on agenda items. Current law authorizes the state body to limit the amount of time allotted for each member of the public to speak, but specifies that members of the public who use translators shall be given twice that allotted amount of time. This bill would also require a state body, when it limits time for public comment, to provide at least twice the allotted time to a member of the public who utilizes translating technology to address the state body. The bill would additionally make technical, nonsubstantive changes.

AB 1297 (Holden D) California Infrastructure and Economic Development Bank: public and economic development facilities: housing.

Current Text: Chaptered: 9/29/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 9/29/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 356, Statutes of 2021.

Summary: The Bergeson-Peace Infrastructure and Economic Development Bank Act defines "public development facilities" for these purposes to mean real and personal property, structures, conveyances, equipment, thoroughfares, buildings, and supporting components thereof, excluding any housing, that are directly related to providing, among other things, housing-related infrastructure, as specified. The act defines "economic development facilities" for these purposes to mean real and personal property, structures, buildings, equipment, and supporting components thereof that are used to provide industrial, recreational, research, commercial, utility, goods movement, or service enterprise facilities, community, educational, cultural, or social welfare facilities and any parts or combinations thereof, and all necessary facilities or infrastructure, excluding any housing. This bill would authorize economic development facilities and public development facilities to include housing if the housing meets certain financing requirements and limits, as specified.

AB 1337 (Lee D) Transportation: San Francisco Bay Area Rapid Transit District: policing responsibilities.

Current Text: Enrollment: 9/20/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 9/20/2021-Enrolled and presented to the Governor at 3 p.m.

Summary: Under current law, a person who enters or remains upon any land, facilities, or vehicles owned, leased, or possessed by specified transit entities that are used to provide public transportation by rail or passenger bus, or are directly related to that use, without permission, or whose entry, presence, or conduct upon the property interferes with, interrupts, or hinders the safe and efficient operation of the transit-related facility, is guilty of a misdemeanor. This bill would specify that a person who enters or remains upon any property, facilities, or vehicles upon which BART owes policing responsibilities to a local government pursuant to an operations and maintenance agreement or similar interagency agreement without permission, or whose entry, presence, or conduct upon that property interferes with, interrupts, or hinders the safe and efficient operation of the transit-related facility, is guilty of a misdemeanor.

AB 1384 (Gabriel D) Resiliency Through Adaptation, Economic Vitality, and Equity Act of 2022.

Current Text: Amended: 8/26/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 9/10/2021)(May be acted upon Jan 2022)

Summary: Current law requires the Natural Resources Agency to release a draft of the state's climate adaptation strategy, known as the Safeguarding California Plan, by January 1, 2017, and every 3 years thereafter, to update the plan by July 1, 2017, and every 3 years thereafter, and to coordinate with other state agencies to identify vulnerabilities to climate change by sectors and priority actions needed to reduce the risks in those sectors. Existing law requires, to address the vulnerabilities identified in

the plan, state agencies to maximize specified objectives. This bill would instead require the a release the draft plan by January 1, 2024, and every 3 years thereafter, and to update the plan by July 1, 2024, and every 3 years thereafter.

AB 1499 (Daly D) Transportation: design-build: highways.

Current Text: Chaptered: 9/22/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 9/22/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 212, Statutes of 2021.

Summary: Current law authorizes regional transportation agencies, as defined, to utilize design-build procurement for projects on or adjacent to the state highway system. Current law also authorizes those regional transportation agencies to utilize design-build procurement for projects on expressways that are not on the state highway system, as specified. Current law repeals these provisions on January 1, 2024, or one year from the date that the Department of Transportation posts on its internet website that the provisions described below related to construction inspection services for these projects have been held by a court to be invalid. This bill would extend the operation of these provisions until January 1, 2034. The bill would require the department to submit a report to specified committees of the Legislature on or before January 1, 2033, on its experience with design-build procurement.

ACA 1 (Aguiar-Curry D) Local government financing: affordable housing and public infrastructure: vote approval.

Current Text: Introduced: 12/7/2020 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 4/22/2021-Referred to Coms. on L. GOV. and APPR.

Summary: The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

ACA 5 (Voepel R) Motor vehicles: fuel taxes, sales and use taxes, and fees: expenditure restrictions.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 4/22/2021-Referred to Com. on TRANS.

Summary: The California Constitution restricts the expenditure of revenues from taxes imposed by the state on fuels used in motor vehicles upon public streets and highways to street and highway and certain mass transit purposes. These restrictions do not apply to revenues from taxes or fees imposed under the Sales and Use Tax Law or the Vehicle License Fee Law. This measure would explicitly restrict the expenditure of all interest earned and other increment derived from the investment of those tax revenues and any proceeds from the lease or sale of real property acquired using those tax revenues only for the purposes described above.

SB 5 (Atkins D) Affordable Housing Bond Act of 2022.

Current Text: Amended: 3/10/2021 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was HOUSING on 3/18/2021)(May be acted upon Jan 2022)

Summary: Would enact the Affordable Housing Bond Act of 2022, which, if adopted, would authorize the issuance of bonds in the amount of \$6,500,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be used to fund affordable rental housing and homeownership programs. The bill would state the intent of the Legislature to determine the allocation of those funds to specific programs. This bill would provide for submission of the bond act to the voters at the November 8, 2022, statewide general election in accordance with specified law.

SB 7 (Atkins D) Environmental quality: Jobs and Economic Improvement Through Environmental Leadership Act of 2021.

Current Text: Chaptered: 5/20/2021 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 5/20/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 19, Statutes of 2021.

Summary: Would enact the Jobs and Economic Improvement Through Environmental Leadership Act of 2021, which would reenact the former leadership act, with certain changes, and would authorize the Governor, until January 1, 2024, to certify projects that meet specified requirements for streamlining benefits related to CEQA. The bill would additionally include housing development projects, as defined.

meeting certain conditions as projects eligible for certification. The bill would, except for those development projects, require the quantification and mitigation of the impacts of a project from the emissions of greenhouse gases, as provided. The bill would revise and recast the labor-related requirements for projects undertaken by both public agencies and private entities. The bill would provide that the Governor is authorized to certify a project before the lead agency certifies the final EIR for the project.

SB 9**(Atkins D) Housing development: approvals.**

Current Text: Chaptered: 9/16/2021 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 9/16/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 162, Statutes of 2021.

Summary: The Planning and Zoning Law provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions. This bill, among other things, would require a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, but not limited to, that the proposed housing development would not require demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural walls, except as provided, and that the development is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

SB 44**(Allen D) California Environmental Quality Act: streamlined judicial review: environmental leadership transit projects.**

Current Text: Enrollment: 9/9/2021 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 9/9/2021-Enrolled and presented to the Governor at 1 p.m.

Summary: Would, until January 1, 2025, establish specified procedures for the administrative and judicial review of the environmental review and approvals granted for an environmental leadership transit project, as defined, proposed by a public or private entity or its affiliates that is located wholly within the County of Los Angeles or connects to an existing transit project wholly located in that county and that is approved by the lead agency on or before January 1, 2024. The bill would require the project applicant of the environmental leadership transit project to take certain actions in order for those specified procedures to apply to the project. The bill would require the Judicial Council, on or before January 1, 2023, to adopt rules of court establishing procedures requiring actions or proceedings seeking judicial review pursuant to CEQA or the granting of project approvals, including any appeals to the court of appeal or the Supreme Court, to be resolved, to the extent feasible, within 365 calendar days of the filing of the certified record of proceedings with the court to an action or proceeding seeking judicial review of the lead agency's action related to an environmental leadership transit project.

SB 66**(Allen D) California Council on the Future of Transportation: advisory committee: autonomous vehicle technology.**

Current Text: Amended: 4/28/2021 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 8/27/2021-Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/19/2021)(May be acted upon Jan 2022)

Summary: Would require the Secretary of Transportation to establish an advisory committee, the California Council on the Future of Transportation, to provide the Governor and the Legislature with recommendations for changes in state policy to ensure that as autonomous vehicles are deployed, they enhance the state's efforts to increase road and transit safety, promote equity, and meet public health and environmental objectives. The bill would require the council to be chaired by the secretary and consist of 23 additional members, selected by the chair or designated, as specified.

SB 95**(Skinner D) Employment: COVID-19: supplemental paid sick leave.**

Current Text: Chaptered: 3/19/2021 [html](#) [pdf](#)

Introduced: 12/16/2020

Status: 3/19/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 13, Statutes of 2021.

Summary: Would provide for COVID-19 supplemental paid sick leave for covered employees, as defined, who are unable to work or telework due to certain reasons related to COVID-19, including that the employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19. The bill would entitle a covered employee to 80 hours of COVID-19 supplemental paid sick leave if that employee either works full time or was scheduled to work, on average, at least

40 hours per week for the employer in the 2 weeks preceding the date the covered employee COVID-19 supplemental paid sick leave. The bill would provide a different calculation for supplemental paid sick leave for a covered employee who is a firefighter subject to certain work schedule requirements and for a covered employee working fewer or variable hours, as specified.

SB 266 (Newman D) State park system: Chino Hills State Park: expansion.

Current Text: Enrollment: 9/9/2021 [html](#) [pdf](#)

Introduced: 1/28/2021

Status: 9/9/2021-Enrolled and presented to the Governor at 1 p.m.

Summary: Would require the Department of Parks and Recreation to provide assistance acquiring and accepting land immediately adjacent to, and that expands, Chino Hills State Park, by transferring 3 specified properties into the state park system. The bill would require the department to manage the acquired properties and parcels with specified funds as part of the Chino Hills State Park, as provided.

SB 274 (Wieckowski D) Local government meetings: agenda and documents.

Current Text: Enrollment: 8/30/2021 [html](#) [pdf](#)

Introduced: 1/29/2021

Status: 8/30/2021-Enrolled and presented to the Governor at 1 p.m.

Summary: The Ralph M. Brown Act requires meetings of the legislative body of a local agency to be open and public and also requires regular and special meetings of the legislative body to be held within the boundaries of the territory over which the local agency exercises jurisdiction, with specified exceptions. Current law authorizes a person to request that a copy of an agenda, or a copy of all the documents constituting the agenda packet, of any meeting of a legislative body be mailed to that person. This bill would require a local agency with an internet website, or its designee, to email a copy of, or website link to, the agenda or a copy of all the documents constituting the agenda packet if the person requests that the items be delivered by email. If a local agency determines it to be technologically infeasible to send a copy of the documents or a link to a website that contains the documents by email or by other electronic means, the bill would require the legislative body or its designee to send by mail a copy of the agenda or a website link to the agenda and to mail a copy of a other documents constituting the agenda packet, as specified.

SB 278 (Leyva D) Public Employees' Retirement System: disallowed compensation: benefit adjustments

Current Text: Chaptered: 9/27/2021 [html](#) [pdf](#)

Introduced: 1/29/2021

Status: 9/27/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 331, Statutes of 2021.

Summary: The California Public Employees' Pension Reform Act of 2013 (PEPRA) generally requires a public retirement system, as defined, to modify its plan or plans to comply with the act. PEPRA, among other things, establishes new defined benefit formulas and caps on pensionable compensation. This bill would establish new procedures under PERL for cases in which PERS determines that the benefits of a member or annuitant are, or would be, based on disallowed compensation that conflicts with PEPRA and other specified laws and thus impermissible under PERL. The bill would also apply these procedures retroactively to determinations made on or after January 1, 2017, if an appeal has been filed and the employee member, survivor, or beneficiary has not exhausted their administrative or legal remedies. At the threshold, after determining that compensation for an employee member reported by the state, school employer, or a contracting agency is disallowed, the bill would require the applicable employer to discontinue the reporting of the disallowed compensation.

SB 290 (Skinner D) Density Bonus Law: qualifications for incentives or concessions: student housing for lower income students: moderate-income persons and families: local government constraints.

Current Text: Chaptered: 9/28/2021 [html](#) [pdf](#)

Introduced: 2/1/2021

Status: 9/28/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 340, Statutes of 2021.

Summary: Current law requires the amount of a density bonus and the number of incentives or concessions a qualifying developer receives to be pursuant to a certain formula based on the total number of units in the housing development, as specified. This bill would require a unit designated to satisfy the inclusionary zoning requirements of a city or county to be included in the total number of units on which a density bonus and the number of incentives or concessions are based. The bill would require a city or county to grant one incentive or concession for a student housing development project that will include at least 20% of the total units for lower income students.

SB 339 (Wiener D) Vehicles: road usage charge pilot program.

Current Text: Chaptered: 9/24/2021 [html](#) [pdf](#)

Introduced: 2/8/2021

Status: 9/24/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 308, Statutes of 2021.

Summary: Current law requires the Chair of the California Transportation Commission to create a

Road Usage Charge (RUC) Technical Advisory Committee in consultation with the Secretary of Transportation. Under existing law, the purpose of the technical advisory committee is to guide the development and evaluation of a pilot program to assess the potential for mileage-based revenue collection as an alternative to the gas tax system. Current law requires the technical advisory committee to study RUC alternatives to the gas tax, gather public comment on issues and concerns related to the pilot program, and make recommendations to the Secretary of Transportation on the design of a pilot program, as specified. Current law repeals these provisions on January 1, 2023. This bill would extend the operation of these provisions until January 1, 2027.

SB 542 (Limón D) Sales and use taxes: exemption: medium- or heavy-duty zero-emission trucks.

Current Text: Amended: 5/25/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 6/1/2021)(May be acted upon Jan 2022)

Summary: Current sales and use tax laws impose taxes on retailers measured by gross receipts from the sale of tangible personal property sold at retail in this state, or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state, measured by sales price. The Sales and Use Tax Law provides various exemptions from those taxes. This bill would provide an exemption from those taxes with respect to the sale in this state of, and the storage, use, or other consumption in this state of, a qualified motor vehicle. The bill would define "qualified motor vehicle" as a specified zero-emission truck. The bill would disallow the exemption for sales or uses made on or after January 1, 2025, if the purchaser also received other specified benefits.

SB 606 (Gonzalez D) Workplace safety: violations of statutes: enterprise-wide violations: egregious violations.

Current Text: Chaptered: 9/27/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 9/27/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 336, Statutes of 2021.

Summary: Current law requires the Division of Occupational Safety and Health to issue a citation for a violation of provisions relating to the spraying of asbestos, or any standard, rule, order, or regulation established pursuant to specified provisions of the California Occupational Safety and Health Act of 1973 if, upon inspection or investigation, the division believes that an employer has committed a violation. Current law imposes penalties of certain maximum amounts depending on whether the violation is serious, uncorrected, or willful or repeated. Current law authorizes the division to seek an injunction restraining certain uses or operations of employment that constitute a serious menace to the lives or safety of persons, as specified. This bill would create a rebuttable presumption that a violation committed by an employer that has multiple worksites is enterprise-wide if the employer has a written policy or procedure that violates these provisions, except as specified, or the division has evidence of a pattern or practice of the same violation committed by that employer involving more than one of the employer's worksites. The bill would authorize the division to issue an enterprise-wide citation requiring enterprise-wide abatement if the employer fails to rebut such a presumption.

SB 640 (Becker D) Transportation financing: jointly funded projects.

Current Text: Chaptered: 7/16/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 7/16/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 108, Statutes of 2021.

Summary: Current law provides for the deposit of various funds, including revenues from certain increases in fuel taxes and vehicle fees, for the program into the Road Maintenance and Rehabilitation Account. After certain allocations for the program are made, existing law requires the remaining funds available for the program to be continuously appropriated 50% for allocation to the department for maintenance of the state highway system or for the State Highway Operation and Protection Program and 50% for apportionment to cities and counties by the Controller pursuant to a specified formula. Current law requires a city or county to submit to the California Transportation Commission a list of proposed projects, as specified, to be eligible for an apportionment of those funds. This bill would authorize cities and counties to propose projects to be jointly funded by the cities and counties' apportionments of those funds, as specified.

SB 643 (Archuleta D) Fuel cell electric vehicle fueling infrastructure and fuel production: statewide assessment.

Current Text: Enrollment: 9/17/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 9/17/2021-Enrolled and presented to the Governor at 1:30 p.m.

Summary: Would, until January 1, 2030, require the Energy Commission, in consultation with the State Air Resources Board and the Public Utilities Commission, to prepare a statewide assessment of the fuel cell electric vehicle fueling infrastructure and fuel production needed to support the adoption of zero-

emission trucks, buses, and off-road vehicles at levels necessary for the state to meet specific and requirements relating to vehicular air pollution. The bill would require the statewide assessment to consider all necessary fuel production and distribution infrastructure, as specified, to meet those goals and requirements and to examine existing and future fuel production and distribution infrastructure needs throughout the state, including in low-income communities.

SB 657 (Ochoa Bogh R) Employment: electronic documents.

Current Text: Chaptered: 7/16/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 7/16/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 109, Statutes of 2021.

Summary: Current law regulates the wages, hours, and working conditions of any worker employed in any occupation, trade, or industry, whether compensation is measured by time, piece, or otherwise, except as specified. This bill would provide that, in any instance in which an employer is required to physically post information, an employer may also distribute that information to employees by email with the document or documents attached. The bill would specify that this does not alter the employer's obligation to physically display the required posting.

SB 671 (Gonzalez D) Transportation: Clean Freight Corridor Efficiency Assessment.

Current Text: Enrollment: 9/9/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 9/9/2021-Enrolled and presented to the Governor at 1 p.m.

Summary: Would establish the Clean Freight Corridor Efficiency Assessment, to be developed by the California Transportation Commission, in coordination with other state agencies. In developing the assessment, the bill would require the commission to identify freight corridors, or segments of corridors, throughout the state that would be priority candidates for the deployment of zero-emission medium- and heavy-duty vehicles. The bill would require the commission to submit a report containing the assessment's findings and recommendations to certain committees of the Legislature by December 1, 2023. The bill would require the assessment's findings and recommendations to be incorporated into the development of the California Transportation Plan. The bill would require the state freight plan to include a description of needed infrastructure, projects, and operations for the deployment of zero-emission medium- and heavy-duty vehicles and the development of freight corridors identified in the assessment.

SB 674 (Durazo D) Public Contracts: workforce development: covered public contracts.

Current Text: Amended: 8/30/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 9/9/2021)(May be acted upon Jan 2022)

Summary: Would require the Labor and Workforce Development Agency to create 2 programs, to be known as the California Jobs Plan Program and the United States Jobs Plan Program. The bill would require the programs to meet specified objectives, including supporting the creation and retention of quality, nontemporary full-time jobs, as specified, and the hiring of displaced workers and individuals facing barriers to employment. The bill would require, as a component of applications for covered public contracts, as defined, the creation of forms for each program that state the minimum numbers of proposed jobs that are projected to be retained and created if the applicant wins the covered public contract. These components of the application would be known as the California Jobs Plan and the United States Jobs Plan, which the bill would define.

SB 728 (Hertzberg D) Density Bonus Law: purchase of density bonus units by nonprofit housing organizations.

Current Text: Chaptered: 9/28/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 9/28/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 365, Statutes of 2021.

Summary: Current law, commonly referred to as the Density Bonus Law, requires a city or county to provide a developer that proposes a housing development within the city or county with a density bonus and other incentives or concessions, as specified, if the developer agrees to construct, among other options, specified percentages of units for moderate-income or, lower, or very low income households and meets other requirements. Current law requires the developer and the city or county to ensure that the initial occupant of a for-sale unit that qualified the developer for the award of the density bonus is a person or family of very low, low, or moderate income. This bill instead, would require the developer and the city or county to ensure that (1) a for-sale unit that qualified the developer for the award of the density bonus is initially occupied by a person or family of the required income, offered at an affordable housing cost, as defined, and includes an equity sharing agreement, as specified, or (2) a qualified nonprofit housing organization that is receiving the above-described welfare exemption purchases the unit pursuant to a specified recorded contract that includes an affordability restriction, an equity sharing agreement, as specified, and a repurchase option that

SB 790 (Stern D) Wildlife connectivity actions: compensatory mitigation credits.

Current Text: Enrollment: 9/9/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 9/9/2021-Enrolled and presented to the Governor at 3:30 p.m.

Summary: Would authorize the Department of Fish and Wildlife to approve compensatory mitigation credits for wildlife connectivity actions taken under the conservation and mitigation banking program of the regional conservation investment strategy program. In order to receive compensatory mitigation credits from the department under this authority, the bill would require the wildlife connectivity action to meet specified requirements. The bill would authorize a compensatory mitigation credit created under this authority to be used to fulfill, in whole or in part, compensatory mitigation requirements established under any state or federal environmental law, as determined by the applicable local, state or federal regulatory agency.

SB 798 (Wieckowski D) Trade Corridor Enhancement Account.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was RLS. on 2/19/2021) (May be acted upon Jan 2022)

Summary: Current law creates the Trade Corridor Enhancement Account to receive revenues attributable to 50% of a \$0.20 per gallon increase in the diesel fuel excise tax imposed by the Road Repair and Accountability Act of 2017 for corridor-based freight projects nominated by local agencies and the state. Current law makes these funds and certain federal funds apportioned to the state available upon appropriation for allocation by the California Transportation Commission for trade infrastructure improvement projects that meet specified requirements. This bill would make nonsubstantive changes to this provision.

SCA 2 (Allen D) Public housing projects.

Current Text: Introduced: 12/7/2020 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 9/1/2021-Ordered to inactive file on request of Senator Allen.

Summary: The California Constitution prohibits the development, construction, or acquisition of a low-rent housing project, as defined, in any manner by any state public body until a majority of the qualified electors of the city, town, or county in which the development, construction, or acquisition of the low-rent housing project is proposed approve the project by voting in favor at an election, as specified. This measure would repeal these provisions.

SCA 4 (Wilk R) Legislature: 2-year budget.

Current Text: Introduced: 2/17/2021 [html](#) [pdf](#)

Introduced: 2/17/2021

Status: 4/7/2021-Referred to Coms. on B. & F.R. and E. & C.A.

Summary: Would limit the Legislature, in the first year of the regular session, to considering or acting upon only the Budget Bill and related bills, and up to 5 bills introduced by each of the standing committees of the Legislature, as specified. The measure would require the Governor to submit to the Legislature a budget for the ensuing 2 fiscal years within the first 10 days of the first calendar year of the biennium of the legislative session, and would require the Legislature to adopt by June 15 of the first calendar year of the biennium of the legislative session a Budget Bill that appropriates funds to support state government for the next 2-year fiscal period commencing on July 1. The measure, in the second year of the regular session, would limit the Legislature to considering or acting upon only legislation other than the Budget Bill and related bills. The Legislature, by a 2/3 vote of each house, would be authorized, however, to amend an enacted Budget Bill and related bills in both calendar years of the biennium.

Total Measures: 60

Total Tracking Forms: 60

Minute Action

AGENDA ITEM: 24

Date: November 3, 2021

Subject:

Federal Legislative Update

Recommendation:

Receive and file the October 2021 Federal Legislative Update.

Background:

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with representatives from federal advocates Potomac Partners DC, LLC reported to the Legislative Policy Committee on October 13th, the on-going process to pass a bipartisan infrastructure bill, federal surface transportation reauthorization bill, social infrastructure bill, as well as the Fiscal Year (FY) 2022 budget.

On the last day of FY 2021, September 30th, Congress passed a Continuing Resolution (CR) to fund the federal government. The CR is set to expire on December 3rd, 2021. The \$3.5 trillion budget reconciliation package faces hurdles in Congress as Democratic Senators Manchin (D-WV) and Sinema (D-AZ) continue to oppose the package as proposed in the House. At this time, negotiations are ongoing in the House and Senate and topline spending amounts for accounts like Housing and Medicare may soon change as leaders work to secure support from both moderates and progressives by lowering the topline numbers.

None of the 12 annual appropriations bills for FY 2022 have been signed into law. Thus far, the House has passed 9 of their 12 appropriations bills on the floor. The Senate has yet to pass any of their FY 2022 spending bills on the floor. Senate Appropriators and senior committee staff do not expect subcommittee markups on many, if any, Senate appropriations bills as they work to expedite the process and quickly bring bills to the Senate floor for full consideration.

Congress will still need to address the debt ceiling, and in a letter to Congressional Leadership on September 28th, Treasury Secretary Janet Yellen indicated that a default on the debt could occur as soon as October 18th, if no action is taken by Congress. While Congressional Democrats have attempted, and will likely continue to attempt, to advance a suspension of the debt ceiling that would require Republican support, Senate Republicans have continued to block any such effort and remain unwavering in their assertion that any such debt ceiling increase/suspension will need to be done without Republican votes. As such, it is becoming increasingly likely that Democrats will be forced to address the debt ceiling through the budget reconciliation process, which will likely present additional procedural hurdles related to amending the existing budget resolution to address the debt ceiling. This approach will also require Democrats to increase the debt limit by a specific amount, rather than providing a temporary suspension, which would likely be less politically palatable for many moderate Democrats. Several Republicans have already indicated that Democrats voting to increase the debt ceiling would likely be a major campaign issue in both the FY 2022 midterms and beyond.

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

Board of Directors Agenda Item

November 3, 2021

Page 2

After House Democrats failed to reach a deal on moving forward with consideration of the Senate-passed bipartisan infrastructure bill, the Infrastructure Investment and Jobs Act (IIJA), House Leadership chose to delay a scheduled vote on the bill instead of risking a failed floor vote. The enacted CR did not include an extension of the current surface transportation authorization legislation (FAST Act), which briefly lapsed after the House failed to act on IIJA.

Negotiations continue to take place among House and Senate Democrats. While moderates in the House Democratic caucus have been pushing for an immediate vote on the Senate-passed infrastructure package, progressives see the IIJA as their only real leverage to force consideration, and passage, of the budget reconciliation bill. Their concern remains that if they were to vote to pass the IIJA, moderates could simply withhold their support for the pending House reconciliation bill unless it was significantly pared down.

House Democratic Leadership struck a deal with moderate House Democrats in August whereby leadership promised that the nearly \$1.2 trillion bipartisan IIJA, that includes \$550 billion in new spending and a five-year surface transportation reauthorization, would be taken up on the House floor no later than September 27th, and in return moderates would vote in support of the FY 2022 budget resolution to initiate the budget reconciliation process. The negotiations on the specific path forward for these two items stalled this week as progressives called for party moderates to engage in negotiations on the bill's specific policies and programs, instead of simply referencing caps on the overall price tag. Although House Democratic leadership promised progressives a budget reconciliation "framework" agreement in return for votes on the IIJA, negotiations on a framework hit a roadblock when Senator Joe Manchin (D-WV) announced he wanted the reconciliation bill capped at \$1.5 trillion, or less than half of the \$3.5 trillion House reconciliation package, which the vast majority of Democrats have voiced support for.

Financial Impact:

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

Reviewed By:

This item was received by the Legislative Policy Committee on October 13, 2021.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: November 3, 2021

Witnessed By:

Minute Action

AGENDA ITEM: 25

Date: November 3, 2021

Subject:

Increase in Fiscal Year 2021/2022 Operating Assistance Allocation for Metrolink Service Restoration

Recommendation:

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

Approve an increase in San Bernardino County Transportation Authority's operating assistance allocation to the Southern California Regional Rail Authority in the amount of \$382,205, to be paid for with available COVID Relief Funds, for the purpose of restoring service across the Metrolink system.

Background:

The declaration of COVID-19 as a pandemic on March 11, 2020, and the Governor issuing a stay-at-home order on March 19, 2020, resulted in an unprecedented decline in Metrolink ridership and drastic impacts on the local economy. In response to the lower demand, the Southern California Regional Rail Authority (SCRRA) reduced service by 30% on March 26, 2020. On November 16, 2020, SCRRA optimized train schedules to better reflect new travel patterns. This included the temporary suspension of several low ridership trains, while some trains that had been suspended in March were added back to better serve riders.

In light of the continuing effects of the COVID-19 pandemic and the related decline in Metrolink ridership, SCRRA has developed a forecast for ridership and associated revenue recovery for Fiscal Year 2021/2022 in order to track demand and assess service levels. The spreading coronavirus Delta Variant continued to impact Metrolink ridership recovery in August 2021. Despite the reinstatement of mask mandates in Los Angeles County on July 17, 2021, Metrolink witnessed continued ridership growth, although the rate of growth has been slowing. Total ridership in August 2021 reached 303,020 boardings, up 6% from July 2021. This reflects a 29% recovery of pre-pandemic ridership levels, which is anticipated to continue to increase as the vaccine becomes more widely available, students return to in-person classrooms, and workers return back to the office.

In response to the increase in ridership and further anticipated growth, on July 11, 2021, a special presentation was made to the SCRRA Member Agency Advisory Committee (MAAC) to propose different options for service restoration. After internal discussion at the staff level, Metrolink staff developed an option to restore service by 21%. The proposed service restoration includes the reinstatement of trains across all six lines. Service restoration can be summarized as follows:

- Ventura County Line
 - Restores a peak period round trip between East Ventura and Los Angeles Union Station (LAUS), trains 106 and 123. This is in addition to the 4 Amtrak code share trains available to all Metrolink customers added October 25th.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

November 3, 2021

Page 2

- Antelope Valley Line
 - Restores a peak period round trip between LAUS and Lancaster, trains 206 and 225, and two LAUS to Via Princessa round trips, trains 205, 210, 219 and 224.
- San Bernardino Line
 - Restores off peak and late night trains 308, 327, 337, 338, 339 and 340, as well as balances weekend service to the same number of roundtrips both days.
- Riverside Line
 - Restores one peak and one off peak round trip between LAUS and Riverside, trains 402,404, 405 and 411.
- Orange County Line
 - Restores a reverse peak round trip between LAUS and Laguna Niguel, trains 682 and 687.
- Perris Valley Line
 - Restores a reverse peak round trip between LAUS and South Perris, trains 702 and 709.

Tables 1 and 2 below provides the details of service restoration on the San Bernardino Line.

Table 1

Inbound	Express												Future				Future	Future
	301	303	305	307	309	381	313	315	317	319	321	325	327	331	333	335	337	339
Departure Shift	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	New Train	0:00	0:00	0:00	New Train	New Train
Current Departure	3:41	4:11	4:41	5:11	5:41	6:15	6:21	6:41	7:41	8:38	9:38	11:38		14:38	15:38	16:38		
San Bernardino - Downtown	3:41	4:11	4:41	5:11	5:41		6:21	6:41	7:41	8:38	9:38	11:38	13:38	14:38	15:38	16:38	17:38	18:43
San Bernardino - Depot	3:46	4:16	4:46	5:15	5:46	6:15	6:26	6:46	7:46	8:43	9:43	11:43	13:43	14:43	15:43	16:43	17:44	18:48
Rialto	3:53	4:23	4:53	5:22	5:53		6:33	6:52	7:52	8:49	9:49	11:49	13:49	14:49	15:49	16:49	17:51	18:54
Fontana	4:00	4:29	4:59	5:29	5:59		6:39	6:58	7:58	8:55	9:55	11:55	13:55	14:55	15:55	16:55	17:58	19:00
Rancho Cucamonga	4:08	4:38	5:08	5:37	6:08	6:30	6:48	7:08	8:07	9:04	10:04	12:04	14:04	15:04	16:04	17:04	18:07	19:09
Upland	4:16	4:45	5:15	5:45	6:15		6:57	7:16	8:14	9:11	10:11	12:11	14:11	15:11	16:11	17:16	18:17	19:18
Montclair	4:21	4:51	5:21	5:50	6:21	6:40	7:02	7:21	8:20	9:17	10:17	12:17	14:17	15:17	16:17	17:22	18:22	19:24
Claremont	4:25	4:54	5:24	5:54	6:24		7:06	7:25	8:24	9:21	10:21	12:21	14:21	15:21	16:21	17:25	18:25	19:27
Pomona - North	4:30	4:59	5:29	5:58	6:29		7:10	7:30	8:28	9:25	10:25	12:25	14:25	15:25	16:25	17:30	18:29	19:31
Covina	4:41	5:10	5:40	6:09	6:40	6:54	7:21	7:42	8:42	9:40	10:40	12:40	14:40	15:40	16:40	17:41	18:40	19:42
Baldwin Park	4:47	5:17	5:47	6:17	6:46		7:28	7:48	8:48	9:47	10:47	12:47	14:47	15:47	16:47	17:48	18:47	19:48
El Monte	4:57	5:26	5:56	6:27	6:55		7:38	7:59	8:59	9:56	10:56	12:56	14:56	16:00	16:58	17:59	18:58	20:00
Cal State LA	5:08	5:37	6:09	6:38	7:06	7:17	7:51	8:10	9:11	10:10	11:10	13:10	15:10	16:15	17:15	18:16	19:10	20:10
L.A. UNION STATION	5:18	5:48	6:20	6:49	7:17	7:29	8:01	8:20	9:22	10:21	11:21	13:21	15:21	16:26	17:26	18:27	19:21	20:20
Current Arrival	5:18	5:48	6:20	6:49	7:17	7:29	8:02	8:21	9:22	10:21	11:21	13:21		16:26	17:26	18:27		
Arrival Shift	0:00	0:00	0:00	0:00	0:00	0:00	-0:01	-0:01	0:00	0:00	0:00	0:00	New Train	0:00	0:00	0:00	New Train	New Train
Trip Time	1:37	1:37	1:39	1:38	1:36	1:14	1:40	1:39	1:41	1:43	1:43	1:43	1:43	1:48	1:48	1:49	1:43	1:37
Trip Time (Current)	1:37	1:37	1:39	1:38	1:36	1:14	1:41	1:40	1:41	1:43	1:43	1:43	1:43	1:48	1:48	1:49		
Trip Time Difference	0:00	0:00	0:00	0:00	0:00	0:00	-0:01	-0:01	0:00	0:00	0:00	0:00	New Train	0:00	0:00	0:00	New Train	New Train

Table 2

Outbound	Express																Future	Future
	300	304	306	308	312	314	318	320	322	324	326	382	330	332	334	336	338	340
Departure Shift	0:00	0:00	0:00	New Train	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	New Train	New Train
Current Departure	5:37	7:34	8:38		11:38	12:38	14:38	15:38	15:57	16:38	16:55	17:26	17:37	17:57	18:38	19:38		
LA UNION STATION	5:37	7:34	8:38	9:38	11:38	12:38	14:38	15:38	15:57	16:38	16:55	17:26	17:37	17:57	18:38	19:38	20:38	21:38
Cal State LA	5:48	7:44	8:49	9:49	11:49	12:49	14:49	15:49	16:07	16:49	17:06	17:37	17:48	18:08	18:49	19:49	20:49	21:49
El Monte	5:58	8:02	9:00	10:00	12:00	13:00	15:00	16:00	16:18	17:00	17:19		17:59	18:21	19:00	20:00	21:00	22:00
Baldwin Park	6:09	8:12	9:10	10:10	12:10	13:10	15:10	16:10	16:27	17:11	17:29		18:10	18:31	19:10	20:10	21:10	22:10
Covina	6:16	8:20	9:17	10:17	12:17	13:17	15:17	16:17	16:35	17:18	17:36	18:03	18:17	18:38	19:17	20:17	21:17	22:17
Pomona - North	6:30	8:33	9:30	10:30	12:30	13:30	15:30	16:30	16:52	17:31	17:51		18:30	18:52	19:30	20:30	21:30	22:30
Claremont	6:35	8:38	9:35	10:35	12:35	13:35	15:35	16:35	16:56	17:36	17:56		18:35	18:56	19:35	20:35	21:35	22:35
Montclair	6:39	8:42	9:39	10:39	12:39	13:39	15:39	16:39	17:00	17:40	18:00	18:19	18:39	19:00	19:39	20:39	21:39	22:39
Upland	6:47	8:47	9:45	10:45	12:45	13:45	15:45	16:45	17:05	17:46	18:05		18:45	19:06	19:45	20:45	21:45	22:45
Rancho Cucamonga	6:55	8:54	9:52	10:52	12:52	13:52	15:52	16:52	17:12	17:53	18:13	18:30	18:52	19:13	19:52	20:52	21:52	22:52
Fontana	7:09	9:09	10:04	11:04	13:04	14:04	16:04	17:04	17:22	18:07	18:23		19:08	19:22	20:04	21:04	22:04	23:04
Rialto	7:15	9:15	10:10	11:10	13:10	14:10	16:10	17:10	17:28	18:13	18:29		19:14	19:29	20:10	21:10	22:10	23:10
San Bernardino - Depot	7:21	9:21	10:16	11:16	13:16	14:16	16:16	17:16	17:35	18:20	18:36	18:46	19:21	19:35	20:16	21:16	22:16	23:16
San Bernardino - Downtown	7:26	9:26	10:21	11:21	13:21	14:21	16:21	17:21	17:40	18:25	18:41		19:25	19:40	20:21	21:21	22:21	23:21
Current Arrival	7:26	9:26	10:21		13:21	14:21	16:21	17:21	17:40	18:25	18:41	18:46	19:25	19:40	20:21	21:21		
Arrival Shift	0:00	0:00	0:00	New Train	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	New Train	New Train
Trip Time	1:49	1:52	1:43	1:43	1:43	1:43	1:43	1:43	1:43	1:47	1:46	1:20	1:48	1:43	1:43	1:43	1:43	1:43
Trip Time (Current)	1:49	1:52	1:43		1:43	1:43	1:43	1:43	1:43	1:47	1:46	1:20	1:48	1:43	1:43	1:43		
Trip Time Difference	0:00	0:00	0:00	New Train	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	New Train	New Train

Board of Directors Agenda Item

November 3, 2021

Page 3

The total cost to reinstate the proposed service across the system is approximately \$2.95 million with revenue estimated to be \$1.05 million, leaving a funding need of \$1.89 million from member agencies. Table 3 below provides the cost-break down by member agency. San Bernardino County Transportation Authority's (SBCTA) share of the cost, less estimated revenue is \$382,205. SCRRA has proposed that the cost of the service restoration be paid for with available COVID Relief Funds.

Table 3

FY22 Adopted Budget	METRO	OCTA	RCTC	SBCTA	VCTC	Total
Revenue	29,213,825	15,604,054	5,044,779	7,252,509	2,244,130	59,359,297
Expense	127,593,263	54,756,602	26,519,363	29,770,267	14,394,215	253,033,710
Funding Required	98,379,438	39,152,549	21,474,584	22,517,758	12,150,085	193,674,413

Change in Budget	METRO	OCTA	RCTC	SBCTA	VCTC	Total	<i>Change</i>
Revenue (estimated)	710,121	28,674	96,641	127,907	93,776	1,057,119	1.8%
Expense	2,237,053	(416,513)	293,719	510,112	328,766	2,953,138	1.2%
Funding Required (estimated)	1,526,932	(445,187)	197,078	382,205	234,990	1,896,018	1.0%

FY22 Budget with Restored Service as of December	METRO	OCTA	RCTC	SBCTA	VCTC	Total
Revenue	29,923,946	15,632,728	5,141,420	7,380,415	2,337,906	60,416,416
Expense	129,830,316	54,340,089	26,813,082	30,280,379	14,722,981	255,986,847
Funding Required	99,906,370	38,707,362	21,671,662	22,899,963	12,385,075	195,570,432

SCRRA staff presented the proposed service restoration to its Audit and Finance Committee on October 8, 2021, where it was approved unanimously for recommendation to its Board of Directors on October 22, 2021. Implementation of the service recommendation is contingent of receiving approval from the five member agencies. Once approved, SCRRA is targeting implementation in December 2021.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Rebekah Soto, Management Analyst

Approved
Board of Directors
Date: November 3, 2021

Witnessed By:

San Bernardino County Transportation Authority

Adding Service Restoration to
the FY2021-22 Budget

Meeting October 7, 2021



Suggested Action

It is recommended that the Member
Agencies approve

1. the Adoption of Service Restoration
Expense to the FY22 Budget.

Budget Impact

1. Service Restoration, the FY2021-22 Adopted Budget will be amended to include an additional \$2,953,138 in expense, and an additional \$1,057,119 in revenue.



3

METROLINK.

Effect of Service Restoration on FY22 Budget

FY22 Adopted Budget	METRO	OCTA	RCTC	SBCTA	VCTC	Total
Revenue	29,213,825	15,604,054	5,044,779	7,252,509	2,244,130	59,359,297
Expense	127,593,263	54,756,602	26,519,363	29,770,267	14,394,215	253,033,710
Funding Required	98,379,438	39,152,549	21,474,584	22,517,758	12,150,085	193,674,413

Change in Budget	METRO	OCTA	RCTC	SBCTA	VCTC	Total	Change
Revenue (estimated)	710,121	28,674	96,641	127,907	93,776	1,057,119	1.8%
Expense	2,237,053	(416,513)	293,719	510,112	328,766	2,953,138	1.2%
Funding Required (estimated)	1,526,932	(445,187)	197,078	382,205	234,990	1,896,018	1.0%

FY22 Budget with Restored Service as of December	METRO	OCTA	RCTC	SBCTA	VCTC	Total
Revenue	29,923,946	15,632,728	5,141,420	7,380,415	2,337,906	60,416,416
Expense	129,830,316	54,340,089	26,813,082	30,280,379	14,722,981	255,986,847
Funding Required	99,906,370	38,707,362	21,671,662	22,899,963	12,385,075	195,570,432

6

METROLINK.

4

FY22 Service Restoration - Train Miles

	By Member Agency					
	METRO	OCTA	RCTC	SBCTA	VCTC	Total
Train Miles - FY22 Adopted Budget	1,083,609	543,967	227,075	255,052	75,286	2,184,988
Added Miles for Restored Service	117,931	14,437	18,137	27,289	11,672	189,466
Train Miles with Restored Service	1,201,540	558,404	245,212	282,341	86,957	2,374,454
Share of added train miles	62%	8%	10%	14%	6%	100%
% Increase in train miles	11%	3%	8%	11%	16%	9%

	By Line								
	San Bernardino	Ventura County	Antelope Valley	Riverside	Orange County	IEOC	91/PVL	Deadhead Miles	Total
Train Miles - FY22 Adopted Budget	520,798	193,274	413,712	107,489	389,891	305,311	233,688	20,826	2,184,988
Added Miles for Restored Service	51,810	21,273	45,675	35,441	16,202	0	19,065	0	189,466
Train Miles with Restored Service	572,609	214,546	459,387	142,930	406,093	305,311	252,752	20,826	2,374,454
Share of added train miles	27%	11%	24%	19%	9%	0%	10%	0%	100%
% Increase in train miles	10%	11%	11%	33%	4%	0%	8%	0%	9%
# Trains restored	6	2	6	4	2	0	2	0	22

Minute Action

AGENDA ITEM: 26

Date: November 3, 2021

Subject:

Rating Services Sole Source Agreements

Recommendation:

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

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

Board of Directors Agenda Item

November 3, 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 was reviewed and unanimously recommended for approval by the General Policy Committee on October 13, 2021. 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
Board of Directors
Date: November 3, 2021

Witnessed By:

San Bernardino County Transportation Authority

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

Dollar Amount							
Original Contract	\$	190,000.00	Original Contingency	\$	-		
Prior Amendments	\$	-	Prior Amendments	\$	-		
Current Amendment	\$	-	Current Amendment	\$	-		
Total/Revised Contract Value		\$	190,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)			\$	190,000.00		

Board of Directors	Date: 11/03/2021	Board	Item # 8092
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Other Contracts		Sole Source?	Yes	No Budget Adjustment
Local	Professional Services (Non-A&E)			N/A

Estimated Start Date:	11/03/2021	Expiration Date:	03/01/2027	Revised Expiration Date:	
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[illegible]

\$ -

100

[illegible]

Task Manager (Print Name)

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: 11/03/2021 Board Item # 8092

Contract Management (Internal Purposes Only)

Other Contracts Local Sole Source? Yes No Budget Adjustment N/A

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

Accounts Payable

Estimated Start Date: 03/15/2021 Expiration Date: 04/01/2026 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		MSI Freeway	120,000.00	-	-
GL:	-	-	-
GL:	-	-	-
GL:	-	-	-
GL:	-	-	-
GL:	-	-	-
GL:	-	-	-
GL:	-	-	-
GL:	-	-	-

Lisa Lazzar

Project Manager (Print Name)

Hilda Flores

Task Manager (Print Name)

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

Attachment: 21-1002607 Amend 1 CSS (8092 : 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.

[There is no further text on this page]

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,


Date: 2021.03.15 13:03 EST

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 (8092 : 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: 11/03/2021 Board Item # 8092

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:				09/09/2019		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:														-		-	
GL:														-		-	

Lisa Lazzar

Project Manager (Print Name)

Hilda Flores

Task Manager (Print Name)

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

Attachment: 20-1002281 Amend 2 CSS (8092 : 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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Page 1

(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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Page | 2

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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Page 3

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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Page 4

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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Page 5

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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Page 6

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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Page | 7

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		

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

Page | 3

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

MOODY'S RATING APPLICATION AND FEE SCHEDULE FOR DEBT SUPPORTED BY LETTERS OF CREDIT
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Page | 9

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 3.0 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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Page | 10

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
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Page | 11

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 (8092 : 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

Page | 12

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 (8092 : 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

Page | 13

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.

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Page | 14

General Contract Information

Contract No: 20-1002295 Amendment No.: 1

Contract Class: Payable Department: Finance

Vendor No.: 02860 Vendor Name: Standard & Poors Global

Description: 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: 11/03/2021 Board Item # 8092

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:				09/12/2019		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:													-		-		
GL:													-		-		

Lisa Lazzar

Project Manager (Print Name)

Hilda Flores

Task Manager (Print Name)

Additional Notes:

Attachment: CSS S&P (8092 : 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.

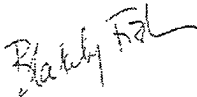
With respect to each rating that you have asked S&P Global Ratings (a "nationally recognized statistical rating organization") to rate under this Agreement, you understand that S&P Global Ratings is required under Rule 17g-7(a)(1)(ii)(J)(1) through (2) under the Securities Exchange Act of 1934 (hereafter "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 (8092 : 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: 27

Date: November 3, 2021

Subject:

Regional Early Action Planning 1.0 Grant Program Update

Recommendation:

Receive an update on the ongoing San Bernardino County Regional Early Action Planning (REAP 1.0) grant program efforts in providing support to member jurisdictions with their housing element adoption process.

Background:

In September 2020, Southern California Association of Governments (SCAG) approved the Sub-regional Partnership Program Guidelines and authorized the SCAG Executive Director, or his designee, to enter into agreements with the designated sub-regional partners to implement programs associated with Regional Early Action Planning (REAP) grant funds from the State of California (State). The REAP Grant program is intended to augment resources available through locally received Senate Bill (SB) 2 and Local Early Action Planning (LEAP) grants and foster sub-regional collaborations to take advantage of economies of scale in meeting housing goals. The funding amount available for each sub-regional partner out of the total \$23 million is based on the final Regional Housing Needs Assessment (RHNA) allocation. The amount of REAP Grant funding allocated to San Bernardino Council of Governments (SBCOG) is \$2,441,324 (10.6% of the regional total). Eligible projects and activities include any planning projects that would result in increased housing production for the region, for example, preparing and implementing 6th cycle housing elements, temporary staffing to assist with housing elements, zoning ordinances to accommodate additional housing, and establishing regional housing trust funds.

To receive the sub-regional funding allocated to San Bernardino County, SBCOG prepared a REAP Grant Work Plan to outline how the \$2,441,324 will be expended and the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board), acting as the SBCOG, approved the REAP Grant Work Plan (Work Plan) on October 7, 2020. The approved Work Plan identified the list of projects that took into account both formal and informal input from SBCOG member jurisdictions. The list of Work Plan projects was intended to provide support to all SBCOG member jurisdictions by offering a menu of options for member jurisdictions to access services and tools depending on their unique needs associated with their housing element adoption process. It was implemented to support the preparation of housing elements, provide jurisdictions with support on multiple ways for implementation of updated housing-related laws, and supports the development of housing for low and very low-income residents. The Board action on October 7, 2020, authorized execution of the funding agreement/Memorandum of Understanding (MOU) with SCAG by the SBCTA Executive Director. The funding agreement with SCAG was signed by the Executive Director on April 5, 2021.

To expedite the deployment of the technical assistance, staff utilized the current Planning and Council of Governments (COG) on-call contracts to expedite the procurement process for all of the work elements included in the REAP Work Plan, and the work began in February 2021.

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

Since then, both staff and the technical assistance team worked diligently to deliver on the seven (7) project tasks identified in the Work Plan. The 6th RHNA cycle brought many new challenges for our jurisdictions in developing their Housing and Community Development (HCD) compliant housing elements. In this cycle, the RHNA allocations were far greater than what had been any previous cycles, HCD added new Affirmatively Furthering Fair Housing (AFFH) analysis requirements, new re-zoning restrictions, new housing unit credit methodologies, and strict timelines. In addition, while our jurisdictions were trying to grapple with new requirements, new housing bills were passed and signed into law that led to release of more HCD guidelines and technical memo on how to incorporate changes into the draft housing elements. To address some of these challenges, SBCOG provided direct technical assistance in staffing, data, guidelines interpretation, capacity studies, and training. The attached table shows status summaries of each activity provided with the REAP 1.0 funding.

On October 7, 2021, SCAG staff presented an item related to REAP 2021 (REAP 2.0) funding during their Regional Council meeting. REAP 2021 was established as a part of Assembly Bill (AB) 140 for the Fiscal Year (FY) 2021/2022 budget. Approximately \$246 million out of the \$600 million is available for the SCAG region based on the population share of the State. About 10 percent of funds are available starting January 1, 2022 while the rest of the funds are going to be obligated by June of 2024. SCAG staff proposed three (3) main programmatic areas that would be discussed with various stakeholders once SCAG receives clearer guidance from the State on program guidelines. The three program areas include: 1.) Early Action Initiatives, 2.) County Transportation Commission (CTC) Partnership Program, and 3.) Housing Supportive Infrastructure Program.

In response to the REAP 2021 program framework, staff currently has several project ideas that would fit and compete well within these three program areas. These are initial ideas, and additional details on these or other concepts would be provided to the Board as the REAP 2021 guidelines are completed and SCAG program direction becomes clearer.

- San Bernardino County Housing Trust Program - (Fits with SCAG Programs 1 and 3)
- Potential SB 743 Vehicle Miles Traveled (VMT) Mitigation Crediting/Banking Program seed funding (based on study authorized by the Board in July 2020 and nearing completion - Fits with SCAG Program 2)
- First/Last Mile transit service enhancements at selected Metrolink stations (Fits with SCAG Program 2)
- Ontario International Airport (ONT) Loop/Rancho Cucamonga Station (Fits with SCAG Programs 2 and 3)
- Other supplemental planning work left from REAP 1.0 (Fits with SCAG Program 1)

Once the formal REAP 2021 guideline is released from HCD, staff will bring another REAP 2021 Grant Strategy item before the Board to further discuss these and other potential concepts.

Board of Directors Agenda Item

November 3, 2021

Page 3

Financial Impact:

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

Reviewed By:

This item has been reviewed by the Planning and Development Technical Forum on October 27, 2021, and is scheduled to be reviewed at the City/County Manager's Technical Advisory Committee on November 4, 2021.

Responsible Staff:

Josh Lee, Chief of Planning

Approved
Board of Directors
Date: November 3, 2021

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Summary of SBCOG REAP Assistance

	Activity Title	Technical Assistance Provided	Jurisdictions	Status	Notes
Activity 1	Review & Approval of Housing Element (HE)/Local Staff Augmentation	1. Reviewing of HE 2. Assistance with HCD 3. Assistance with city adoption process 4. Write-up of the HE chapters 5. Assistance with Public outreach meetings	Barstow Chino Hills Hesperia Highland Montclair Needles Redlands Rialto Yucaipa	Draft document approval of the City Council (2) Comments received from HCD (4) Draft document preparation (1) Draft document submitted to HCD (3) Draft document preparation (1) Draft document submitted to HCD (3) Draft document submitted to HCD (3) Draft document approval of the City Council (2) Draft document submitted to HCD (3)	Milestones for HE Adoption Process: 1. Draft document preparation 2. Draft document approval of the City Council 3. Draft document submitted to HCD 4. Comments received from HCD 5. HCD comments incorporated 6. Final adoption of the HE
Activity 2	Sites Inventory & Site Analysis	1. RHNA community snapshot (baseline data) 2. Development of baseline maps 3. Sites Inventory & Site Analysis 4. RHNA Sites Inventory Reporting Tool 5. Training and follow-up	All Jurisdictions	1. Opportunity Finder configuration and data prep for AFFH analysis layers implementation 3. Completion of countywide vacant land analysis 2. Data gathering, review, cleaning, and analysis of RHNA Community Snapshot 3. Development of 3D Base map 4. 3D Assets review and refinements 5. SCAG HELPR Data Download and compilation for ArcGIS Urban import	
Activity 3	ADU Capacity Analysis, Pre-Approved Design & Development Guidelines	1. Compile local data into regional inventory 2. Develop ADU policies, tools, and analysis 3. ADU affordability cost comparison 4. Draft ADU capacity analysis and projections 5. Prepare pre-approved ADU design plans	All Jurisdictions	1. Development of ADU location and permit information 2. On-line ADU survey 3. Development of policy toolkit for communities to encourage ADU production to be used in their housing elements 4. Compilation of data from HCD 5. Development of preapproved conceptual plans with remaining elevations and 3D renderings 6. Development of ADU public outreach materials for the jurisdictions	ADU pre-approved design pilot jurisdictions: Barstow, Big Bear Lake, Colton, Hesperia, Ontario, Rancho Cucamonga, and Chino Hills
Activity 4	SB 1000 Environmental Justice Toolkit	1. Equity assessment tools 2. Data gathering 3. Community/stakeholder outreach 4. SB 1000 toolkit and policy guide	All Jurisdictions	1. Draft project branding materials 2. Coordinate with Countywide Vision Wellness Element Group, UC Riverside, and member jurisdictions to gather input and data 3. Preparation of technical analysis, objectives and measures on how data will be used to evaluate specific tools and indices to measure disadvantage communities 4. Create draft list of CBO questions for stakeholder meetings 5. Create draft list of planning documents relevant to equity toolkit.	
Activity 5	AB 686 AFFH/Housing Discrimination Toolkit	1. Analyze segregation and residential displacement 2. Develop AFFH program goals, metrics and milestones to be included in Hes 3. Develop Housing discrimination/AB 686 Toolkit 4. Stakeholder outreach	All Jurisdictions	1. Development of draft segregation and residential displacement analysis for regional AFFH 2. Coordination with San Bernardino County Community Development and Housing Department and Inland Fair Housing and Mediation Board 4. Distribution of AFFH technical memo and training	
Activity 6	Infrastructure Pilot Toolkit	1. Infrastructure analysis and technical memo 2. Final infrastructure capacity report and web mapping	SB County Hesperia Barstow Adelanto Victorville Apple Valley Needles	1. Development of GIS updates for webmap. 2. Coordination with water and utility agencies to build infrastructure layer 3. Incorporation of the GIS data into Activity 2	

Attachment: Agenda Item Table (8078 : REAP 1.0 Update)

SBCTA/SBCOG in Collaboration with **DUDEK**



**SAN BERNARDINO
REGIONAL HOUSING TRUST**

Regional Housing Trust Fund

San Bernardino Region

PRESENTED BY DUDEK

OCTOBER 27, 2021

Agenda

01 Housing Trust Introduction

04 Existing Housing Trusts

02 Housing Trust Operating Structures

05 Questions/Comments

03 Potential Funding Sources

01

Housing Trust Introduction



What is a Housing Trust?

A program or organization that raises funding for:

**Housing
Production**

**Housing
Preservation**

**Housing-Related
Activities**

4

What are the Characteristics of a Housing Trust?

Ongoing revenues, instead of annual appropriations

Funds are primarily designated to support affordable housing

Flexibility in funding sources

5

What are the Benefits of a Housing Trust?

Flexible Source of Gap Financing

- Revolving Loan Funds

Ability to Compete for State Funds

- Local Housing Trust Program

Homelessness Assistance

- Funding to develop targeted solutions

Ability to Pool Resources

- Helps funds go further

6

02

Housing Trust Operating Structures



Local and Regional Structures (Type 1 & 2)

Local City or County Trust

Eligible for State and
Federal funding

Limited staff and time
to administer the trust

Often place funds into
a revolving loan fund

Joint Powers Authority

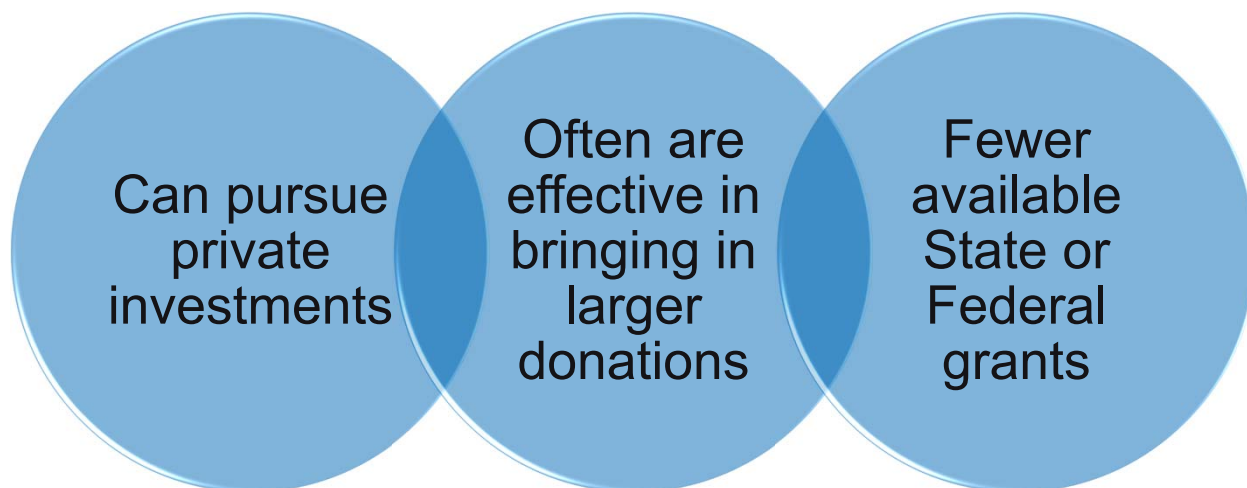
Eligible for State and
Federal funding

Not eligible for State
matching funds

COGs have existing
JPA experience

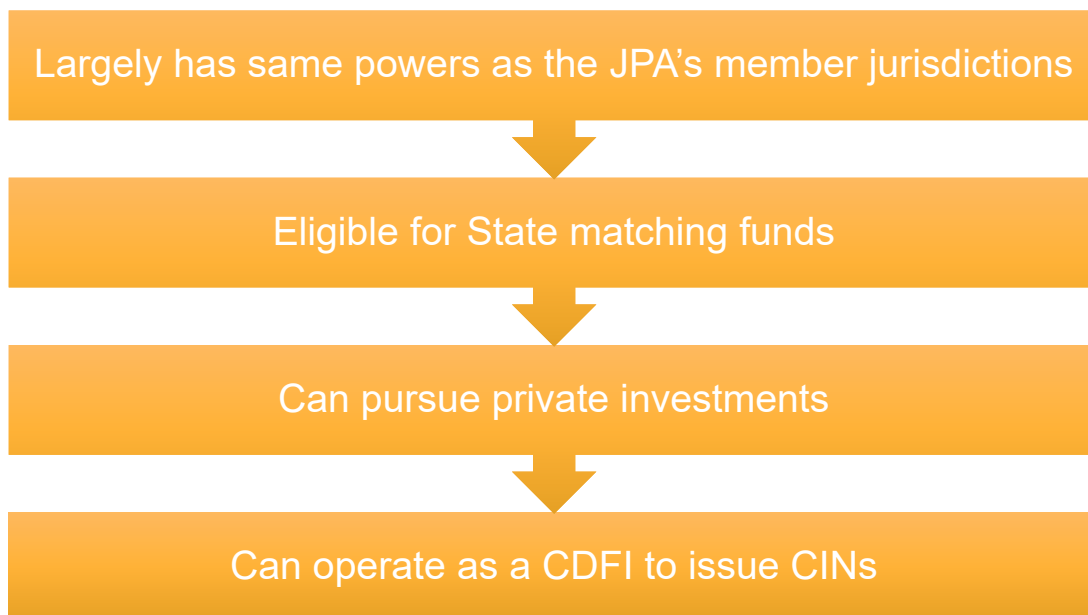
8

Non-Profit Structures (Type 3)



9

JPA/Non-Profit Structures (Type 4)



10

03

Potential Funding Sources



State and Federal Grants

REAP 2021

- \$600 million total
- SCAG's share is approximately **\$246 million**

Local Housing Trust Fund Program

- 2020-2021 NOFA **\$57 million**

California Permanent Local Housing Allocation

- 2021 NOFA **\$304 million** plus additional **\$38.4 million** in remaining funds from previous year

National Housing Trust Fund Program

- Funding TBD after HUD approval of consolidated plan

Other Funding Sources

Bonds

- General Obligation
- Revenue Bonds

Tax Increment Funds and Taxes

- Real Estate Tax Increments
- Real Estate Transfer Taxes
- Transient Occupancy Taxes

Fees

- Development Impact
- Commercial Linkage
- Inclusionary Zoning

Revolving Loan Funds

Private Sources

- Donations
- Community Benefit Agreements

13

04

Existing Housing Trusts



San Mateo Housing Endowment and Regional Trust (HEART)

JPA/Non-Profit

All 20 Cities in San Mateo County and the County

2019 - 2020

- **\$944,150 in First Time Homebuyer Loans**
- **Released \$27.6 million in funds in June 2019**

15

Orange County Housing Finance Trust

Non-Profit

23 Cities and the County of Orange

2019-2020

- **\$10 million in deferred loans for seven projects to create 467 new affordable units**
- **\$1 million grant from State**

16

San Gabriel Valley Regional Housing Trust

JPA

8 Cities

2020

- SGVHT funded \$1.85 million for two projects totaling 71 affordable units

2021

- **\$1 million in matching funds from State**
- SGVHT will fund \$2 million for two projects totaling 175 affordable units

17

05

Questions and Comments



Thank You

CONTACT ELIZABETH DICKSON AT EDICKSON@DUDEK.COM FOR ADDITIONAL QUESTIONS OR COMMENTS





FAQ

FREQUENTLY ASKED QUESTIONS

1 What is a housing trust fund?

A housing trust fund is a program or independent organization that raises funding to dedicate to housing construction, preservation, and rehabilitation, often concentrated on affordable housing, homeless housing services, down payment assistance, gap financing, supporting housing trusts, and related activities. The goals of a housing trust are to create affordable housing and/or homelessness solutions by leveraging new funding sources.

2 How are housing trusts funded?

Housing trusts receive financial support from a variety of sources. Some of the most common categories of funding include dedicated funding from local jurisdictions, State and federal grants, bonds, and private donations. Importantly, there are significant funding sources that are only accessible to housing trusts.

3 What are the benefits of an affordable housing trust fund?

There are a variety of benefits of affordable housing trust funds. In general, they provide a variety of quality housing types and options for those who might otherwise struggle to afford it. This includes support for lower and middle-income earners such as teachers, service workers, warehouse and logistics personnel, and other essential workers. Depending on how they are administered, benefits can also include: providing housing and supportive services for individuals and families experiencing homelessness; bringing outside money to the region, not otherwise accessible; and improving the quality of existing affordable housing to improve quality of life for residents and neighbors. Effective housing trusts achieve these outputs by leveraging new funding sources, rather than redirecting existing funding sources.

4

How would administration of a housing trust fund work?

To maximize stability and access to funding sources, the housing trust fund would most likely be structured as a hybrid nonprofit-Joint Powers Authority (JPA). The housing trust could potentially leverage the administrative support and executive leadership of SBCOG to achieve efficiencies and would have oversight from its governing board. The trust would establish a JPA with those that choose to participate. SBCOG could administer the trust and the costs to the agency would be offset by the housing trust fund's resources.

5

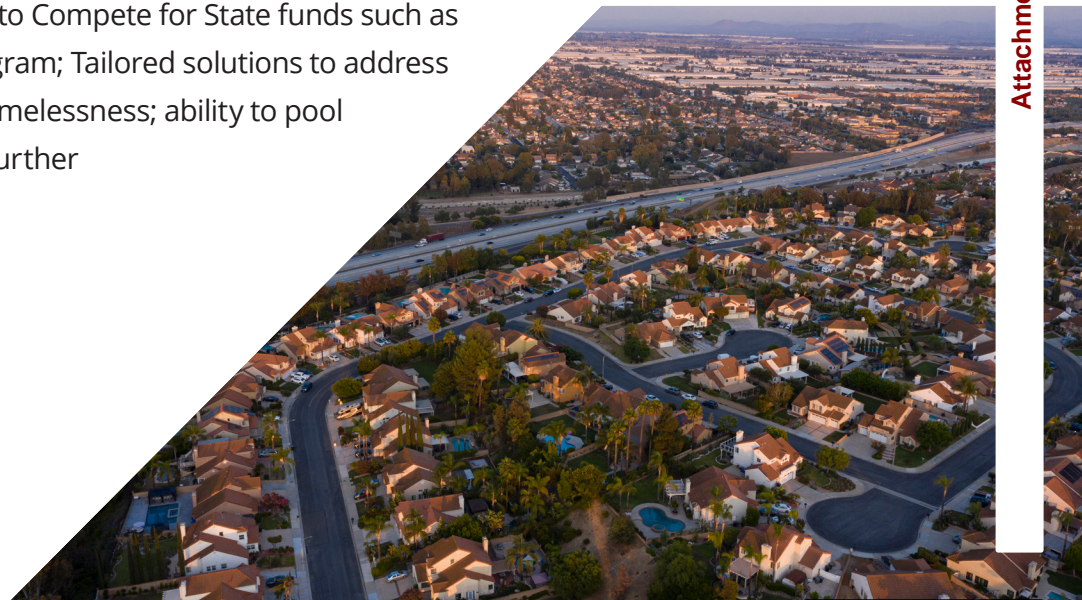
What agency is the best fit to administer a housing trust fund in the region?

SBCOG's existing staffing infrastructure is skilled in all requisite administrative areas including executive leadership, financial accounting, and administration, making SBCOG an ideal candidate for housing trust fund administration. The agency consists of representatives from 24 cities and towns, and the San Bernardino County Board of Supervisors. SBCOG focuses on regional matters and has a track record of achieving meaningful results. SBCOG's experience as a convening agency leaves them well-positioned to support the administration of a housing trust that works in close collaboration with other agencies to ensure that it complements existing efforts.

6

How does a housing trust fund enhance existing local and County affordable housing efforts?

A key differentiation is access to funding. Affordable housing trust funds are able to compete for additional funding local and county housing authorities are ineligible for. A primary function of the program will be to raise funds from new sources and operate programs that complement—and do not compete with—the work of existing agencies in the subregion. Furthermore, the flexibility and creativity granted to housing trusts using a nonprofit-JPA model increases program efficacy and opportunity while ensuring the trust is stable and resilient. Some of the key strategies that Housing Trusts can leverage include: Flexible sources of gap financing such as revolving loan funds; Ability to Compete for State funds such as the Local Housing Trust Program; Tailored solutions to address regional needs related to homelessness; ability to pool resources to help funds go further



7

Are there other housing trust funds in California?

Yes. There are at least 48 affordable housing trusts in California, whose members include more than 60 local jurisdictions. Housing trusts in Southern California include the West Hollywood Affordable Housing Trust Fund, the Orange County Housing Finance Trust, the Skid Row Housing Trust, the Santa Monica Citywide Housing Trust Fund, the County of Ventura Housing Trust Fund, the newly formed San Gabriel Valley Regional Housing Trust, and others.

8

How would a city or county join a regional housing trust fund?

A local government would take formal action to join the housing trust fund JPA by adopting a resolution at the local level. Following local approval, the administering agency, potentially SBCOG, would approve their membership and certify that the jurisdiction has paid membership dues and is compliant with other membership requirements.

9

Are jurisdictions required to participate in the housing trust fund?

No. Participation in the housing trust fund is optional. The trust will require a minimum threshold for membership. If jurisdictions decide to join after the initial opt-in period, they will pay an additional joining fee, equal to the administrative fee. If a jurisdiction does not participate in the trust, it would not be eligible to receive any funding or program services the trust offers.

10

Can a local government opt out of the housing trust after it joins? If so, how does that work?

Yes. A participating member jurisdiction would have the ability to opt out of the housing trust and could do so by adopting a new resolution rescinding membership at the local level. The jurisdiction would be required to provide written notice of exit six months prior to start of a new fiscal year. If there is an existing project in that city, it would become responsible for administrative fees to manage that project.

Well-designed and well-managed affordable housing can have positive impacts on the surrounding community.

11 What are the costs of participating in a regional housing trust fund?

Based on research into successful programs across the state, SBCOG estimates that an affordable housing trust fund will require approximately \$230,000 in annual contributions from participating jurisdictions for the first five to ten years of operation until the fund achieves financial independence. Member dues will be based on a combination of factors, such as the jurisdiction's population, jobs, and anticipated growth and may range from \$1,500 to \$50,000, depending on which factors are selected, how many jurisdictions choose to participate, and local characteristics.

12 What funding source would local jurisdictions use to pay for member dues?

Jurisdictions can use any funding source to pay for member dues. One option is to use funding allocated through State grant programs. The funding source used for member dues is ultimately up to local discretion.

13 What would member dues be used for?

Membership dues would ensure ongoing revenues for trust operations and cover the administrative and staffing costs of establishing and growing the housing trust fund. These efforts would be primarily focused on fundraising and administering programs established to distribute monies to support housing in the subregion.

14 How will the housing trust ensure that affordable housing does not negatively impact home values or quality of life in the communities where it is constructed?

Just as poorly implemented developments can negatively impact communities, well-designed and well-managed affordable housing can have positive impacts on the surrounding community. SBCOG will work closely with experienced developers and agencies to make sure the program funding supports projects following best practices and planning for locally-appropriate housing solutions.

15

What kinds of programs and activities do housing trust funds operate?

Operations of the housing trust is determined through the development of an Administrative Plan which would establish a board of directors responsible for managing housing trust fund activities and goals. These approved activities could include new construction of affordable housing, predevelopment activities for affordable housing, down payment assistance for first-time homebuyers, preservation or rehabilitation of existing affordable housing, support for community land trusts, and establishment of housing and supportive services for people experiencing homelessness.

16

Are nonprofit organizations eligible for funding from housing trust fund programs?

Typically, nonprofit organizations are eligible for funding from the housing trust. Depending on the program, funding would likely be made available on a competitive basis, prioritizing funding for applicants demonstrating an ability to make best use of the funds, meaning that they are used to support the housing needs of the greatest number of households and/or households with the highest needs.

17

How long will it take for the housing trust to generate community benefits?

Housing trusts can serve as sustainable and reliable long-term solutions to housing issues. Based on existing housing trusts the regional housing trust is gleaned best practices from, the program is anticipated to achieve full stability in the first five to ten years of operation. However, depending on the availability of funding, stability may be achieved much sooner.

18

Are there restrictions to sources of funding?

Some State and local funding sources may have restrictions that require the funds to go towards affordable housing creation while limiting allowable administrative costs, requiring prevailing wage in development costs, or applying other conditions. These funding sources are often sizable so the trust would pursue them, but the program will also layer funding sources from unrestricted sources to cover program costs.

19

How will housing trust funds be allocated across the region?

Through the development of the Administrative Plan, the housing trust bylaws can establish a methodology for reinvesting allocations across the region. Allocation methodologies generally look to leverage funds to their greatest potential without posing absolute geographic restrictions on housing trust fund expenditures.

20 Why join a regional affordable housing trust fund instead of creating local funds?

Cities and counties can form their own housing trusts. However, most jurisdictions have limited staff, time, and funding to administer a housing trust fund. Similar to a regional approach to transportation, a regional housing fund will avoid unnecessary strain on the limited resources of local jurisdictions while leveraging the region's collaborative strengths, relieving the pressure of local housing needs through a regional approach to housing. It is anticipated that a regional housing trust will secure more funding to invest in the region than the aggregate of any individually managed local programs.

21 What is the Administrative Plan?

The Administrative Plan, to be developed in consultation with participating member jurisdictions, will establish protocols for the trust fund, including determining the types of projects and programs it will fund, setting goals to guide the Trust's activities, stipulating membership requirements for participating jurisdictions, establishing first preferences for reinvesting allocations within the jurisdiction or sub-area of origin without posing absolute geographic restrictions on housing trust fund expenditures, outlining SBCOG's administrative responsibilities, and creating a Board of Directors.

22 How can I support the affordable housing trust fund?

We need strong support from local government, elected leaders, and the business community to launch and grow a successful program. Let SBCOG know if you would like to help us grow support for the program.

23 What is the difference between a housing trust fund and community land trust?

A housing trust fund is similar to a community land trust (CLT), though they serve complementary, rather than duplicative purposes. CLTs are typically structured as nonprofit organizations that work to preserve housing affordability and support lower income families' ability to build wealth. A housing trust, by contrast, primarily serves to meet the gap funding needs of affordable housing. Housing trust activities can include support for CLTs through the acquisition and dedication of land or the production of housing.

FOR MORE INFORMATION

Contact Elizabeth Dickson, LEED GA
at edickson@dudek.com



ADDITIONAL INFORMATION

BOARD OF DIRECTORS ATTENDANCE RECORD – 2021

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Paul Cook Board of Supervisors	X	X	X	X	X	X	X		X	X		
Janice Rutherford Board of Supervisors	X	X	X	X	X		X		X	X		
Dawn Rowe Board of Supervisors	X	X	X	X	X	X	X		X	X		
Curt Hagman Board of Supervisors	X	X	X	X	X	X	X		X	X		
Joe Baca, Jr. Board of Supervisors	X	X	X	X	X	X	X		X	X		
Daniel Ramos City of Adelanto									X			
Gerardo Hernandez City of Adelanto												
Art Bishop Town of Apple Valley	X	X	X	X	X	X	X		X	X		
Paul Courtney City of Barstow		X			X	X			X	X		
Rick Herrick City of Big Bear Lake	X	X	X	X	X	X			X			
Eunice Ulloa City of Chino	X	X	X	X	X	X	X		X			
Ray Marquez City of Chino Hills	X	X	X	X	X	X	X		X	X		
Frank Navarro City of Colton	X	X	X	X	X	X	X		X	X		
Acquanetta Warren City of Fontana	X	X	X	X	X	X	X		X	*		
Darcy McNaboe City of Grand Terrace	X	X	X	X	X	X	X		*	X		
Cameron Gregg City of Hesperia	X	X	X	X		X			X			

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

BOARD OF DIRECTORS ATTENDANCE RECORD – 2021

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Larry McCallon City of Highland	X	X	X	X	X	X	X		X	X		
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X	X	X	X	X	X	X		X			
John Dutrey City of Montclair	X	X	X	X	X	X	X		X	X		
Edward Paget City of Needles		X	X		X	X	X			X		
Alan Wapner City of Ontario	X	X	X	X	X	X	X		X			
L. Dennis Michael City of Rancho Cucamonga	X	X	X	X	X	X	X		X	*		
Paul Barich City of Redlands	*			X	X	X	X					
Deborah Robertson City of Rialto	X	X	X	X	X		X		X	X		
John Valdivia City of San Bernardino	X	X	X	X	X	X	X		X			
Joel Klink City of Twentynine Palms	X	X	X	X	X	X			X	X		
Carlos A. Garcia City of Upland				X			X					
Bill Velto City of Upland	X	*										
Debra Jones City of Victorville	X	X	X	X	X	X	X		X	X		
David Avila City of Yucaipa	X	X	X	X	X	X	X		X	X		
Rick Denison Town of Yucca Valley	X	X	X	X	X	X			X	X		
Michael Beauchamp Ex-Official Member	Rebecca Guirado	X	X	Diane Morales	David Bricker	X	Diane Morales		Diane Morales	X		

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting Crossed out box = not a Board Member at the time. Shaded box=no meeting

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

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

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



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a meeting remotely on Thursday, September 16, 2021. The following is a summary of the meeting.

Contract Modification Requests

The MSRC considered two contract modification requests and took the following actions:

1. City of Gardena, Contract #MS18027, which provides \$365,000 to install new limited access CNG station, modify maintenance facility and train technicians, a 16-month term extension; and
2. City of San Bernardino, Contract #ML18177, which provides \$279,088 to procure two medium-duty and three heavy-duty zero emission vehicles, install two public access and one limited access EV charging stations, a two-year term extension with the contingency that the City expedite work on the infrastructure elements of the project.

Contracts Administrator's Report

The MSRC AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FY 2007-08 to the present.

COMMITTEE MEMBERSHIP

San Bernardino County Transportation Authority (SBCTA)
Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County † Community of Concern Appointee	F. Navarro L. McCallon D. Robertson L. Michael R. Marquez R. Putz L. Becerra C. Hagman G. Reyes	G. Reyes	D. Robertson R. Putz	F. Navarro L. McCallon L. Becerra C. Hagman
†† San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees. Terms of appointment expire December 31 of odd-numbered years.		David Avila Ed Paget Acquanetta Warren	Cynthia Moran John Valdivia Rick Denison	John Dutrey

Rules of Appointment

1) SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members. 2) SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. † Community of Concern appointee, appointed by the County Regional Council representative for a two-year term. †† SBCTA Regional Council Representative serves a two-year term from the date of appointment.

Stipend Summary

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Appointments to External Agencies

The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors.	12/31/22
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Janice Rutherford, Supervisor	Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.	12/31/21
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$100 payment from Gold Line Authority for participation.	12/31/21 12/31/22
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary John Dutrey, Montclair, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 7:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/22 12/31/22
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Valdivia, San Bernardino, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/22 12/31/22

Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Deborah Robertson, Rialto	Board of Directors	<p>Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.</p> <p>The term of the appointment is for four years for a city representative from San Bernardino County.</p> <p>Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4th Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). Members of the Steering Committee do not receive a stipend.</p>	12/31/22
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of \$120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate	Board of Directors (Recommendation made by the Transit Committee)	<p>SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.</p> <p>Members receive payment of \$100 per day from SCRRA for participation.</p>	Indefinite
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	<p>The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways.</p> <p>SBCTA has not authorized payment of stipend for participation.</p>	12/31/22
Regional Rideshare Agency - Mobile Source Air Pollution Reduction Review Committee	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The County Transportation Commissions within the South Coast Air Basin operating a rideshare program are identified as the Regional Rideshare Agencies. Ride share programs consist of providing resources and ride matching to commuters to reduce single occupancy vehicle trips, as well as employer support for implementing rideshare programs and reduction plans for the South Coast Air Quality Management District's Rule 2202. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	4/30/22 4/30/22

Communication: Appointments to External Agencies (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors. (Brown Act)	<u>West Valley</u> Ray Marquez, Chino Hills (Chair TC) Acquanetta Warren, Fontana Alan Wapner, Ontario Curt Hagman, Supervisor (Vice Chair/ President) <u>East Valley</u> Frank Navarro, Colton (Past President) Darcy McNaboe, Grand Terrace Larry McCallon, Highland Dawn Rowe, Supervisor (Chair MVSS & MDC) <u>Mountain/Desert</u> Art Bishop, Apple Valley (Chair/Vice President) Edward Paget, Needles Debra Jones, Victorville Paul Cook, Supervisor Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.	6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 Indeterminate (6/30/2022) 12/31/2022 (6/30/2022) 12/31/2021 12/31/2021 Indeterminate Indeterminate Indeterminate 12/31/2021 12/31/2022 12/31/2022 12/31/2022 12/31/2022
Transit Committee Membership consists of 12 SBCTA Board Members: 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.	Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member (Brown Act)	Ray Marquez, Chino Hills** (Chair) David Avila, Yucaipa (Vice Chair) Frank Navarro, Colton Acquanetta Warren, Fontana Larry McCallon, Highland* John Dutrey, Montclair** Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Deborah Robertson, Rialto John Valdivia, San Bernardino Rick Denison, Yucca Valley Dawn Rowe, Supervisor	Indeterminate (6/30/2022) 12/31/2022 (6/30/2022) 12/31/2021 12/31/2021 Indeterminate Indeterminate Indeterminate 12/31/2021 12/31/2022 12/31/2022 12/31/2022 12/31/2022

Communication : Committee Membership (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 12 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.	Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. (Brown Act)	Dawn Rowe, Supervisor (Chair) Art Bishop, Apple Valley (Vice Chair) Daniel Ramos, Adelanto Paul Courtney, Barstow Rick Herrick, Big Bear Lake Cameron Gregg, Hesperia Edward Paget, Needles Joel Klink, Twentynine Palms Debra Jones, Victorville Rick Denison, Yucca Valley Janice Rutherford, Supervisor Paul Cook, Supervisor	Indeterminate (6/30/20 Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President. - 1 East Valley member - 1 West Valley member - 1 Mountain/Desert member - 1 County member Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of odd-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.	Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body. Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations. (Brown Act)	Curt Hagman, Supervisor (President) Art Bishop, Town of Apple Valley (Vice President) Frank Navarro, Colton (Past President) Larry McCallon, Highland Alan Wapner, Ontario Rick Denison, Yucca Valley Janice Rutherford, Supervisor	Indeterminate Indeterminate Indeterminate 12/31/2022 12/31/2022 12/31/2022 12/31/2022

<u>Policy Committee Meeting Times</u>	General Policy Committee	Second Wednesday, 9:00 a.m., SBCTA Office
	Legislative Policy Committee	Second Wednesday, 9:30 a.m., SBCTA Office
	Transit Committee	Second Thursday, 9:00 a.m., SBCTA Office
	Mountain/Desert Committee	Third Friday, 9:30 a.m., Victorville, CA

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. (Brown Act)	Board of Directors Dawn Rowe, Supervisor (Chair) John Valdivia, San Bernardino (Vice Chair)	6/30/2022 6/30/2022

Meeting Time: Second Thursday, 9:30 a.m., SBCTA Office

I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP	TERMS
I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee Members of the committee will be members of the SBCTA Board of Directors and will be appointed by the SBCTA Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SBCTA Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.	The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors. (Brown Act)	Alan Wapner, Ontario (Chair) Art Bishop, Town of Apple Valley (Vice Chair) Joe Baca Jr., Supervisor Paul Cook, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Deborah Robertson, Rialto Acquanetta Warren, Fontana	12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 11 members appointed by the SBCTA Executive Director. 5 representing Public Transit Providers 1 representing County Dept. of Public Works 2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively. 5 At Large Members representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities; (1) Review and make recommendations on annual Unmet Transit Needs hearing findings (2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications (3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan (4) Review call for projects for Federal Transit Administration Section 5310 grant applications (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit (7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I (8) Identify regional or county level areas of unmet needs (9) Address special grant or funding opportunities (10) Address any special issues of PASTACC voting and non-voting members (Brown Act)	Standing Membership – Morongo Basin Transit Authority Mountain Transit City of Needles Transit Services Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids OPARC Option House Loma Linda University Health	On-going On-going On-going On-going On-going On-going 5/31/2024 9/30/2023 9/30/2023 6/30/2022 5/31/2024

Meeting Dates and Time: Bi monthly, beginning in January, 2nd Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <p>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</p> <p>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure “I” funding.</p> <p>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</p> <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Vacant (A)</p> <p>Gerry Newcombe (B)</p> <p>Wayne Hendrix (C)</p> <p>Rick Gomez (D)</p> <p>Mike Layne (E)</p> <p>Curt Hagman, Ex-Officio</p> <p>Ray Wolfe, Ex-Officio</p>	<p>12/31/24</p> <p>12/31/22</p> <p>12/31/22</p> <p>12/31/22</p>

SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Equity Ad Hoc Committee</p> <p>On October 7, 2020, the Board approved the establishment of this ad hoc committee composed of seven Board members appointed by the Board President. Membership consists of the following:</p> <ul style="list-style-type: none"> - 2 East Valley member - 2 West Valley member - 2 Mountain/Desert member - 1 County member 	<p>To look broadly at equity and inequity region-wide both within the practices, policies and projects of SBCTA, as well as policies and issues facing SBCOG’s member agencies.</p>	<p>L. Dennis Michael, Rancho Cucamonga</p> <p>Acquanetta Warren, Fontana</p> <p>John Valdivia, San Bernardino</p> <p>Rick Denison, Yucca Valley</p> <p>Darcy McNaboe, Grand Terrace</p> <p>Art Bishop, Apple Valley</p> <p>Joe Baca Jr., Supervisor</p>

Communication: Committee Membership (Committee Membership)

Emerging Technology Ad Hoc Committee On October 6, 2021, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	To look broadly at Transportation Technology. This ad hoc has a term ending December 31, 2022.	Art Bishop, Apple Valley Frank Navarro, Colton Acquanetta Warren, Fontana Carlos A. Garcia, Upland John Dutrey, Montclair L. Dennis Michael, Rancho Cucamonga David Avila, Yucaipa Curt Hagman, Supervisor
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SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.	SBCTA's Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is composed of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SBCTA's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SBCTA.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.	The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff. Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT.



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