

## **AGENDA**

### **Transit Committee Meeting**

**June 9, 2022**

**9:00 AM**

**Location**

San Bernardino County Transportation Authority

*First Floor Lobby Board Room*

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

### ***Transit Committee Membership***

**Chair**

Mayor Ray Marquez  
City of Chino Hills

Mayor Pro Tem Alan Wapner  
City of Ontario

**Vice Chair**

Mayor David Avila  
City of Yucaipa

Mayor L. Dennis Michael  
City of Rancho Cucamonga

Mayor Frank Navarro  
City of Colton

Mayor Deborah Robertson  
City of Rialto

Mayor Acquanetta Warren  
City of Fontana

Mayor John Valdivia  
City of San Bernardino

Mayor Larry McCallon  
City of Highland

Mayor Pro Tem Rick Denison  
Town of Yucca Valley

Mayor John Dutrey  
City of Montclair

Supervisor Dawn Rowe  
County of San Bernardino

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

**AGENDA**

**Transit Committee Meeting**

**June 9, 2022**

**9:00 AM**

**Location**

**SBCTA Office**

**First Floor Lobby Board Room**

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

**Items listed on the agenda are intended to give notice to members of the public of a general description of matters to be discussed or acted upon. The posting of the recommended actions does not indicate what action will be taken. The Board may take any action that it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action.**

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 Ray Marquez)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications – Betty Pineda

**Possible Conflict of Interest Issues**

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

**1. Information Relative to Possible Conflict of Interest**

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

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

## **CONSENT CALENDAR**

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

### **Consent - Transit**

- 2. Contract Change Orders to on-going Contracts with Stadler US, Flatiron West, Inc., and Granite Construction Company**

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Receive and file change order report.

**Presenter: Victor Lopez**

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

## **DISCUSSION ITEMS**

### **Discussion - Administrative Matters**

- 3. Election of Committee Chair and Vice Chair**

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Conduct elections for members to serve as Chair and Vice Chair of the San Bernardino County Transportation Authority Transit Committee for terms to end June 30, 2023.

**Presenter: Victor Lopez**

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

### **Discussion - Transit**

- 4. Tunnel to Ontario International Airport - Procurement Approach, Amendment No. 1 to Program Management Construction Management Contract No. 21-1002452, and Amendment No. 3 to Legal Services Contract No. 21-1002451**

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

A. Direct staff to proceed with development of a form of design-build procurement for the Tunnel to Ontario International Airport (ONT) Project with a limited transitional operating period for a system which will operate using zero-emission rubber-tire automated transit network vehicles capable of providing on-demand service and accommodate level boarding and luggage. The determination to proceed beyond the design phase is contingent on available funding, including significant grant funds from the state or federal government.

B. Approve Amendment No. 1 to Contract No. 21-1002452 with HNTB Corporation for Program Management Construction Management for the Tunnel to ONT project, in the amount of \$1,100,000 in State Transit Assistance – Population Share funds to be available under Notice to Proceed 1, increasing the total not-to-exceed contract value to \$28,206,498, to perform an additional thirty (30) supplemental geotechnical borings in support of the procurement for the Tunnel to ONT project.

*(Item 4. cont.)*

C. Approve Amendment No. 3 to Contract No. 21-1002451 with Kaplan Kirsch & Rockwell, LLP, for continued outside legal services for the Tunnel to ONT project, in the amount of \$900,000 in State Transit Assistance – Population Share funds, increasing the total not-to-exceed contract value to \$1,900,000, to support the continued procurement effort outlined in Recommendation A.

**Presenter: Carrie Schindler**

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

**5. Preview of the Hearing to Consider Resolutions of Necessity for Property Interests for the West Valley Connector Project**

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

A. Conduct public hearings to consider condemnation of interests in real property described more particularly in each of the Resolutions of Necessity described below (referred to below collectively as the “Subject Property Interests”), which are required for the West Valley Connector Project.

B. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-154 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Jaswant Kaur Bir, Surviving Trustee of The Raghbir & Jaswant Bir Family Living Trust, dated March 27, 2015 (APN 1048-512-29). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

C. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-160 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by John Roubian, a married man, as his sole and separate property (APN 1049-093-03 & 04). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

D. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-003 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by John D. Roubian, II, a married man, as his sole and separate property (APN 1049-093-06). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

E. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-004 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Deborah Y. Cagle (APN 1049-094-04 & 14). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and



*(Item 5. cont.)*

F. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-005 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Susan Na, Trustee or any Successor Trustees in Trust, for The Susan Na Revocable Living Trust, utd January 8, 1993, and any Amendments (APN 1049-063-01). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

G. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-006 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Marlena Belichesky, Trustee of the Belichesky-Filipovic Trust, dated June 23, 2006 (APN 1049-094-01 & 02). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

H. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-007 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Muhammad A. Malik (APN 1049-093-01). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

I. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-008 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Angelica Rodriguez, a single woman (APN 1049-093-07 & 09). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

J. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-009 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Phuoc Banh, a married man, as his sole and separate property; and Ky Banh, a married man, as his sole and separate property (APN 1049-066-02). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

K. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-010 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Jose Esparza, Trustee of The Jose Esparza Revocable Living Trust dated October 5, 2015 (APN 1049-093-02). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

L. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-089 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Qihua Feng, a married man, as his sole and separate property (APN 1048-523-15). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

*(Item 5. cont.)*

M. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-011 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Henry C. Kim, a single man (APN 1049-101-06 & 07). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

N. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-012 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Lino Leon & Maria Guadalupe Muniz Salas, as joint tenants (APN 1049-101-09). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

O. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-014 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Roger Alan Griffith, a married man, as his sole and separate property (APN 1049-101-11). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

P. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-015 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Jun Son Yoo, Trustee of the Jun Son Yoo Family Trust dated October 18, 2018 (APN 1049-131-05). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

Q. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-018 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Adrian Enriquez, Trustee of the Adrian Enriquez Trust, dated March 25, 1991 (APN 1049-101-05). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

R. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-019 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Daniel E. Ledesma, an unmarried man, and Raul Enrique Ladesma, Trustee of The Raul's Trust dated October 24, 1995, as to Parcels 1, 2, 4, 5, 6, 8 and 9; Raul E. Ledesma, Trustee of The Raul's Trust dated October 24, 1995, as to Parcels 3 & 7 (APN 1049-101-12, 13, 14, 15, 16, & 18). The Resolution must be approved by at least a two-thirds vote of the Board of Directors.

**Presenter: Ramie Dawit**

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

## 6. Station Agreement Amendments for Fontana, Montclair, Ontario, Rialto and Upland

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

A. Approve Amendment No. 1 to Cooperative Agreement No. 93-078 (Contract No. 22-1002788) for the Fontana Station Cooperative Agreement, to further clarify the roles and responsibilities of the San Bernardino County Transportation Authority (SBCTA) and the City of Fontana with respect to the provision and cost of insurance at the station. Receivable authority for Cooperative Agreement No. 93-078 will be established with the annual adoption of the SBCTA budget each year.

B. Approve Amendment No. 7 to Cooperative Agreement No. 91-065 (Contract No. 22-1002787) for the Montclair Transit Center Cooperative Agreement, to further clarify the roles and responsibilities of SBCTA and the City of Montclair with respect to the provision and cost of insurance at the station and lease administration services for the 1.6 acre development site, and authorize the Executive Director, or designee, to execute and record an easement in favor of the City of Montclair, on forms approved by SBCTA counsel, consistent with the provisions in Article XX. Receivable authority for Cooperative Agreement No. 91-065 will be established with the annual adoption of the SBCTA budget each year.

C. Approve Amendment No. 1 to Cooperative Agreement No. 93-062 (Contract No. 22-1002786) for the Ontario Station Cooperative Agreement to further clarify the roles and responsibilities of SBCTA and the City of Ontario with respect to the provision and cost of insurance at the station. Receivable authority for Cooperative Agreement No. 93-062 will be established with the annual adoption of the SBCTA budget each year.

D. Approve Amendment No. 6 to Cooperative Agreement No. 93-049 (Contract No. 00-1000147) for the Rialto Station Cooperative Agreement to further clarify the roles and responsibilities of SBCTA and the City of Rialto with respect to the provision and cost of insurance at the station. Receivable authority for Cooperative Agreement No. 93-049 will be established with the annual adoption of the SBCTA budget each year.

E. Approve Amendment No. 2 to Cooperative Agreement No. 93-051 (Contract No. 19-1002233) for the Upland Station Cooperative Agreement to further clarify the roles and responsibilities of SBCTA and the City of Upland, including the provision and cost of insurance at the station. Receivable authority for Cooperative Agreement 93-051 will be established with the annual adoption of the SBCTA budget each year.

**Presenter: Ryan Aschenbrenner**

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

## 7. Fiscal Year 2022/2023 State of Good Repair Program Allocations

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

A. Allocate \$4,171,500 of State of Good Repair Program – Population Share and Operator Share funding to the following projects:

- i. Bus Stop Improvements – Morongo Basin Transportation Authority (MBTA) - \$133,943
- ii. Bus Stop Improvements – Mountain Area Regional Transit Authority (Mountain Transit) - \$87,241
- iii. Preventative Maintenance – City of Needles - \$9,123
- iv. Facilities Improvements – Omnitrans - \$364,107
- v. Service Vehicles – Victor Valley Transit Authority (VVTA) - \$726,722
- vi. Paratransit Replacement Vehicles – VVTA - \$60,000
- vii. Metrolink Capital Maintenance – Southern California Regional Rail Authority (SCRRA) - \$284,553
- viii. Arrow Maintenance Facility Upgrade Project- San Bernardino County Transportation Authority (SBCTA) – \$2,505,811

B. Adopt Resolution No. 22-075, authorizing the Executive Director, or his designee, to submit project nominations to the California Department of Transportation for Fiscal Year 2022/2023 State of Good Repair Program funds for the projects listed above.

**Presenter: Nancy Strickert**

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

## 8. Transportation Development Act Unmet Needs Hearing for Fiscal Year 2022/2023

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

A. Adopt definitions of “Unmet Transit Needs” and “Reasonable to Meet”, as identified in Attachment A; and

B. Set time, date and location for the Transportation Development Act Unmet Transit Needs Public Hearing.

**Presenter: Nancy Strickert**

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

## 9. Fiscal Year 2022/2023 Transit Operator Allocations

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

A. Approve Fiscal Year 2022/2023 Transit Operator Funding Allocations to the City of Needles, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans and Victor Valley Transit Authority.

B. Approve revisions to the transit agencies’ Short Range Transit Plans revenue assumptions to reflect the final allocation amounts.

*(Item 9. cont.)*

C. Approve the revised Congestion Mitigation and Air Quality Allocation Plan through Fiscal Year 2031/2032.

**Presenter: Nancy Strickert**

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

**10. Omnitrans Specialized Transportation Services - Consolidated Transportation Services Agency Budget for Fiscal Year 2022/2023**

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

Approve the Omnitrans Specialized Transportation Services Budget for Consolidated Transportation Services Agency activities for Fiscal Year 2022/2023.

**Presenter: Nancy Strickert**

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

**Discussion - Transportation Programming and Fund Administration**

**11. Allocation of Transportation Development Act Funds for Fiscal Year 2022/2023**

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

Adopt Resolution No. 22-150 authorizing the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2022/2023 and the transmittal of allocation instructions to the San Bernardino County Auditor/Controller.

**Presenter: Michele Fogerson**

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

**Public Comment**

Brief Comments from the General Public

**Comments from Board Members**

Brief Comments from Board Members

**ADJOURNMENT**

**Additional Information**

Attendance  
Acronym List  
Mission Statement

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**The committee will go dark in July.  
The next Transit Committee meeting is scheduled for August 11, 2022.**

## **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](mailto:clerkoftheboard@gosbcta.com) and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at [www.gosbcta.com/board/meetings-agendas/](http://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. 3<sup>rd</sup> Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting.

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

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

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

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

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

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

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

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

**Attendance.**

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

**Basic Agenda Item Discussion.**

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

**The Vote as specified in the SANBAG Bylaws.**

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

**Amendment or Substitute Motion.**

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



**Call for the Question.**

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

**The Chair.**

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

**Courtesy and Decorum.**

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

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

## ***Minute Action***

### AGENDA ITEM: 1

***Date:*** June 9, 2022

***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:

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
2	16-1001531	Stadler US, Inc. <i>Martin Ritter</i>	None
2	17-1001705	Flatiron West, Inc. <i>Dale A. Nelson</i>	All American Asphalt Hayward Baker, Inc. Pacific Steel Group Southwest V-Ditch, Inc. Schuff Steel Company Paramount Metal Supply Perimeter Security Group Alcorn Fence Company BC Traffic Specialist Select Electric, Inc. Mass Electric Const. Co. R. Dugan Construction, Inc. Rock Structures Advanced Geosolutions, Inc. Veolia Transportation Maintenance and Infrastructure
2	19-1002070	Granite Construction Company <i>Brad J. Williams</i>	Pacific Crane and Hoist, Inc. Facility Builders & Erectors, Inc. Beeson Masonry & Concrete, Inc. dba Pacific Pervious Coreslab Structures (LA), Inc. H. Wayne Lewis, Inc. dba Amber Steel Company Ken Curran Electric, Inc. PGC Construction, Inc. H & H Engineering Construction, Inc.

*Entity: San Bernardino County Transportation Authority*

## Transit Committee Agenda Item

June 9, 2022

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4	21-1002452-01	HNTB Corporation <i>Kevin A. Haboian</i>	None

**Item No. 5 – Preview of the Hearing to Consider Resolutions of Necessity for Property Interests for the West Valley Connector Project**

APN#	Principals & Agents
1048-512-29	Jaswant Kaur Bir, Surviving Trustee of The Raghbir & Jaswant Bir Family Living Trust, dated March 27, 2015
1049-093-03 & 04	John Roubian, a married man, as his sole and separate property
1049-093-06	John D. Roubian, II, a married man, as his sole and separate property
1049-094-04 & 14	Deborah Y. Cagle
1049-063-01	Susan Na, Trustee or any Successor Trustees in Trust, for The Susan Na Revocable Living Trust, utd January 8, 1993, and any Amendments
1049-094-01 & 02	Marlena Belichsky, Trustee of the Belichsky-Filipovic Trust, dated June 23, 2006
1049-093-01	Muhammad A. Malik
1049-093-07 & 09	Angelica Rodriguez, a single woman
1049-066-02	Phuoc Banh, a married man, as his sole and separate property; and Ky Banh, a married man, as his sole and separate property
1049-093-02	Jose Esparza, Trustee of The Jose Esparza Revocable Living Trust dated October 5, 2015
1048-523-15	Qihua Feng, a married man, as his sole and separate property
1049-101-06 & 07	Henry C. Kim, a single man
1049-101-09	Lino Leon & Maria Guadalupe Muniz Salas, as joint tenants
1049-101-11	Roger Alan Griffith, a married man, as his sole and separate property
1049-131-05	Jun Son Yoo, Trustee of the Jun Son Yoo Family Trust dated October 18, 2018
1049-101-05	Adrian Enriquez, Trustee of the Adrian Enriquez Trust, dated March 25, 1991
1049-101-12, 13, 14, 15, 16, & 18	Daniel E. Ledesma, an unmarried man, and Raul Enrique Ladesma, Trustee of The Raul's Trust dated October 24, 1995, as to Parcels 1, 2, 4, 5, 6, 8 and 9; Raul E. Ledesma, Trustee of The Raul's Trust dated October 24, 1995, as to Parcels 3 & 7

6	22-1002788	City of Fontana	None
6	22-1002787	City of Montclair	None
6	22-1002786	City of Ontario	None

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6	00-1000147	City of Rialto	None
6	19-1002233	City of Upland	None
7	N/A	Morongo Basin Transportation Authority Mountain Area Regional Transit Authority City of Needles Omnitrans Victor Valley Transit Authority Southern California Regional Rail Authority	None
9	N/A	Morongo Basin Transportation Authority Mountain Area Regional Transit Authority City of Needles Omnitrans Victor Valley Transit Authority	None
10	N/A	Omnitrans	None

**Financial Impact:**

This item has no direct impact on the annual budget.

**Reviewed By:**

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

**Responsible Staff:**

Victor Lopez, Director of Transit & Rail Programs

Approved  
Transit Committee  
Date: June 9, 2022

Witnessed By:

## ***Minute Action***

### AGENDA ITEM: 2

***Date:*** June 9, 2022

***Subject:***

Contract Change Orders to on-going Contracts with Stadler US, Flatiron West, Inc., and Granite Construction Company

***Recommendation:***

Receive and file change order report.

***Background:***

San Bernardino County Transportation Authority (SBCTA) has two ongoing construction contracts and one vehicle procurement contract related to the Transit and Rail Program. The following Construction Change Orders (CCO) were approved since the last reporting to the Transit Committee:

A. Contract No. 16-1001531 with Stadler US for Redlands Passenger Rail Project (RPRP) Diesel Multiple Units (DMU) procurement has had no CCOs executed since the last report.

B. Contract No. 17-1001705 with Flatiron West, Inc. (Flatiron) for the RPRP Mainline Construction has had the following CCOs executed since the last report:

- 1) CCO 161: Increase bid item 11 SARB (\$5,751.88)
- 2) CCO 180: Downtown Redlands handrail revision (\$6,088.96)
- 3) CCO 181: Reduction in scope at Esri station (-\$1,146,028.71)
- 4) CCO 182: Mill Street additional paving (\$25,326.00)
- 5) CCO 183: E Street additional paving (\$25,326.00)
- 6) CCO 185: Tippecanoe station signal house ballast retainer (\$6,041.77)
- 7) CCO 186: Leaving signal vandalism (\$62,195.41)
- 8) CCO 187: Fiber cutover revisions (\$45,242.09)
- 9) CCO 188: Additional fence from STA 148+67 to 150+67 (\$2,594.24)
- 10) CCO 189: Contract time extension (\$1,769,000.00)
- 11) CCO 190: Wayfinding signage revisions (\$13,790.76)
- 12) CCO 191: Esri station paint structure (\$5,915.84)
- 13) CCO 195: Traffic control for Nevada Street (\$5,028.16)
- 14) CCO 196: Tippecanoe station revisions (\$8,779.16)
- 15) CCO 197: Orange Show Road additional paving (\$6,357.63)
- 16) CCO 200: SBTC landscaping overexcavation (\$42,683.92)
- 17) CCO 204: Nevada Street additional paving (\$19,527.15)
- 18) CCO 208: Brick paver material only (\$22,961.17)

C. Contract No. 19-1002070 with Granite Construction Company (Granite) for the Redlands Passenger Rail Project Arrow Maintenance Facility has had the following CCOs executed since the last report:

- 1) CCO 10: HVAC revisions (\$119,399.95)
- 2) CCO 38: Mini-Split AC for room 201 (\$12,000.00)

*Entity: San Bernardino County Transportation Authority*

## Transit Committee Agenda Item

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- 3) CCO 40: Extra heavy duty cleanouts (\$9,486.19)
- 4) CCO 41: Oil & waste oil lube system (\$161,637.00)

***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

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

***Responsible Staff:***

Victor Lopez, Director of Transit & Rail Programs

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Approved  
Transit Committee  
Date: June 9, 2022

Witnessed By:

## Rail and Transit Construction Contracts

RPRP- Mainline Construction Flatiron West, Inc (17-1001705)		
Executed Change Orders		
Number	Description	Amount
161	CN 000 - Increase Bid Item 11 Hazardous Waste Management and Abatement SARB	\$5,751.88
180	CN 222 - Downtown Redlands handrail revision	\$6,088.96
181	CN 037 - Reduction in scope Esri Station	(\$1,146,028.71)
182	Mill Street additional paving	\$25,326.00
183	E Street additional paving	\$25,326.00
185	CN 232 - Tippecanoe station signal house ballast retainer	\$6,041.77
186	RFC 34 - Leaving signal vandalism	\$62,195.41
187	CN 219 - Fiber cutover revisions	\$45,242.09
188	CN 240 - Additional fence from STA 148+67 to 150+67	\$2,594.24
189	Contract time extension	\$1,769,000.00
190	CN 205 - Wayfinding signage revisions	\$13,790.76
191	CN 244 - Esri station paint structure	\$5,915.84
195	CN 203 - Traffic control for Nevada Street	\$5,028.16
196	CN 186 - Tippecanoe station revisions	\$8,779.16
197	Orange Show Road additional paving	\$6,357.63
200	CN 210 - SBTC landscaping overexcavation	\$42,683.92
204	Nevada Street additional paving	\$19,527.15
208	CN 223 - Brick paver material only	\$22,961.17
CCO TOTAL		\$17,794,638.87
APPROVED CONTINGENCY		\$23,134,814.59
REMAINING CONTINGENCY		\$5,340,175.72
RPRP- Arrow Maintenance Facility (AMF) Granite Construction Company (19-1002070)		
Executed Change Orders		
Number	Description	Amount
10	HVAC revisions	\$119,399.95
38	Mini-Split AC For room 201	\$12,000.00
40	Extra heavy duty cleanouts (RFI 275)	\$9,486.19
41	Oil & waste oil lube system	\$161,637.00
CCO TOTAL		\$5,439,640.69
APPROVED CONTINGENCY		\$8,363,400.00
REMAINING CONTINGENCY		\$2,923,759.31
RPRP- Vehicle Procurement From Stadler US (16-1001531)		
Executed Change Orders		
Number	Description	Amount
CCO TOTAL		\$774,465.83
APPROVED CONTINGENCY		\$3,390,508.00
REMAINING CONTINGENCY		\$2,616,042.17

## ***Minute Action***

AGENDA ITEM: 3

***Date:*** June 9, 2022

***Subject:***

Election of Committee Chair and Vice Chair

***Recommendation:***

Conduct elections for members to serve as Chair and Vice Chair of the San Bernardino County Transportation Authority Transit Committee for terms to end June 30, 2023.

***Background:***

Terms for the Chair and Vice Chair of each of the San Bernardino County Transportation Authority (SBCTA) policy committees and Metro Valley Study Session expire on June 30, 2022. Election of Chair and Vice Chair for each of the policy committees and Metro Valley Study Session is scheduled to immediately follow the annual election of SBCTA Officers, which occurred at the June Board of Directors meeting.

This item provides for an election to be conducted, which will identify the Chair and Vice Chair of the Transit Committee to serve until June 30, 2023. A complete listing of SBCTA policy committees, memberships, and chairs is attached to this item for reference.

***Financial Impact:***

This item has no financial impact to the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

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

***Responsible Staff:***

Victor Lopez, Director of Transit & Rail Programs

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Approved  
Transit Committee  
Date: June 9, 2022

Witnessed By:

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



## San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<b>General Policy Committee</b> 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 (6/30/20 12/31/2022 (6/30/2022 12/31/2023 12/31/2023 Indeterminate Indeterminate Indeterminate 12/31/2023 12/31/2022 12/31/2022 12/31/2022 12/31/2022
<b>Transit Committee</b> 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 (6/30/20 12/31/2022 (6/30/2022 12/31/2023 12/31/2023 Indeterminate Indeterminate Indeterminate 12/31/2023 12/31/2022 12/31/2022 12/31/2022 12/31/2022

## San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<b>Mountain/Desert Committee</b> Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, 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)	Art Bishop, Apple Valley (Chair) Paul Cook, Supervisor (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 Dawn Rowe, Supervisor	Indeterminate (6/30/20 Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
<b>Legislative Policy Committee</b> 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

### Policy Committee Meeting Times

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
<b>I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee</b> 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, 2<sup>nd</sup> 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><b>Emerging Technology Ad Hoc Committee</b></p> <p>On October 6, 2021, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.</p>	<p>To look broadly at Transportation Technology. This ad hoc has a term ending December 31, 2022.</p>	<p>Art Bishop, Apple Valley</p> <p>Frank Navarro, Colton</p> <p>Acquanetta Warren, Fontana</p> <p>Carlos A. Garcia, Upland</p> <p>John Dutrey, Montclair</p> <p>L. Dennis Michael, Rancho Cucamonga</p> <p>David Avila, Yucaipa</p> <p>Curt Hagman, Supervisor</p>

## SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<b>Transportation Technical Advisory Committee (TTAC)</b> 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.
<b>City/County Manager's Technical Advisory Committee (CCM TAC)</b> 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.
<b>Planning and Development Technical Forum (PDTF)</b> 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).
<b>Project Development Teams</b>	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.

## ***Minute Action***

### AGENDA ITEM: 4

***Date:*** June 9, 2022

***Subject:***

Tunnel to Ontario International Airport - Procurement Approach, Amendment No. 1 to Program Management Construction Management Contract No. 21-1002452, and Amendment No. 3 to Legal Services Contract No. 21-1002451

***Recommendation:***

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

A. Direct staff to proceed with development of a form of design-build procurement for the Tunnel to Ontario International Airport (ONT) Project with a limited transitional operating period for a system which will operate using zero-emission rubber-tire automated transit network vehicles capable of providing on-demand service and accommodate level boarding and luggage. The determination to proceed beyond the design phase is contingent on available funding, including significant grant funds from the state or federal government.

B. Approve Amendment No. 1 to Contract No. 21-1002452 with HNTB Corporation for Program Management Construction Management for the Tunnel to ONT project, in the amount of \$1,100,000 in State Transit Assistance – Population Share funds to be available under Notice to Proceed 1, increasing the total not-to-exceed contract value to \$28,206,498, to perform an additional thirty (30) supplemental geotechnical borings in support of the procurement for the Tunnel to ONT project.

C. Approve Amendment No. 3 to Contract No. 21-1002451 with Kaplan Kirsch & Rockwell, LLP, for continued outside legal services for the Tunnel to ONT project, in the amount of \$900,000 in State Transit Assistance – Population Share funds, increasing the total not-to-exceed contract value to \$1,900,000, to support the continued procurement effort outlined in Recommendation A.

***Background:***

The San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) recently awarded the Tunnel to Ontario International Airport (ONT) Project (Project) environmental services contract (Contract No. 22-1002758) to AECOM Technical Services, Inc. to environmentally clear the Project under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), and staff has re-engaged the Federal Transit Administration (FTA). Additionally, staff has been working with the Program Construction Manager (PCM), HNTB Corporation, to develop the subsequent preferred procurement method, with a focus on allowing for innovative solutions to be proposed by prospective bidders, and the purchasing of autonomous vehicles.

**Recommendation A**

Six alternative procurement models were evaluated for the Project as described in Exhibit A: (1) design-bid-build (DBB); (2) design-build (DB); (3) progressive design-build; (4) construction manager / general contractor (CM/GC); (5) design-build-operate-maintain (DBOM); and (6) design-build-finance-operate-maintain (DBFOM).

*Entity: San Bernardino County Transportation Authority*

After review with the PCM and outside legal counsel, staff recommends a delivery approach that combines elements of a traditional design-build (DB) authorized under the DB Law along with a “progressive” approach to account for the Project’s scheduling constraints, with an operational period of at least one year provided by the contractor. This approach represents a delivery method that is less than a typical progressive design-build and more than a traditional design-build project.

The recommended approach will retain at least two design-builder teams through Phase 1 (preconstruction), in order to both comply with the DB Law and to retain effective competition leading to selection of a single design-builder team to proceed to Phase 2 (final design, construction, and O&M). A stipend of \$900,000 for each team is included in the Project budget.

The two-stage model allows SBCTA, the PCM, and selected contractors to collaborate as an integrated team during the preconstruction phase. This collaborative approach promotes innovative ideas to benefit the Project cost and schedule. Areas for potential Project innovation include tunnel sizing, tunnel boring machine (TBM) logistics and operations, and vehicle technology selection. Staff’s approach is to not specify a minimum vehicle occupancy or floor height, but to have minimum requirements as identified in Recommendation A to allow for maximum industry innovation, along with specific performance requirements identified in the request for proposals which will be used to inform evaluation scoring.

Any determination by SBCTA to proceed with the Project is contingent upon receipt of all required environmental clearances and incorporation of any required mitigation measures or modifications to the proposed Project scope, as determined during such environmental reviews. The execution of a contract at any stage of the proposed procurement process will not commit SBCTA to a particular course of action beyond preliminary design and project development work, which will remain subject to the outcome of the environmental review processes, nor will it preclude SBCTA from considering alternatives to the Project or determining not to proceed with the Project.

#### Recommendation B

On January 6, 2021, the Board approved the award of Contract No. 21-1002452 to HNTB Corporation to provide Project Management/Construction Management (PCM) Services for Emerging Technology Tunnel to ONT, for a not-to-exceed amount of \$26,940,428. As part of the initial work to be completed under Notice to Proceed No. 1, five borings were conducted in order to assess geotechnical conditions and inform the Developer procurement for the proposed Emerging Technology Tunnel to ONT (Project). This work included the compilation and evaluation of data collected for other projects in the site vicinity, and the identification of data gaps for a limited, site-specific initial geotechnical investigation program. The limited initial geotechnical investigation program was intended as a risk management tool to be used in advance of award of a Design-Build-Operate-Maintain (DBOM) Contract. The explorations and testing were used to identify “known unknowns” by initial characterization of 1) potential adverse ground conditions, and 2) ground conditions at critical existing and proposed structures.

As subsurface conditions are a major risk for any underground construction, and may potentially lead to unforeseen conditions that are encountered during construction, leading to significant delays and claims, thirty (30) additional borings are recommended to further assess the geotechnical conditions of the site of the Project. These additional borings will supplement the



## Transit Committee Agenda Item

June 9, 2022

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five (5) borings performed as part of the original contract scope. The supplemental borings will be drilled using a hollow stem auger and sampled using standard penetration test equipment for visual identification and laboratory classification testing. The goal of this supplemental investigation program is to provide greater confidence to Project proposers regarding the anticipated subsurface conditions within the influence zone of the proposed tunnel alignment and stations. Additional sampling and testing may be required if contaminated soil is encountered in any of the proposed borings. A preliminary map of the proposed supplement boring locations is provided as Attachment A. The exact locations of these borings are subject to change based on access, permitting, traffic control, etc. The anticipated spacing between borings is roughly 500 to 1,000 feet.

Pursuant to Article 10.2 of the referenced contract, staff is requesting a modification to the contract in the amount of \$1,100,000 to perform the thirty (30) supplemental geotechnical borings in support of the Project procurement. This cost includes all permitting fees, investigation oversight, reporting, PCM sub-consultant administration fee to inform the geotechnical sections of the updated procurement documents, and a 10% contingency.

Approval of this work will be completed under the proposed Amendment No. 1 to Contract No. 21-1002452, increasing the current contract not-to-exceed amount to \$28,206,498, which includes the original amount authorized, \$166,070 of contingency funds that have been released, and the requested \$1,100,000.

**Recommendation C**

Continued outside legal counsel is needed to support the ongoing procurement efforts required to select a design-build team for delivery of the project, including support for regulatory oversight, industry outreach, and contract development. Staff is requesting approval of Amendment No. 3 to Contract No. 21-1002451 with Kaplan Kirsch & Rockwell, LLP.

The increased contract values identified in this item are within the funding included in the 2021 Update to the 10-Year Delivery Plan and are included in the \$492 million project budget presented to the SBCTA Board on April 6, 2022, with a portion of the funding to be used for the legal services contract amendment coming from the identified contingency.

***Financial Impact:***

This item is not consistent with the Fiscal Year 2022/2023 Budget. An administrative budget amendment will be done.

***Reviewed By:***

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

***Responsible Staff:***

Carrie Schindler, Deputy Executive Director

Approved  
Transit Committee  
Date: June 9, 2022

Witnessed By:



## Tunnel to Ontario International Airport Contract No. 21-1002452



### STRATEGY FOR ALTERNATIVE PROCUREMENT



**Version 1 – May 26, 2022**

**Sponsoring Agency:**

San Bernardino County Transportation Authority (SBCTA)  
1170 W. Third St., Second Floor  
San Bernardino, CA 92410-1715

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## Update and Revision Log

Date	Change Description
March 8, 2022	Initial Draft to SBCTA
April 21, 2022	Updated to address SBCTA comments
May 16, 2022	Updated conclusions and recommendations
May 24, 2022	Updated to address SBCTA comments
May 26, 2022	Updated based on team discussion

## Acronyms and Abbreviations

<b>CM/GC</b>	Construction Manager/General Contractor
<b>DBFOM</b>	Design-Build-Finance-Operate-Maintain
<b>DBOM</b>	Design-Build-Operate-Maintain
<b>DBB</b>	Design-Bid-Build
<b>DB</b>	Design-Build
<b>FTA</b>	Federal Transit Administration
<b>GMP</b>	Guaranteed Maximum Price
<b>O&amp;M</b>	Operations and Maintenance
<b>OIAA</b>	Ontario International Airport Authority
<b>MWD</b>	Metropolitan Water District of Southern California
<b>P3 or PPP</b>	Public-Private Partnership
<b>PDB</b>	Progressive Design-Build
<b>PCM</b>	Project and Construction Manager
<b>PMOC</b>	Project Management Oversight Contractor
<b>PS&amp;E</b>	Plans, Specifications and Estimates
<b>RFP</b>	Request for Proposals
<b>RFQ</b>	Request for Qualifications
<b>ROM</b>	Rough Order of Magnitude
<b>UPRR</b>	Union Pacific Railroad

## 1.0 INTRODUCTION AND RECOMMENDED APPROACH

This strategy document analyzes various procurement options for the Tunnel to Ontario International Airport Project (the “Project”). After review, the PCM recommends a delivery approach that combines elements of a traditional design-build authorized under the DB Law along with a “progressive” approach to account for the Project’s scheduling constraints, with an operational period of at least one year provided by the contractor (collectively, the “Project Approach”). The Project Approach represents a delivery method that is less than a typical progressive design-build and more than a traditional design-build project. The Project Approach is based on an analysis of the other project delivery alternatives described below, statutory limitations under California law (particularly the Design-Build Law) and needs of the Project. See Sections 1.1 through 1.3 for further information.

In reaching its recommendation, the PCM considered five alternative procurement options for the Project: (1) design-bid-build (DBB); (2) design-build (DB); (3) progressive design-build; (4) construction manager / general contractor (CM/GC); (5) design-build-operate-maintain (DBOM); and (6) design-build-finance-operate-maintain (DBFOM). Sections 2 through 7 provide a general overview of each delivery method, reference projects, and a table of highlighting the pros and cons from the owner’s perspective. Conclusions and recommendations are provided in Section 8. Attachment A includes a program schedule comparison for each of the contracting options considered (refer to Item 6 Progressive Design-Build for recommended Project Approach).

At a high-level, the Project Approach would follow the steps below. Note, a funding gap has been identified by SBCTA; PCM recommends starting the activities outlined using a series of NTPs (to be identified) while remaining grant funding is being secured.

Step #	Description	Explanatory Note
1.	Present the Project Approach to the SBCTA Board for approval in July 2022	
2.	Industry outreach	
3.	Seek initial feedback from the FTA	
4.	Immediately after Board approval: <ol style="list-style-type: none"> <li>issue an RFQ; and</li> <li>under PCM contract, begin limited geotechnical investigations, UPRR and Caltrans engagement, and potentially some early work activities related to relocating conflicting utilities.</li> </ol>	
5.	“Select” at least two shortlisted teams.	
6.	Enter into a Phase 1 - Early Works Agreement with the shortlisted teams to engage in “progressive” approach through Phase 1.	This Agreement will set out design development compensation (a stipend of \$900,000 per team) and deliverables.

Step #	Description	Explanatory Note
		SBCTA's interaction with the shortlisted teams will be akin to a long series of multiple one-on-one meetings.
7.	During Phase 1, issue the RFP.	<p>The RFP will include two primary documents:</p> <ul style="list-style-type: none"> <li>a. a process document outlining the design development process, interactions, deliverables from the Early Works Agreement, requirements for interaction with SCBTA (and SBCTA's consultants, including its NEPA/CEQA consultant) through Phase 1, and requests for supplemental due diligence. Additionally, the process document will set out proposal submission requirements (including requirements for submission of a guaranteed maximum price (GMP) at the conclusion of Phase 1 and SBCTA's proposal evaluation criteria.</li> <li>b. A draft of Phase 2 Contract for negotiation during Phase 1. The Phase 2 contract will be entered into with one team following conclusion of Phase 1 and selection by SBCTA.</li> </ul>
8.	Phase 2	<p>Following (and subject to) the outcome of the environmental review processes, proceed with final design and construction.</p> <p>We currently contemplate that the Phase 2 contract would also include a one-year transitional operations period at the conclusion of construction and system start-up, testing, and commissioning. Autonomous vehicle technology is relatively new in the U.S. market, therefore, a one year overlap with Omnitrans operations staff and the design-builder's operations staff (and/or personnel from the autonomous vehicle manufacturer) will provide sufficient time for Omnitrans to assume the operations, with appropriate time for training and</p>



Step #	Description	Explanatory Note
		familiarizations with the proposed technologies

Any determination by SBCTA to proceed with the Project is contingent upon receipt of all required environmental clearances and incorporation of any required mitigation measures or modifications to the proposed Project scope, as determined during such environmental reviews. The execution of a contract at any stage of the proposed procurement process will not commit SBCTA to a particular course of action beyond preliminary design and project development work, which will remain subject to the outcome of the environmental review processes and award of grant funding, nor will it preclude SBCTA from considering alternatives to the Project or determining not to proceed with the Project.

## 1.1 WORK PERFORMED THUS FAR

The PCM's recommendation with respect to the Project Approach considers several factors, including:

- Budget constraints
- Funding sources and timing
- Schedule of other projects that directly influence this Project (such as Metrolink SCORE program, Brightline West High Speed line connection as well capital improvements at the Rancho Cucamonga station)
- Schedule milestones and fixed completion deadline in support of the 2028 Olympic and Paralympic Games in Los Angeles
- Risk allocation, mitigation strategies and related contingencies
- Current economic conditions including inflation, fluctuation in commodity pricing, and contractor market interest and desirable competition

The Project Approach also accounts for the fact that, as of the date of this memorandum, design from the prior work on the Project is approximately equivalent to a 10-15% design, which is insufficient for SBCTA to proceed immediately with a fixed-price hard bid procurement utilizing traditional delivery methodologies.

To date, the following conceptual-level activities have been completed:

- Risk workshops and report for 12' diameter tunnel (needs to be updated for 24' diameter tunnel)
- Conceptual alignment study (needs to be updated for 24' diameter tunnel and eliminate intermediate egress shafts)
- Geotechnical desktop study
- Initial geotechnical investigation, including 5 borings
- Conceptual fire & life safety and ventilation study for 12' diameter tunnel (needs to be updated for 24' diameter tunnel and eliminate intermediate egress shafts)

- Station design charrettes with City of Rancho Cucamonga, City of Ontario and OIAA (needs to be updated and latest design and ROM estimate which identified underground stations as preferred option)
- Initial settlement evaluation study for 12' diameter tunnel (needs to be updated for 24' diameter tunnel)
- Initial right of way and easement needs memo
- Initial compilation of as-builts for existing structures and facilities along the alignment
- Initial development of base map to support the initial conceptual alignment (needs to be updated to support the recommended procurement strategy)
- Constructability assessment memo for 12' diameter tunnel (needs to be updated for 24' diameter tunnel)
- Technical Provisions for 12' diameter tunnel (needs to be updated for autonomous vehicle, 24' diameter tunnel)
- ROM estimate and schedules for alternative tunnel configurations
- Operational analysis report
- Safety concept report
- Concept of operations
- Safety & security management plan
- Systems engineering management plan

Changes to Project definition will require additional design effort and reassessment of the PCM's conceptual study, as noted in the bullets above. However, this new procurement offers SBCTA an opportunity to re-evaluate the Project's design requirements and performance targets to better align with cost and schedule goals.

## 1.2 SBCTA RESPONSIBILITIES INCLUDING MANAGEMENT OF EARLY WORKS

In parallel with the conceptual study effort, SBCTA awarded a separate contract in April 2022 for completion of the Project environmental document(s). The environmental process is expected to take up to 18 months; this timeline is important to consider as it relates to design development and procurement timelines. The current assumption is that SBCTA will be responsible for managing preconstruction work related to geotechnical investigations, right-of-way acquisitions, and potentially some early construction work activities to relocate conflicting utilities. For these activities, it is currently assumed that:

- **Geotechnical investigations** will be managed by SBCTA concurrently with the environmental phase to inform the environmental document(s) and provide prospective bidders with detailed information on anticipated ground conditions and environmental hazards (if encountered). SBCTA may determine to perform only a portion of the potential geotechnical investigation program upfront, following discussions with industry, if there is a preference for reserving some investigations to be performed at the direction of potential bidders during a later procurement phase.
  - **Recommended next steps:** As shown in the attached schedule (Attachment A, Item 2 Geotechnical), this activity can start following Board approval of amendments to the PCM

contract (scheduled for July 6<sup>th</sup> Board meeting). This activity would utilize existing committed State Transit Assistance (STA) funds.

- **Right-of-way acquisitions** (including temporary and permanent easements) will be managed by SBCTA. The conceptual level alignment study will identify several locations where permanent easements are required. The current alignment is being used to advance the environmental studies currently underway, and only limited deviations will be permitted during later procurement stages.
  - **Recommended next steps:** As shown on the attached schedule (Attachment A, Item 6 Progressive Design-Build), ROW acquisition can only commence after the environmental clearance decision has been received. Further, Board approval is required to proceed with right-of-way acquisitions. Staff's recommendation to proceed with right-of-way acquisition will take into account the outstanding the amount of grant funding awarded to the Project and remaining funding gap. Should there be insufficient grant funding awarded to the Project to proceed with right-of-way acquisition upon environmental approval, it will impact the Project schedule.
- **Utility relocations:** PCM has identified most of the utilities that will be required to be either relocated or protected. With the exception of the MWD upper feeder (158" reinforced concrete pipe) water line which will be protected, all other utilities can be relocated as part of early works. Engagement with utility owners (except MWD) is needed to advance the utility relocation design work or utility agreements, as applicable to each utility provider.
  - **Recommended next steps:** As shown on the attached schedule (Attachment A, Item 6 Progressive Design-Build), engagement with utility providers and engineering activities related to utility relocation can commence in mid-June 2022. It is recommended that SBCTA utilizes existing on-call consultant services contract, or PCM, to perform this work. Upon SBCTA authorization, consultant or PCM can start engaging with the engineering departments of various utility owners and proceed with development of utility relocation plans and prepare utility agreements as needed. These activities would utilize existing committed STA funds.
- **Impacts to UPRR structure:** The Project alignment crosses below UPRR's North Milliken Avenue Grade Separation (UPRR Bridge No. 525.44). UPRR requires detailed analysis and documentation (see Attachment B) to demonstrate that tunneling activities will not negatively impact railroad operations. UPRR's approval is a critical path activity—it is prudent for work to begin as soon as possible to mitigate the schedule risk associated with prolonged reviews by UPRR. This requires SBCTA approval to proceed with assessing Project impacts to UPRR's structure.
  - **Recommended next steps:** As shown on the attached schedule (Attachment A, Item 3 UPRR Engagement), obtaining UPRR approval is a critical path activity. UPRR has been formally informed about the Project and has provided SBCTA with their Design Review guidelines and estimated fee. It is recommended that SBCTA utilizes existing on-call consultant services contract, or PCM, to proceed with advancing the design for the section of the tunnel that passes underneath the UPRR structure and once ready submit the design to UPRR. If PCM contract is utilized, this work requires Board approval of

amendments to the PCM contract. The cost associated with such work will be allocated utilizing committed STA funds.

- **Impacts to Caltrans I-10 Highway:** The Project alignment crosses below the Caltrans I-10 highway, which is at-grade, and avoids direct impacts to the existing Milliken Avenue Overcrossing (Caltrans Bridge No. 54-039) by bypassing the bridge to the east. As part of the encroachment permit, Caltrans requires detailed design and specifications of the tunnel and an analysis to demonstrate that tunneling activities will not negatively impact the freeway operations and the existing bridge structure. Initial consultation with Caltrans has been made, which led to the current alignment concept that bypasses the existing bridge and the identification of a permitting pathway.
  - **Recommended next steps:** It is recommended that SBCTA utilizes existing on-call consultant services contract, or PCM, to proceed with advancing the design of the specific section of the tunnel that passes underneath Caltrans right of way and once ready submit the design to Caltrans. The cost associated with such work will be allocated utilizing committed STA funds.

### 1.3 OTHER SCHEDULE CONSIDERATIONS

From a schedule perspective, SBCTA has a clear delivery deadline. Along with Metrolink's SCORE program, the Project must be completed and operational in time for the 2028 Olympic and Paralympic Games in Los Angeles. In Project planning, SBCTA must allow for reasonable schedule contingency to ensure the Project is delivered to meet this critical deadline; this includes contingencies for preliminary engineering and environmental clearance, detailed design, construction, commissioning and testing, and handback to SBCTA/Omnitrans. To accomplish these goals, this analysis assumes a target date of commencement of revenue service in mid-2027. A schedule comparison of the procurement options presented herein is provided as Attachment A (refer to Item 6 Progressive Design-Build for recommended Project Approach).

## 2.0 DESIGN-BID-BUILD

### 2.1 OVERVIEW

Design-bid-build (DBB) is the traditional method of project delivery in which the owner procures separate contracts for the design and construction phases of the project. The owner's selected engineer is responsible for preparing final design plans, specifications and estimates (PS&E) to be used as the basis for awarding a construction contract. Bidding for a design-bid-build project may be open or may include a pre-selection process based on contractor qualifications. In most cases, a DBB contract is awarded to the lowest price bidder, and qualifications are not factored into the final scoring or selection.

In relation to the Project, a DBB model would require SBCTA to solicit a new engineering consulting agreement for development of the PS&E package. Refer to Attachment A (Item 4 Design-Bid-Build) for a program schedule of the DBB contracting option.

### 2.2 PROS AND CONS

**Table 2-1. Pros and Cons of Design-Bid-Build Contract**

PROS	CONS
Simple delineation of responsibility with separate design and construction contracts.	No opportunity to incorporate design alternatives and value engineering proposed by the contractor.
Owner can establish budget target based on detailed engineer's estimate.	Engineer's estimate may not accurately reflect real-time construction market conditions.
Project is well-defined prior to bidding. Design plans are permitted and ready for construction.	Owner likely to select lowest bidder instead of most qualified bidder or best overall value.
Procurement process is straight-forward; owner selects lowest price bid.	Lack of design-construction integration and coordination. Owner must manage two separate contracts.
Construction bid price is generally lower versus alternative delivery methods because contractor is pricing final design plans and risks have been identified/mitigated (e.g. utilities, geotechnical, stakeholder coordination).	Owner assumes all design risk.
Owner has more control of design decisions.	Design and construction phases do not overlap, which may lead to longer overall project schedule if delays arise.

PROS	CONS
	Project is susceptible to change orders, since contractor does not have opportunity to influence design decisions.
	Project duration is generally longer versus alternative delivery methods. A prequalification process would add further time to the project schedule.

## 2.3 APPLICABILITY TO PROJECT

The time needed to reach 100% design and to proceed with a design-bid-build model likely cannot meet the required outside timeframe for delivery of the Project. For this reason, traditional design-bid-build will not be discussed in further detail in this document and is not being considered for delivery of the Project.

## 2.4 REFERENCE PROJECTS

- Sound Transit Northgate Link Extension
  - Project Value: \$1.9 billion
  - FTA Funding: Y
  - PMOC: Y
- Sound Transit University Link Extension
  - Project Value: \$1.8 billion
  - FTA Funding: Y
  - PMOC: Y

## 3.0 DESIGN-BUILD

### 3.1 OVERVIEW

A design-build (DB) contract is an alternative to traditional design-bid-build project delivery, in which the engineering and construction contract are integrated under a single entity, often referred to as the “design-builder.” To facilitate this contract, the owner retains an engineer to develop preliminary engineering plans to be used as the basis for bidding by prospective design-builders. The preliminary plans are generally about 30% complete and are expected to provide sufficient detail for DB proposers to commit to a fixed price. The procurement may include separate request for qualifications (RFQ) and request for proposals (RFP) stages, or these stages may be combined. The selected contractor (design-builder) retains its own engineering team to complete the final design, and construct and commission the Project to the agreed fixed price. Refer to Attachment A (Item 5 Design-Build) for a program schedule of the DB contracting option.

### 3.2 PROS AND CONS

**Table 3-1. Pros and Cons of Design-Build Contracts**

PROS	CONS
Contractor assumes design, construction cost, and schedule risk, as well as certain other risks on a negotiated basis (e.g. permitting, certain site conditions).	Project is less well-defined as compared to design-bid-build. Contractor may take advantage of poorly defined design criteria and requirements, or add contingency to mitigate cost risk.
Opportunities to incorporate cost and/or schedule savings from design alternatives or value engineering by contractor.	Owner has less control of design decisions versus design-bid-build.
Portions of construction works (i.e. early works) may commence prior to completion of all final design plans, thereby providing opportunities to reduce overall project schedule.	More pressure on owner (and other stakeholders) / PCM to review design documents and construction submittals in a timely manner.
Incentivizes owner to select most qualified or best value rather than lowest cost bidder (e.g. scoring to factor technical competency and innovation).	Construction bid price is generally higher than design-bid-build since the contractor is assuming more delivery risk.
Integration of design and construction teams should result in fewer change orders versus design-bid-build delivery.	

### 3.3 APPLICABILITY TO PROJECT

Design-build is authorized for use by SBCTA pursuant to Public Contract Code § 22160 *et seq.* However, the Project design is not sufficiently advanced at this time to procure under a typical fixed-price design-build approach. Reaching the requisite level of design would take approximately seven to nine months, after which a design-build procurement could commence. This timeframe may be incompatible with the required Project schedule.

### 3.4 REFERENCE PROJECTS

- Los Angeles Metro Crenshaw Line Project
  - Project Value: \$2.1B
  - FTA Funding: Y
  - PMOC: Y
- Los Angeles Metro Regional Connector Project
  - Project Value: \$1.8B
  - FTA Funding: Y
  - PMOC: Y
- Los Angeles Metro Purple Line Extension Sections 2 and 3 Project
  - Project Value: \$2.5B and \$3.6B
  - FTA Funding: Y
  - PMOC: Y
- Washington State Department of Transportation SR 99 Bored Tunnel Project
  - Project Value: \$2.15B
  - FTA Funding: N
  - PMOC: N/A
- SBCTA I-10 Express Lanes Project
  - Project Value: \$930M
  - FTA Funding: N
  - PMOC: N/A
- SBCTA Mount Vernon Viaduct Project
  - Project Value: \$230M
  - FTA Funding: N
  - PMOC: N/A



## 4.0 PROGRESSIVE DESIGN-BUILD

### 4.1 OVERVIEW

Progressive design-build (PDB) is a variation of the more commonly used design-build contract, where the contractor is brought onto the project at an early stage of project development. The contractor is selected largely based on qualifications, since no binding price or schedule is provided with the contractor's proposal. The purpose of this early engagement is to foster a collaborative, problem solving environment between the contractor, engineer, and owner. On a PDB project, the contractor works with the owner and engineer to advance engineering plans that are not nearly as developed as a typical design-build contract, often only 10-15% complete. During the pre-construction phase, the contractor, engineer and owner collaborate to advance the design to suitable level of definition (30% to 60% complete), at which point the contractor will submit a guaranteed maximum price. The contractor will then work with their own engineering team to complete the final design, similar to a typical design-build contract.

Progressive design-build is often described as a “two phase” approach, whereby Phase 1 is the preconstruction phase, design development, and team collaboration to reach a guaranteed maximum price and Phase 2 is the contractor's final design, construction, and commissioning of the project. Generally, the owner is not required to proceed to Phase 2 if an acceptable guaranteed maximum price is not reached – often thought of as the “off ramp,” – and would be permitted to utilize the design materials developed and paid for during Phase 1 in a subsequent design-build re-procurement of the project. Phase 2 work would require separate agreement between the contractor and owner. Refer to Attachment A (Item 6 Progressive Design-Build) for a program schedule of the PDB contracting option.

### 4.2 PROS AND CONS

**Table 4-1. Pros and Cons of Progressive Design-Build Contracts**

PROS	CONS
Collaborative environment where owner, engineer, and contractor work as a team.	Owner must enter into paid consulting agreement with one or more contractors for preconstruction phase.
Owner has transparency into contractor's cost during the preconstruction stage.	Owner must commit significant time and resources to preconstruction work prior to environmental approval.
Owner has “off-ramps” to end contract negotiations if price or commercial terms are unfavorable.	Use of progressive design-build model on transportation projects is relatively new and lacks track record. This is especially true for complex projects.

PROS	CONS
Contractor has more ability to influence design decisions and propose innovative techniques (e.g. tunnel size, vehicle technology), which could yield biggest cost and schedule savings versus other contracting types.	Pre-qualification process and need for owner to manage preconstruction phase likely yields less competition versus standard design-build contracts.
Owner has the opportunity to vet new technologies and/or innovative techniques proposed by the contractor.	Limited precedent for progressive design-build on FTA-regulated projects; advance coordination with FTA would be required in order to ensure procurement is compliant/acceptable under the FTA's Third Party Contracting Guidance Circular 4220.1F.
	Lack of clear SBCTA legal authority for "typical" progressive design-build, in which a single team is selected to progress the proposed project through Phase 1. Adaptations to procurement would be required to comply with Public Contract Code § 22160 <i>et seq.</i> (DB Law).

### 4.3 APPLICABILITY TO PROJECT

As noted in Section 1, the proposed Project Approach combines elements of a progressive design-build approach with traditional design-build, and therefore, is not a true progressive design-build in a definitional sense. However, given that SBCTA is at least seven months from reaching roughly 30% design, a progressive approach in the context of the DB Law is a viable path for meeting the Project schedule. The proposed approach will retain at least two design-builder teams through Phase 1, to both comply with the DB Law and to retain effective competition leading to selection of a single design-builder team to proceed to Phase 2.

### 4.4 REFERENCE PROJECTS

- Atlanta International Airport Plane Train Tunnel West Extension Project Phase 1
  - Project Value: \$160M (construction contract only)
  - FTA Funding: N
  - PMOC: N/A
- Santa Clara Valley Transportation Authority BART Phase II Extension Project
  - Project Value: \$6.9B
  - FTA Funding: Y
  - PMOC: Y
- Jacksonville Transportation Authority Bay Street Corridor Project, Phase 1
  - Project Value: \$44M
  - FTA Funding: N/A
  - PMOC: N/A
- Riverside County Transportation Commission SR 91 Corridor Improvement

- Project Value: \$3.3B
- FTA Funding: Y
- PMOC: N/A

## 5.0 CM/GC

### 5.1 OVERVIEW

A construction manager/general contractor (CM/GC) contract is similar to progressive design-build. This delivery method involves early contractor involvement (CM phase), in which the contractor acts a consultant to the owner during the advancement of design documents (30% to 60% complete) by the owner's engineer. As with progressive design-build, this approach allows for collaboration between the owner, engineer, and contractor prior to the submission of a firm price by the contractor. If the owner agrees to the contractor's price the CM contract is converted into a GC contract for construction of the project.

One major distinction between CM/GC and progressive design-build contracts is whether the owner retains the design responsibility (CM/GC) or assigns it to the contractor (progressive design-build). Refer to Attachment A (Item 7 CM/GC) for a program schedule of the CM/GC contracting option.

### 5.2 PROS AND CONS

**Table 5-1. Pros and Cons of CM/GC Contracts**

PROS	CONS
Collaborative environment where owner, engineer, and contractor work as a team.	Owner must enter into paid consulting agreement with one or more contractors for preconstruction phase.
Owner has transparency into contractor's cost during the preconstruction stage.	Owner must commit significant time and resources to preconstruction work prior to environmental approval.
Contractor has more ability to influence design decisions and propose innovative techniques (e.g. tunnel size, vehicle technology).	Pre-qualification process and need for owner to manage preconstruction phase likely yields less competition versus other contracting types.
Facilitates open discussions between owner and contractor about risk allocation and contingencies prior to establishing guaranteed maximum price.	In contrast to progressive design-build, owner is responsible for final design and therefore assumes this risk.
Owner has opportunity to vet new technologies and/or innovative techniques proposed by the contractor.	

### 5.3 APPLICABILITY TO PROJECT

In order for SBCTA to advance design to 30% using its own engineering firm, SBCTA would need to either (i) procure an engineering firm for such work; or (ii) amend its existing contract with the PCM to add design

work into its scope. Both these solutions are not time-effective – both running a competitive procurement and developing design to 30% will take additional time that is not within the Project schedule.

## 5.4 REFERENCE PROJECTS

- Dallas Area Rapid Transit Green Line 1
  - Project Value: \$1.8B
  - FTA Funding: Y
  - PMOC: N/A

## 6.0 DBOM

### 6.1 OVERVIEW

The design-build-operate-maintain (DBOM) delivery model is a variation of the design-build contract discussed in Section 3 and a type of public-private partnership (PPP or P3). In a DBOM contract, in addition to being responsible for the final design and construction of the project, the contractor (design-builder) is also responsible for operating and maintaining the completed facility for a stipulated concession period—often lasting 30 years or more. During the O&M period, the contractor is paid either through operational revenue (e.g. tolls) or, for a non-revenue generating facility, through availability payments based on the contractor's adherence to pre-determined performance metrics. Refer to Attachment A (Item 8 DBFOM/DBOM) for a program schedule of the DBOM contracting option.

### 6.2 PROS AND CONS

**Table 6-1. Pros and Cons of DBOM Contracts**

PROS	CONS
Contractor assumes design, construction cost, O&M, and schedule risk, as well as certain other risks on a negotiated basis (e.g. permitting, certain site conditions).	Project is less well-defined as compared to design-bid-build. Contractor may take advantage of poorly defined design criteria and requirements, or add contingency to mitigate cost risk.
Opportunities to incorporate cost and/or schedule savings from design alternatives or value engineering by contractor.	Owner has less control of design decisions versus design-bid-build.
Portions of construction works (i.e. early works) may commence prior to completion of all final design plans, thereby providing opportunities to reduce overall project schedule.	More pressure on owner (and other stakeholders) / PCM to review design documents and construction submittals in a timely manner.
Incentivizes owner to select most qualified or best value rather than lowest cost bidder (e.g. scoring to factor technical competency and innovation).	Construction bid price is generally higher than design-bid-build since the contractor is assuming more delivery risk.
Integration of design and construction teams should result in fewer change orders versus design-bid-build delivery.	Long-term operational and maintenance requirements need to be known at an early stage of the project. Greater uncertainty in O&M needs will lead to higher contractor contingency.
Single source of responsibility for all phases of the project lifecycle (excluding decommissioning).	There are limited contractors who are able to satisfy the O&M needs of a transit system using autonomous vehicles.

PROS	CONS
Contractor can price operational and maintenance costs upfront, thereby giving the owner a better understanding of long-term project cost.	SBCTA legal authority to undertake a typical DBOM is limited; see description in Section 6.3.

## 6.3 APPLICABILITY TO PROJECT

As discussed in Section 7.1.1, the DB Law does not permit long term operations. Therefore, SBCTA would need another statutory ‘hook’ to procure the Project using a DBOM model. Currently, California law does not provide the type of authority SBCTA needs to use a DBOM model. (*See the discussion under Section 7.1*). The DB Law does, however, permit “operations during a training or transition period.” See Public Contract Code Section 22164(a)(2). This training or transition period is proposed to be incorporated as an element of the progressive design-build delivery model described above.

## 6.4 REFERENCE PROJECTS

- Los Angeles Metro Link Union Station (Under Development)
- Sound Transit East Link Extension
  - Project Value: 4.0B
  - FTA Funding: Y
  - PMOC: N/A
- New Jersey Department of Transportation Hudson-Bergen Light Rail
  - Project Value: \$2.3B
  - FTA Funding: Y
  - PMOC: N/A
- Las Vegas Monorail
  - Project Value: \$650M
  - FTA Funding: N
  - PMOC: N

## 7.0 DBFOM

### 7.1 OVERVIEW

The design-build-finance-operate-maintain (DBFOM) delivery model is a full turnkey contract that utilizes private financing. Using this P3 approach, the owner is able allocate more risk to the contractor / financier consortium and potentially defer use public funds until later in the project lifecycle. Similar to DBOM, the contractor is paid through operational revenue or availability payments. Refer to Attachment A (Item 8 DBFOM/DBOM) for a program schedule of the DBFOM contracting option.

### 7.2 PROS AND CONS

**Table 7-1. Pros and Cons of DBFOM Contracts**

PROS	CONS
Contractor assumes design, construction cost, financing, O&M, and schedule risk, as well as certain other risks on a negotiated basis (e.g. permitting, certain site conditions).	Project is less well-defined as compared to design-bid-build. Contractor may take advantage of poorly defined design criteria and requirements, or add contingency to mitigate cost risk.
Opportunities to incorporate cost and/or schedule savings from design alternatives or value engineering by contractor.	Owner has less control of design decisions versus design-bid-build.
Portions of construction works (i.e. early works) may commence prior to completion of all final design plans, thereby providing opportunities to reduce overall project schedule.	More pressure on owner (and other stakeholders) / PCM to review design documents and construction submittals in a timely manner.
Incentivizes owner to select most qualified or best value rather than lowest cost bidder (e.g. scoring to factor technical competency and innovation).	Construction bid price is generally higher than design-bid-build since the contractor is assuming more delivery risk.
Integration of design and construction teams should result in fewer change orders versus design-bid-build delivery.	Long-term operational and maintenance requirements need to be known at an early stage of the project. Greater uncertainty in O&M needs will lead to higher contractor contingency.
Single source of responsibility for all phases of the project lifecycle.	There are limited contractors who are able to satisfy the O&M needs of a transit system using autonomous vehicles.
Contractor can price operational and maintenance costs upfront, thereby giving the owner a better understanding of long-term project cost.	Contractors unlikely to assume the project's financial risk under a "revenue risk" model (described below) and would instead look to SBCTA to secure a long-term



PROS	CONS
	source of funding to repay private financing, equity, and ongoing operations costs.
	SBCTA legal authority to undertake a DBFOM is limited; see description in Section 7.3.

### 7.3 APPLICABILITY TO PROJECT

California has not broadly embraced alternative project delivery methods, for example through a generally applicable P3 statute. While a number of innovative projects have been undertaken, public owners have done so by sometimes acting under inherent authority of a particular agency, and in other cases by using one of the state's limited regimes for proceeding with certain types of alternative project delivery approaches.

SBCTA does not have inherent authority under California law to undertake the Project through simply any form of P3 that it may elect in its discretion. Instead, it needs to consider statutes which may apply and which may individually or in combination provide the flexibility required to proceed with the Project through other than traditional (e.g. design-bid-build) means.

A combination approach might mean separate design-build and operations and maintenance elements, relying on different legal authorities, and paired with private finance for the Project, in order to meet the statutory restrictions under California law and market expectations regarding a P3 procurement.

The Infrastructure Finance Act (AB 2660), codified at Government Code § 5956, et seq. (the "IFA") provides authority for certain types of P3s for "fee-producing infrastructure facilities". SBCTA is entitled to act under the IFA since it applies to "governmental authorities". The IFA is therefore the most obviously available direct source of "P3" authority. The IFA authorizes governmental agencies to solicit proposals and enter into agreements with private entities for the "design, construction, or reconstruction", and "lease to," private entities for fee-producing infrastructure projects. The resulting lease arrangements can be long term, up to 35-years. However, the IFA contains one significant restriction related to funding. The IFA prohibits governmental authorities which are otherwise entitled to use the IFA to, "use the authority in this chapter to design, construct, finance, or operate a state project" for which purposes "State financed projects" qualify as state projects (where "financed" most clearly is read as "funded").

One prefatory note that is often forgotten in the P3 conversation – a DBFOM model demands the need for long-term source of repayment to capital costs (to repay private finance and equity) and/or O&M expenses. Therefore, the Project must provide identifiable source of funds – through a government pays or user pays (also known as 'revenue risk') model. In an availability payment model, the governmental entity provides a revenue stream to repay project costs. Under a revenue risk model, the developer accepts the risk of sufficient revenue to repay project costs. In turn, fewer public funds are needed to complete a project under this model. It is not presently anticipated that Project revenues will provide a significant source of funds for potential repayment of costs under a revenue risk model. At this time, given SBCTA's anticipated sources of funding for construction of the Project, and the challenges inherent

in identifying a long-term repayment source, we see little advantage to incorporating private financing under a DBFOM model for delivery of the Project.

## 7.4 REFERENCE PROJECTS

- Caltrans Southbay Expressway, San Diego
  - Project Value: \$658M
  - FTA Funding: N
  - PMOC: N/A
- Orange County Transportation Authority SR 91 Express Lanes
  - Project Value: \$135M
  - FTA Funding: N
  - PMOC: N
- Dulles Greenway
  - Project Value: \$350M
  - FTA Funding: N
  - PMOC: N
- Virginia Department of Transportation Elizabeth River Tunnels
  - Project Value: \$2.09B
  - FTA Funding: Y
  - PMOC: N/A

## 8.0 CONCLUSIONS

### 8.1 EVALUATION AND RECOMMENDATION

A relative comparison of the six contracting types considered is presented in Table 8-1.

**Table 8-1. Relative Comparison of Contracting Types**

	DBB	DB	PDB	CM/GC	DBOM	DBFOM
Schedule	↓	↔	↑	↓	↔	↔
Design Control	↑	↔	↑	↑	↔	↔
Early Cost Certainty	↓	↑	↑	↑	↑	↑
SBCTA Out-of-Pocket Cost for Design	↓	↑	↔	↓	↑	↔
Risk of Change Orders	↓	↔	↑	↑	↔	↔
Overall Cost	↔	↑	↑	↓	↑	↑
Compatibility with Funding Profile	↔	↔	↑	↑	↔	↓
Conclusion – Overall Project Applicability	↓	↔	↑	↓	↔	↓

Table 8-1 provides a qualitative assessment of schedule duration, level of design control, early cost certainty, costs for design phases, risk of contractor change orders, overall Project cost, and compatibility with anticipated funding sources. For each category and contracting type, these categories have been evaluated on a scale of high, medium or low. Based on the outcome of this scoring matrix, the delivery methods fall into the following three tiers of overall Project applicability:

- High (most favorable): progressive design-build (PDB)
- Medium (somewhat favorable): design-build (DB); design-build-operate-maintain (DBOM)

- Low (least favorable): design-bid-build (DBB); construction manager/general contractor (CM/GC); design-build-finance-operate-maintain (DBFOM)

Generally speaking, traditional design-bid-build delivery may produce a lower construction price for the Project. However, the schedule for design-bid-build contracts is typically longer than alternative delivery methods since the design and construction are contracted separately and cannot be performed as parallel activities. Design-bid-build contracts do not provide the opportunity for contractor input to propose design alternative or innovative ideas to reduce Project cost and schedule.

Due to the first-of-kind nature of the Project and the firm delivery deadline, some form of alternative delivery is favored over traditional design-bid-build delivery. As with standard fixed price design-build contracts (including DB, DBOM and DBFOM), CM/GC and progressive design-build offer the benefit of early contractor engagement that would enable SBCTA to have open discussions with multiple contractors about risk allocation and contingency, as well as transparent access to cost and schedule estimates (i.e. “open book basis”).

With respect to funding availability and timing, the P3 nature of a DBFOM contract has a clear advantage. A DBFOM model would offer SBCTA the flexibility to tailor the agreement to meet funding constraints as needed. However, at this stage it is uncertain if there is sufficient market interest to warrant pursuing the Project as a DBFOM contract.

While typical design-build offers some opportunity for contractors to propose design alternatives, the two-stage approach of a CM/GC or progressive design-build contract allows SBCTA, the PCM, and selected contractors to collaborate as an integrated team during the preconstruction phase. This collaborative approach promotes innovative ideas to benefit the Project cost and schedule. Areas for potential Project innovation include tunnel sizing, TBM logistics and operations, and vehicle technology selection. Furthermore, progressive design-build offers flexibility to SBCTA in the form of off-ramps should contractor discussions not result in favorable pricing and/or commercial terms.

## 9.0 REFERENCES

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1. Primer on Project Delivery, American Institute of Architects and American General Contractors of America (Jointly Published), 2011.  
[https://www.agc.org/sites/default/files/Files/Programs%20%26%20Industry%20Relations/AIA-AGC\\_Primer\\_on\\_Project\\_Delivery\\_2nd\\_Edition-FINAL.pdf](https://www.agc.org/sites/default/files/Files/Programs%20%26%20Industry%20Relations/AIA-AGC_Primer_on_Project_Delivery_2nd_Edition-FINAL.pdf).
2. Critical Comparison of Progressive Design-Build and Construction Manager/General Contractor Project Delivery Methods, Douglas Gransberg and Keith R. Molenaar, Transportation Research Record, Volume: 2673 issue: 1, page(s): 261-268. January 2019.  
<https://journals.sagepub.com/doi/10.1177/0361198118822315>.
3. Owners Guide to Project Delivery Methods, Construction Management Association of America, 2012.  
<https://www.cmaanet.org/sites/default/files/inline-files/owners-guide-to-project-delivery-methods.pdf>.

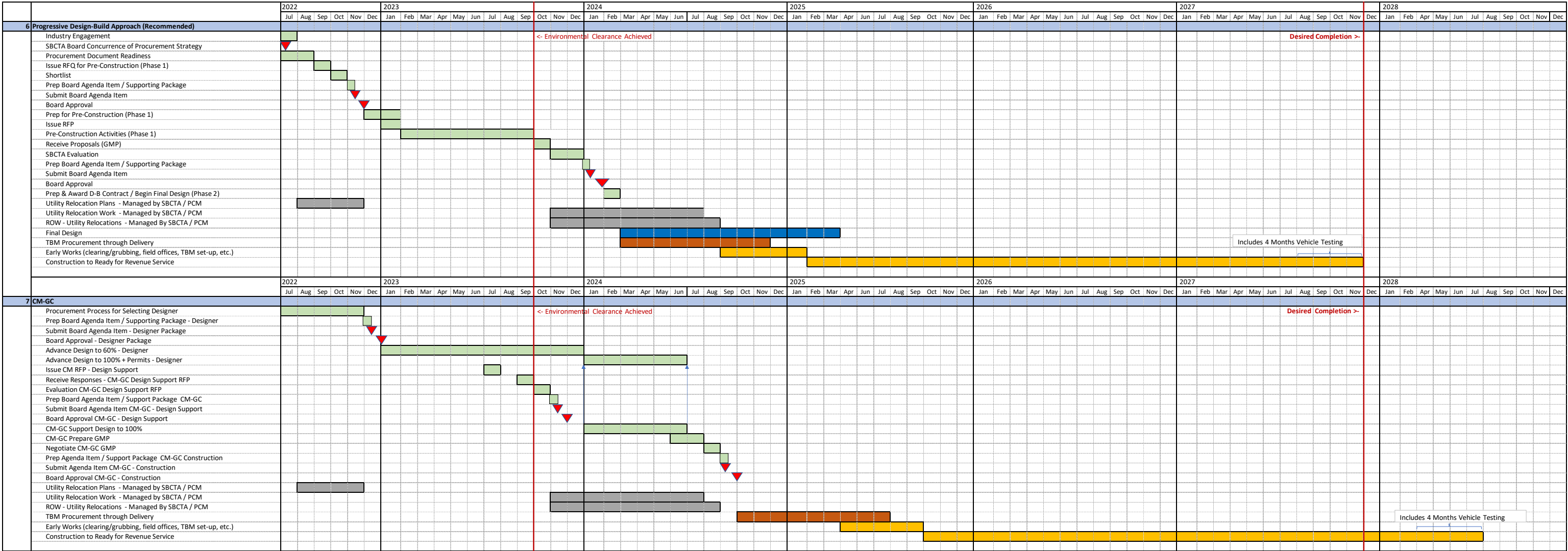
## ATTACHMENT A – LEVEL 1 MANAGEMENT SCHEDULE COMPARISON

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## LEVEL 1 MANAGEMENT SCHEDULE COMPARISON

ITEM NO.	REFERENCE	2022						2023						2024						2025						2026						2027						2028															
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1	Environmental																																																				
	Environmental Clearance																																																				
2	Geotechnical																																																				
	Geotechnical Investigation: ~30 Borings + Report																																																				
3	UPRR Engagement																																																				
	Tunnel Design @ UPRR Structure Crossing (25% level)																																																				
	UPRR Permit Need Date																																																				
4	Design-Bid-Build Approach	2022						2023						2024						2025						2026						2027						2028															
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
	Procurement Process for Selecting Designer																																																				
	Prep Board Agenda Item / Supporting Package																																																				
	Submit Board Agenda Item																																																				
	Board Approval																																																				
	Advance Design for Permit(s)																																																				
	Bid Package Prep for Construction Contract																																																				
	Issue RFP																																																				
	Receive Responses																																																				
	SBCTA Evaluation / Select Finalist																																																				
	Prep Board Agenda Item / Supporting Package																																																				
	Submit Board Agenda Item																																																				
	Board Approval																																																				
	Prep and Award Construction Contract																																																				
	Utility Relocation Plans - Managed by SBCTA / PCM																																																				
	Utility Relocation Work - Managed by SBCTA / PCM																																																				
	ROW - Utility Relocations - Managed By SBCTA / PCM																																																				
	TBM Procurement through Delivery																																																				
	Early Works (clearing/grubbing, field offices, TBM set-up, etc.)																																																				
	Construction to Ready for Revenue Service																																																				
5	Design Build Approach	2022						2023						2024						2025						2026						2027						2028															
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
	Procurement Process for Selecting Designer																																																				
	Prep Board Agenda Item / Supporting Package																																																				
	Submit Board Agenda Item																																																				
	Board Approval																																																				
	Design to 30%																																																				
	Procurement Package Readiness for Design Build																																																				
	Industry Engagement																																																				
	Issue RFQ																																																				
	Shortlist																																																				
	Issue RFP for Design Builder																																																				
	Receive Responses																																																				
	SBCTA Evaluation																																																				
	Prep Board Agenda Item / Supporting Package																																																				
	Submit Board Agenda Item																																																				
	Board Approval																																																				
	Prep & Award D-B Contract																																																				
	Commence Final Design																																																				
	Utility Relocation Plans - Managed by SBCTA / PCM																																																				
	Utility Relocation Work - Managed by SBCTA / PCM																																																				
	ROW - Utility Relocations - Managed By SBCTA / PCM																																																				
	Final Design																																																				
	TBM Procurement through Delivery																																																				
	Early Works (clearing/grubbing, field offices, TBM set-up, etc.)																																																				
	Construction to Ready for Revenue Service																																																				

## LEVEL 1 MANAGEMENT SCHEDULE COMPARISON





**Attachment: Exhibit A - SBCTA\_ETT\_Procurement Strategy\_Report\_5-26-22\_Final (8605 : Tunnel to ONT - Procurement & Contract Amendments**



## ATTACHMENT B – UPRR REQUIREMENTS

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## Public Projects – Plan Submittal Guidelines

Revised January 3, 2019

### Plan Submittal Process:

Union Pacific requires plan submissions at the levels identified in the table below. Plans will progress through these milestones at Union Pacific's sole discretion. Please note that projects typically require multiple submissions at each milestone. Plans shall be mark with the appropriate level as requested by UPRR.

**10% Plans** - Based on survey and include detailed horizontal geometry per Public Project Checklist.

**25% Plans** - Plans include profiles, typical sections, phasing plans, cross sections and detailed quantity summary per Public Project Checklist. The agency shall submit a draft of their project specs for work off of UPRR ROW (UPRR specs will be used for all work on UPRR property). A site visit will be scheduled once the horizontal geometry, vertical geometry and phasing plans are at an acceptable level for the 25% site visit by UPRR.

**30% Plans** - Plans are updated to include 25% site review comments.

**90% Plans** - All UPRR significant comments have been incorporated into plans. Project specs and special conditions are finalized or nearly finalized. Site visit is scheduled (as needed).

**100% Plans** – Minor comments remain. Plans will be updated from 100% to "Issued for Construction" once final approval has been given by UPRR. Once UPRR has issued an approval of the plans, no further changes to the plans shall be made during design or construction unless revisions are submitted to UPRR for review and subsequently approved.

### General Notes:

1. This document is subject to revisions at any time.
2. Allow 6-8 weeks for each plan review and ensure that your projects schedule accounts for all of the multiple submittals for each milestone based on the above table.
3. Public Project Checklist must be used and submitted with plans.
4. Plans must use UPRR line styles, and drawing symbology. A .Zip file is available (UPRR Standards.zip) with seed files, cell library, fonts, title blocks etc. Please contact your projects MIPP to obtain these files.
5. UPRR General Conditions and Specifications will be provided to the agency when the plans reach 25% or higher. UPRR requires these to be included in the projects bid package and used for all work on UPRR ROW. The provided specifications must be

## Public Projects – Plan Submittal Guidelines

Revised January 3, 2019

used in their original format. Editing, merging or modifying UPRR Specifications is prohibited.

6. Required plans size is 11x17 at 1"=100 or 1"=200'.
7. For a full updated copy of the Union Pacific Track Standards, please contact:
  - i. Alex Nigro - 402-898-6435 - [alex.nigro@taylorcommunications.com](mailto:alex.nigro@taylorcommunications.com)

### Shoofly Plan Format

- Plan & Profile
  - Detailed Plan and profile sheets for each major phase.
    - Typically this involves 2 sets of plan & Profiles or more.
      - First is the construction of the shoofly and shift to the new track.
      - Second is the shift back to existing mainline.
- Phasing Plans (See Exhibit-A at for example plan)
  - Include a basic schematic of the track for each phase as well as a breakdown of the construction activities and who is doing each activity on complex projects (UPRR or Contractor).
  - Each construction step should be noted
  - Linework should show existing track, track shifts, removals and proposed track for that phase.

### General Items to Include in Plans:

- Plans must incorporate UPRRs General Notes. A cad file is available with the notes for easy reference.
- Scale, North Arrow, Revision Block should be present on each sheet.
- The Title block should include - Subdivision, Milepost Limits, City, State, Project Description, Sheet Contents, Sheet Numbers shown on each sheet
- Quantity Summary Table shall be included. Template is available on the [UPRR website](#). See example below:

## Public Projects – Plan Submittal Guidelines

### Revised January 3, 2019

Quantity Summary Table - Work by Contractor			
Task/ Item Description	Quantity	Unit	Material Source
Clearing and Grubbing	9.2	Acre	Contractor
Hydro Seeding	5	Acre	Contractor
Excavation	23,052	CY	Contractor
Sub-Excavation (Unsuitable Material)	6,365	CY	Contractor
Replace Subexcavation with Approved Compacted Fill Material	6,365	CY	Contractor
Fabric - Geotextile - furnish & place	4,000	SY	Contractor
"B" Stone - furnish & place	800	CY	Contractor
Subballast - Furnish, Place and Compact	11,880	CY	Contractor
Hot Mix Asphalt - Furnish & place	75	Ton	Contractor
Storm Water Pollution Prevention and Erosion Control (SWPPP)	1	LS	Contractor
Traffic Control - Signs & Barricades	1	LS	Contractor
Grading - Earthen Bumper	1	EA	Contractor
24" CMP	45	LF	Contractor
Removal of 24" RCP	255	LF	Contractor
Walkway Ballast	36	CL	Contractor
Siding Track - 136# CWR ISHH, Wood ties	2683	TF	Contractor
Remove TO: #9	1	EA	Contractor
Remove Track	4359	TF	Contractor

Quantity Summary Table - Work by UPRR			
Task/ Item Description	Quantity	Unit	Material Source
Mainline Track - 136# CWR ISHH, Wood ties	3213	TF	UPRR
Siding Track - 136# CWR ISHH, Wood ties	254	TF	Contractor
Shift Siding Track - 50% Tie Replacement	318	TF	UPRR
Turnout - #9 HTTO 136# ISHH, Wood ties, SMSG FROG	6	EA	Contractor
Derail - 136# Hayes sliding w/ crowder	1	EA	Contractor
Transition Rail - 136# new to 136# worn	4	PR	UPRR
Transition Rail - 136# new to 141# worn	2	PR	UPRR
Concrete Crossing 136# (9W)	32	TF	UPRR
Remove Crossing (9W)	24	TF	UPRR
Remove TO: #7	1	EA	UPRR
Remove Track	251	TF	UPRR

**Public Projects – Plan Submittal Guidelines**

Revised January 3, 2019

**Plan:**

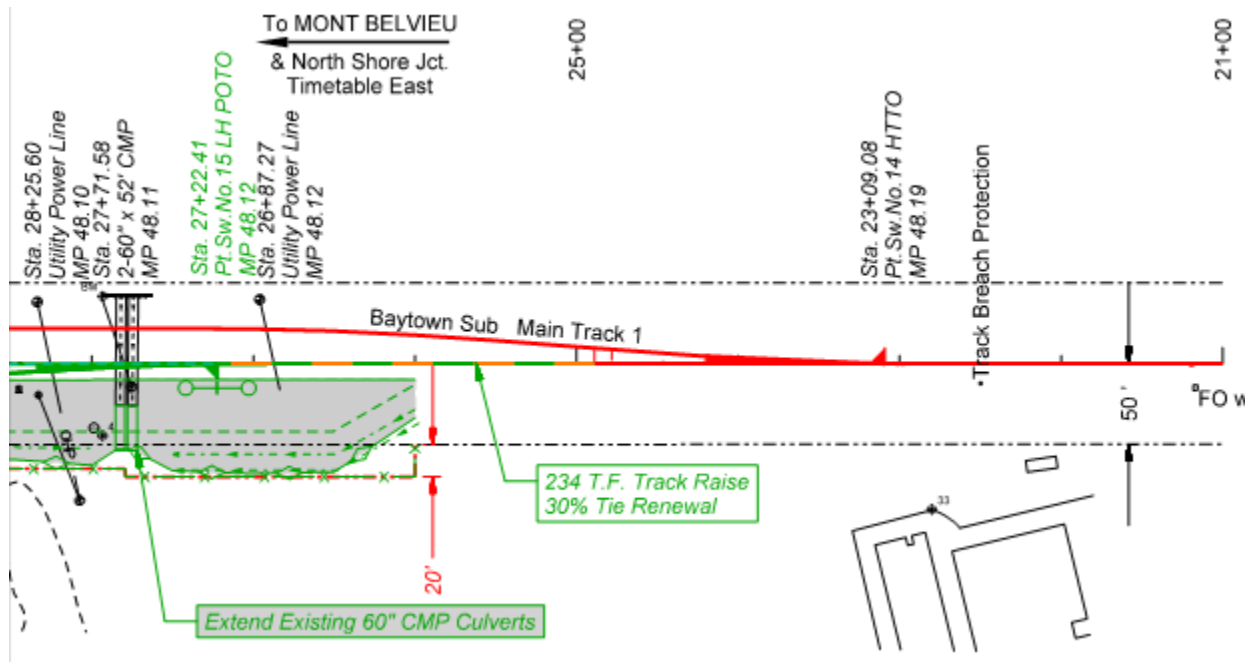
- Refer to the “UPRR Standards.zip” for linestyles, symbols, drawing symbology etc.  
Plans need to be printed and submitted in color (No photocopies).
- The following labels must appear on the plan sheets, including but not limited to:
  - Track numbers
  - Time table direction and station
  - Stationing along main track
  - Named utilities
  - Right-of-Way dimensioned to Main Track 1
  - Mileposts
  - Rail weights& tie type
  - Track center dimensions
  - Horizontal clearances
  - Construction notes

*Plan requirements continued on the following page...*

## Public Projects – Plan Submittal Guidelines

Revised January 3, 2019

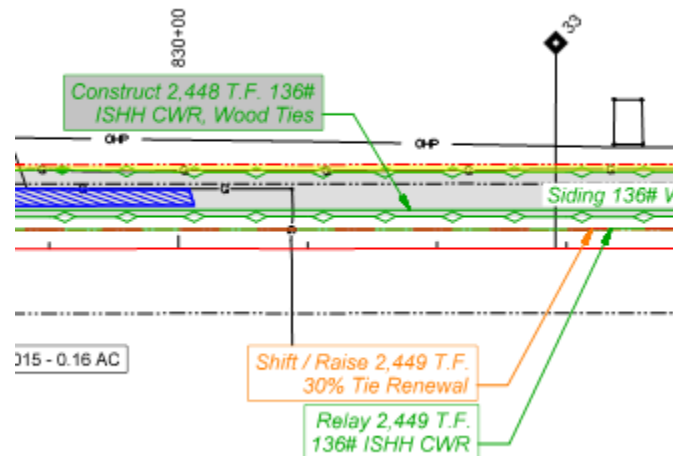
- Items that would impact the grading or track design should be located and labeled to include station, description and if directly track-related include MP. See example below.
  - Turnout: Sta. 137+87.22 No.15 RH POTO  
MP 589.88
  - Culvert: Sta. 133+60.00 3-60"x80' SSP  
MP 581.02
  - Crossing: Sta. 132+87.37 CL Private Crossing  
24' Timber DOT# 596512V  
MP 581.78
  - Bridge: Sta. 72+84.47 NBW TPGOD – 50'  
MP 580.64
  - Utility Xing: Sta. 180+65 Underground Telephone
  - Alignment: Cardinal Point (PC, PT, PS,PSC, PCS, etc.), Station
  - Horizontal Curve Data (Degree of Curve, Curve Length Total Delta, Spiral length, Super-elevation, Design Speed)



## Public Projects – Plan Submittal Guidelines

Revised January 3, 2019

- Construction Notes required for track plans. All track items require material, quantity, and By UPRR/Contractor. It is preferred that the note color correspond with the color of the element. Use a shaded construction note for Contractor work, unshaded box for UPRR work. See example below.
  - Construct Track: Construct 1,110 TF  
136# ISHH CWR, Wood  
By UPRR/Contractor
  - Install Turnout: Install No.15 LH POTO SPRG  
136#, Wood, Switch Stand Inside, HST  
By UPRR/Contractor
  - Install Crossing: Install 60' Concrete Crossing (10W)  
By UPRR/Contractor
  - Remove Track: Remove 330 TF  
By UPRR/Contractor
  - Shift: Shift 92 TF  
50% Tie Renewal  
By UPRR/Contractor



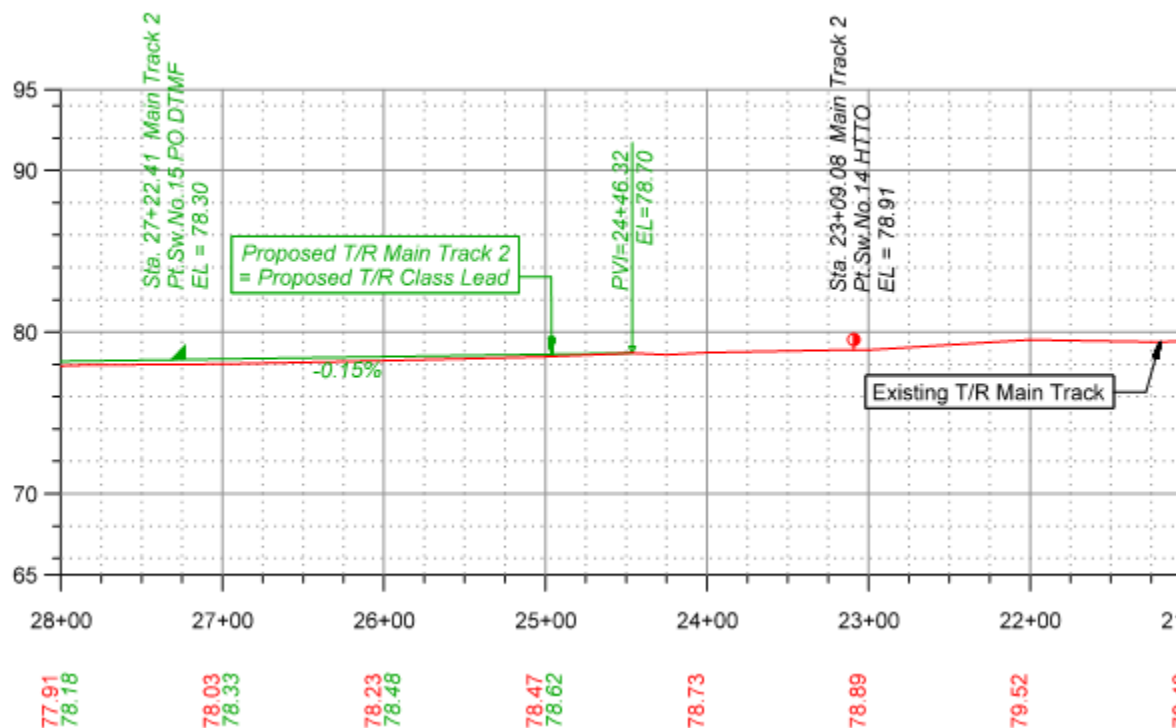


# Public Projects – Plan Submittal Guidelines

Revised January 3, 2019

## Profile:

- The following items and associated annotation are required to be shown in a top of rail profile:
  - Existing T/R (Red) – Elevation every 100', Label Track
  - Proposed T/R (Green) – Elevation every 100', Label Track
  - Proposed Vertical Curve Data – Crest/Sag, L=XXX', V/L=x.xx, PVI, PVC, PVT
  - Existing ground surface
  - Proposed ditch flowline (if applicable)
  - Turnouts & Derails (Point of Switch) – Symbol marking location, Station & Elevation
  - Bridge Backwalls – Station, T/R Elevation and MP
  - Culverts - Station, T/R Elevation and MP (at centerline)
  - Overhead & Underground Utilities - Station, T/R Elevation, utility elevation and MP (at centerline)
  - Road Crossings - Station, T/R Elevation and MP (at both edges of crossing)
- Existing Top of Rail should be shown and labeled 1000' on each side of structure or 200' past the end of the proposed project. – Whichever is greater.
- See Std Dwg 0016 – Vertical Curve Design for UPRR design criteria.

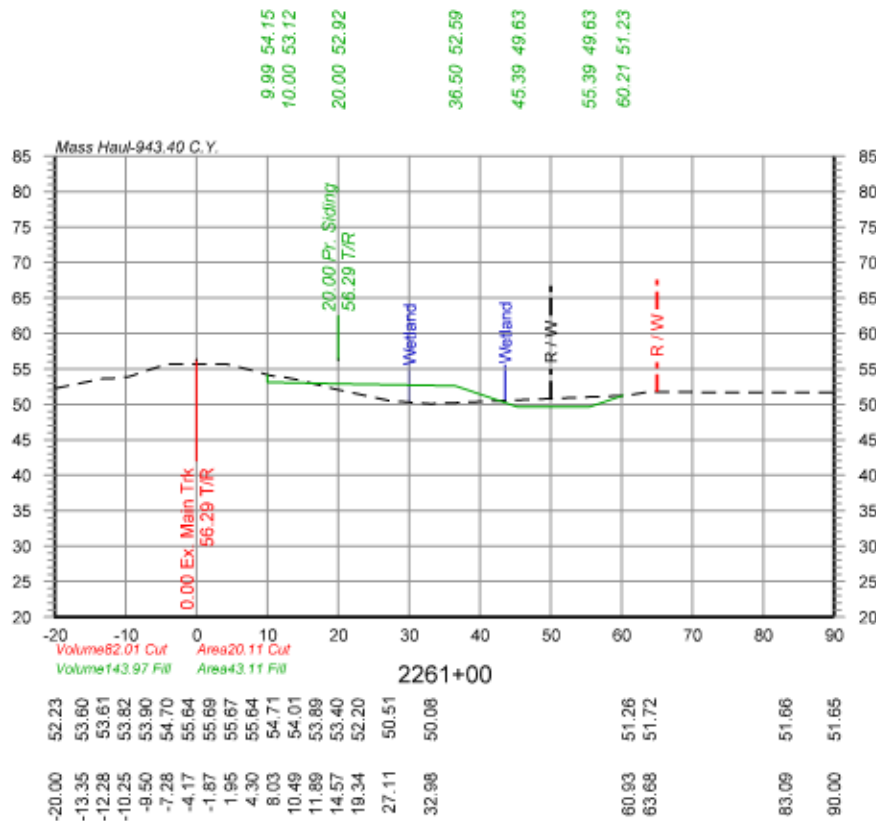


# Public Projects – Plan Submittal Guidelines

Revised January 3, 2019

## Cross Sections:

- Cross sections should show positive drainage and should represent the standard track section.
- Cross sections should be cut along the main track (0 or center of section is existing track) for the length of the proposed modified grading and 200' beyond in each direction.
- Items that need to be shown include (but not limited to):
  - Existing Ground Surface - Elevation and Offset at Break Points
  - Proposed Subgrade surface – Elevation and Offset at Break Points
  - Existing Track – Name, Offset, T/R Elevation
  - Proposed Track – Name, Offset, T/R Elevation
  - R/W – Feature Line, Offset
  - Utilities – Offset, Utility Elevation, T/R Elevation
  - Drainage structures (Culverts, Drains etc.) - Offset, Utility Elevation, T/R Elevation



**Public Projects – Plan Submittal Guidelines**

Revised January 3, 2019

**Typical Sections:**

- Typical Sections should detail the track section and generally show the intended work for the length of the project and should match sections in UPRR Std. drawings 0001, 0002, and 0003 except where deviations are completely necessary.
- See Std Dwg 0001, 0002, and 0003 for Standard Track Sections and UPRR Design Criteria.

**Misc. Details (As needed):**

- Grade Crossing Detail, Plan & Profile
- Drainage Details

# ATTACHMENT B

4.a

Project Name/ Date:

Union Pacific Railroad - Public Projects Check Sheet

This check sheet must be filled out and included with all plan submittals. **Any requested exceptions must be submitted in a separate document with details regarding the necessity of the exemption requested.**

Yes/ No/NA	Description	Plans %	Comment
<b>General</b>			
	UPRR standard line styles & Symbols are used.	10%	
	Consultant has reviewed and acknowledged the Public Project Guidelines document.	10%	
	Scale, North Arrow are present on each sheet.	10%	
	Title block - Sub., MP Limits, City, State, Project Desc., Sheet Contents & Numbers shown on each sheet.	10%	
	Remove "Office of Assistant Vice President Engineering Design" from all title blocks & title sheet.	10%	
	Plans are based on survey Data. Datum is indicated on plans.	10%	
	Industries will remain connected during all phases.	10%	
	Submittal % and Date shown on plans. Note UPRR will determine plan % during plan review.	10%	
	Mainline stationing should coincide with VAL map stationing if available.	10%	
	Provide project schedule with each submittal.	10%	
	Provide electronic CAD design files with each submittal.	10%	
	UPRRs general notes are incorporated into plans. (available in .cel files found in UPRR Std. files)	25%	
	PUC requirements shown and noted in plans.	25%	
	Include Note: UPRR General Conditions and Specifications will be followed unless project specifications exceed and deviations are approved by UPRR Engineer.	25%	
	Note UPRR specifications will be used in their entirety, in their original format for all work on UPRR ROW. Any additional project specifications must be submitted for review.	25%	
	Submit Geotechnical report for UPRR review	25%	
	Plans include Quantity Summary table separated out by UPRR & Contractor. Template is available on the UPRR website	25%	
	25% site review is complete, plans are submitted with site review comments incorporated.	30%	
	Plans clearly indicate who is providing materials (UPRR or Contractor)	30%	
	Project Specifications submitted along with plans for review	90%	
	Plans incorporate all of UPRR comments.	90%	
<b>Plan View</b>			
	Ex. Tracks labeled with zts numbers and Prop. tracks with alpha-numeric names (EX: Track A, Track B)	10%	
	Each track must have its own plan and profile sheet	10%	
	Plan sheets shown and organized by phase	10%	
	Tangent distances meet requirements per STD DWG's 0018.	10%	
	Facing Point Turnout distances meet requirements per STD DWG's 0017.	10%	
	Degree of curve and stationing of PS, PSC, PCS & PT labeled on all curves.	10%	
	Horizontal curves are concentric.	10%	
	Superelevation and spirals calculated per UPRR STD DWG's 0021, 0023 & 0019 (1" Freight, 3" Pass.)	10%	
	Horizontal curve lengths are equal to or greater than 100'.	10%	
	Curve degree & length, superelevation, spiral length shown on plan view near each corresponding curve.	10%	
	Edge of crossing to point of switch is greater than 120' (300' preferred).	10%	
	Point of tangent to point of switch is 200' or greater per UPRR Std. DWG 0018.	10%	
	Point of Switch to Bridge Abut. must be 500' or if the bridge has a walkway and handrail 100'. (When diverging track does not cross bridge).	10%	
	Point of Switch to Bridge Abut. is equal to or greater than 300'. (When diverging track crosses bridge).	10%	
	Bridges need 100' of tangent track past outside edge of abutment.	10%	
	Turnouts and Derails are shown and labeled per "Public Projects Guidelines" document.	10%	
	HST (Hollow Steel Ties) called out on turnouts where required per STD DWG 0080	10%	
	Turn Out Applications have been verified per STD DWG 0080.	10%	
	20' track centers needed for crossovers per STD DWG 0080.	10%	
	Derail Applications & placement have been verified per STD DWG 2000.	10%	
	Utilities are shown and labeled (Underground and overhead). Impacts are identified on plans.	10%	
	Track centers are dimensioned - 20' required for new, future or re-aligned tracks. 15' min. for temp shoofly tracks.	10%	
	Bridges are designed for 20' track centers and future(s) track as required.	10%	
	Future track locations are shown on plans.	10%	
	UPRR ROW Ex. & Prop. shown and labeled. (Dimensioned from CL of Main Track 1)	10%	
	Road crossings shown and labeled per "Public Projects Guidelines" document.	10%	
	Drainage structures shown and labeled per "Public Projects Guidelines" document.	10%	
	Existing Signals, Signal Houses or other signal equipt. is shown and labeled.	10%	
	Timetable direction and Station is shown on side of project/ sheet.	10%	
	Proposed Rail section on mainlines with curves greater than 6 degrees must be 136# HH	10%	
	All plans with temporary shooflies need to include track geometry for final alignment	10%	
	Project meets current requirements for Temporary Clearance Envelope.(See Joint BNSF Railway and UPRR Guidelines)	10%	
	Signal pads shown. (if new signals our signal houses are required)	25%	
	Wetland Impacts identified and shown.	25%	
	Buildings or structures adjacent to any track work shown and labeled.	25%	
	Construction Notes including delineation of work shown per "Public Projects Guidelines" document.	25%	
	Turnout walkways and construction pads details included.	25%	
	Existing Rail weight & tie type labeled.	25%	
	Transition Rail/ tie locations are identified on plans and are not located in horizontal curves.	25%	
	Grading Cut/ fill lines shown on plans. (refer to Abbreviations & Legend sheet for style)	25%	
	Drainage flow paths with direction arrows shown. (refer to Abbreviations & Legend sheet for style)	25%	
	Proposed Signals, Signal Houses or other signal equipt. is shown and labeled.	30%	
	Grading Cut/ fill lines include turnout pad locations, walkways and signal/ signal cabin locations	90%	
	Grading plan may be required by UPRR based on project circumstances	90%	

Attachment: Exhibit A - SBCTA\_ETT\_Procurement Strategy\_Report\_5-26-22\_Final (8605 : Tunnel to ONT - Procurement & Contract Amendments

# ATTACHMENT B

4.a

## Profile

Profiles shown above plan view for each track within the project.	25%	
Vertical curves and tangents must be 100' or greater per AREMA Chapter 5, Section 3.6	25%	
Existing Top of Rail shown 1000' on each side of structure or 200' past the end of the proposed project	25%	
Proposed and existing/shoofly top of rail Profile elevations displayed every 100'.	25%	
Road crossings shown and labeled per "Public Projects Guidelines" document.	25%	
Drainage structures shown and labeled per "Public Projects Guidelines" document.	25%	
Turnouts and Derails shown and labeled per "Public Projects Guidelines" document.	25%	
Turnouts and switchpoint Derails are outside vertical curves.	25%	
Utilities shown and labeled (Underground and overhead).	25%	
Vertical curve design (V/L) conforms to STD DWG 0016.	25%	
Retaining walls (When required and approved by UPRR) that parallel tracks are shown on the profile.	25%	
Point of Switch Elevations match on corresponding profiles.	25%	
Track raises for new underpasses are not acceptable.	25%	
Vertical grade changes within shifts/ tie ins must be minimized or eliminated.	25%	

## Typical Sections

Typical Sections coincide with UPRR STD DWG 0001, 0002 and or 0003.	25%	
Shoofly, temporary and or final alignment sections shown.	25%	
Typical sections shown cover the entire project (Verify stationing)	25%	

## Phasing

Track by track phasing schematic included with activity description notes.	25%	
Phasing narrative included with plans (See Guidelines document for Phasing plan example)	25%	

## Cross Sections

Cross sections for all phases should typically reference existing mainline stationing.	25%	
Cross Sections of entire project and 200' past the end of project are shown.	25%	
Show UPRR ROW & any construction easements.	25%	
Top of Rail elevations match profile.	25%	
Impacting utilities are shown (Include special sections if needed).	25%	
Prop. and Ex. Top of Rail, Grade Breaks and Ditch Flowline elevations shown per "Public Projects Guidelines" document.	25%	
Ditch drainage has been verified & shown using flow arrows.	25%	
Special sections needed at roadways, drainage structures and other key points are shown.	90%	

Date: 7/30/2019

Attachment: Exhibit A - SBCTA\_ETT\_Procurement Strategy\_Report\_5-26-22\_Final (8605 : Tunnel to ONT - Procurement & Contract Amendments

## General Contract Information

Contract No: 21-1002452 Amendment No.: 1Contract Class: Payable Department: TransitVendor No.: 01022 Vendor Name: HNTB CorporationDescription: Project/Construction Management Services for Emerging Technology Tunnel to Ontario

List Any Related Contract Nos.: \_\_\_\_\_

Dollar Amount							
Original Contract		\$	26,940,428.00	Original Contingency		\$	907,511.0
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	166,070.00	Prior Contingency Released (-)		\$	(166,070.0
Current Amendment		\$	1,100,000.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	28,206,498.00	Total Contingency Value		\$	741,441.0
	Total Dollar Authority (Contract Value and Contingency)					\$	28,947,939.0

## Contract Authorization

Board of Directors \_\_\_\_\_ Date: 7/6/2022 \_\_\_\_\_ Committee \_\_\_\_\_ Item # \_\_\_\_\_

## Contract Management (Internal Purposes Only)

Other Contracts \_\_\_\_\_ Sole Source? No \_\_\_\_\_ Administrative Budget Adjustment \_\_\_\_\_

State \_\_\_\_\_ Construction Management \_\_\_\_\_ N/A \_\_\_\_\_

## Accounts Payable

Estimated Start Date: 7/6/2022 Expiration Date: 12/31/2025 Revised Expiration Date: \_\_\_\_\_NHS: No QMP/QAP: Yes Prevailing Wage: Yes

							Total Contract Funding:		Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$		\$
GL: 1050	30	0315	0337	52005	42218001		STA Rail	10,341,180.00		741,441.00
GL: 1050	30	0315	0337	52005	42218001		STA Rail (TBD)	17,865,318.00		-
GL:								-		-
GL:								-		-
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GL:								-		-
GL:								-		-

Carrie Schindler

Project Manager

Carrie Schindler

Task Manager

Additional Notes:

Attachment: CSS - Revised - 10-05-2021 [Revision 2] (8605 : Tunnel to ONT - Procurement &amp; Contract Amendments (Legal and PCM))

# AMENDMENT NO. 1 TO CONTRACT 21-1002452

## FOR

### PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT SERVICES FOR EMERGING TECHNOLOGY TUNNEL TO ONTARIO INTERNATIONAL AIRPORT

(HNTB CORPORATION)

This AMENDMENT No. 1 to Contract No. 21-1002452 (“Amendment”) is made by and between San Bernardino County Transportation Authority (“SBCTA”) and HNTB Corporation (“CONSULTANT”). SBCTA and CONSULTANT are each a “Party” and collectively are “Parties” herein.

#### RECITALS:

- A. SBCTA, under Contract No. 21-1002452, engaged CONSULTANT to provide project management/construction management services for the Emerging Technology Tunnel to Ontario International Airport Project (“Contract”); and
- B. SBCTA and CONSULTANT desire to amend the Contract to increase the number of borings included in the scope of work for Additional Geotechnical Investigations, as shown in Exhibit A.1, Scope of Work, attached hereto.

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, the Parties agree to amend Contract No. 21-1002452 as follows:

1. **ARTICLE 3.10 “COMPENSATION”** is deleted and replaced in its entirety to read as follows:  
  
The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed \$28,206,498.00; the amount payable for work authorized under Notice to Proceed 1 shall not exceed \$10,341,180.00.
2. The Scope of Work for Contract No. 21-1002452 (Exhibit “A”) shall be amended to include the additional services described in Exhibit A.1 to this AMENDMENT No.1, which shall augment the original Scope of Work.
3. The Recitals set forth above are incorporated herein by this reference.
4. Except as amended by this AMENDMENT No. 1, all other provisions of Contract No. 21-1002452 shall remain in full force and effect.
5. This AMENDMENT No. 1 shall be effective upon execution by SBCTA.

IN WITNESS WHEREOF, the Parties have duly executed this AMENDMENT No. 1 below.

**HNTB CORPORATION**

By: \_\_\_\_\_  
Kevin A. Haboian  
Senior Vice President  
Principle-In-Charge

Date: \_\_\_\_\_

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Curt Hagman  
President, Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

Date: \_\_\_\_\_

**CONCURRENCE:**

By: \_\_\_\_\_  
Shaneka M. Morris  
Procurement Manager



**Exhibit A.1**  
**SCOPE OF WORK (SOW)**  
**Tunnel Connection to**  
**Ontario International Airport**

**OVERVIEW**

*Additional Geotechnical Investigations*

As part of the previous work conducted by the Consultant to develop a Conceptual Tunnel Study for Development of Infrastructure Developer Contract Technical Specifications, laboratory testing on representative soil samples from five (5) geotechnical borings were performed along the proposed tunnel alignment in order to identify “known unknowns” by initial characterization of 1) potential adverse ground conditions, and 2) ground conditions at critical existing and proposed structures.

As subsurface conditions are a major risk for any underground construction, and may potentially lead to unforeseen conditions that are encountered during construction, leading to significant delays and claims, thirty (30) additional borings will be performed to further assess the geotechnical conditions of the site of the Project. These additional borings will supplement the five (5) borings performed as part of the original Contract scope. The supplemental borings will be drilled using a hollow stem auger and sampled using standard penetration test equipment for visual identification and laboratory classification testing. The goal of this supplemental investigation program is to provide greater confidence to Project proposers regarding the anticipated subsurface conditions within the influence zone of the proposed tunnel alignment and stations. Additional sampling and testing may be required if contaminated soil is encountered in any of the proposed borings. A preliminary map of the proposed supplement boring locations is provided as Attachment A. The exact locations of these borings are subject to change based on access, permitting, traffic control, etc. The anticipated spacing between borings is roughly 500 to 1,000 feet.

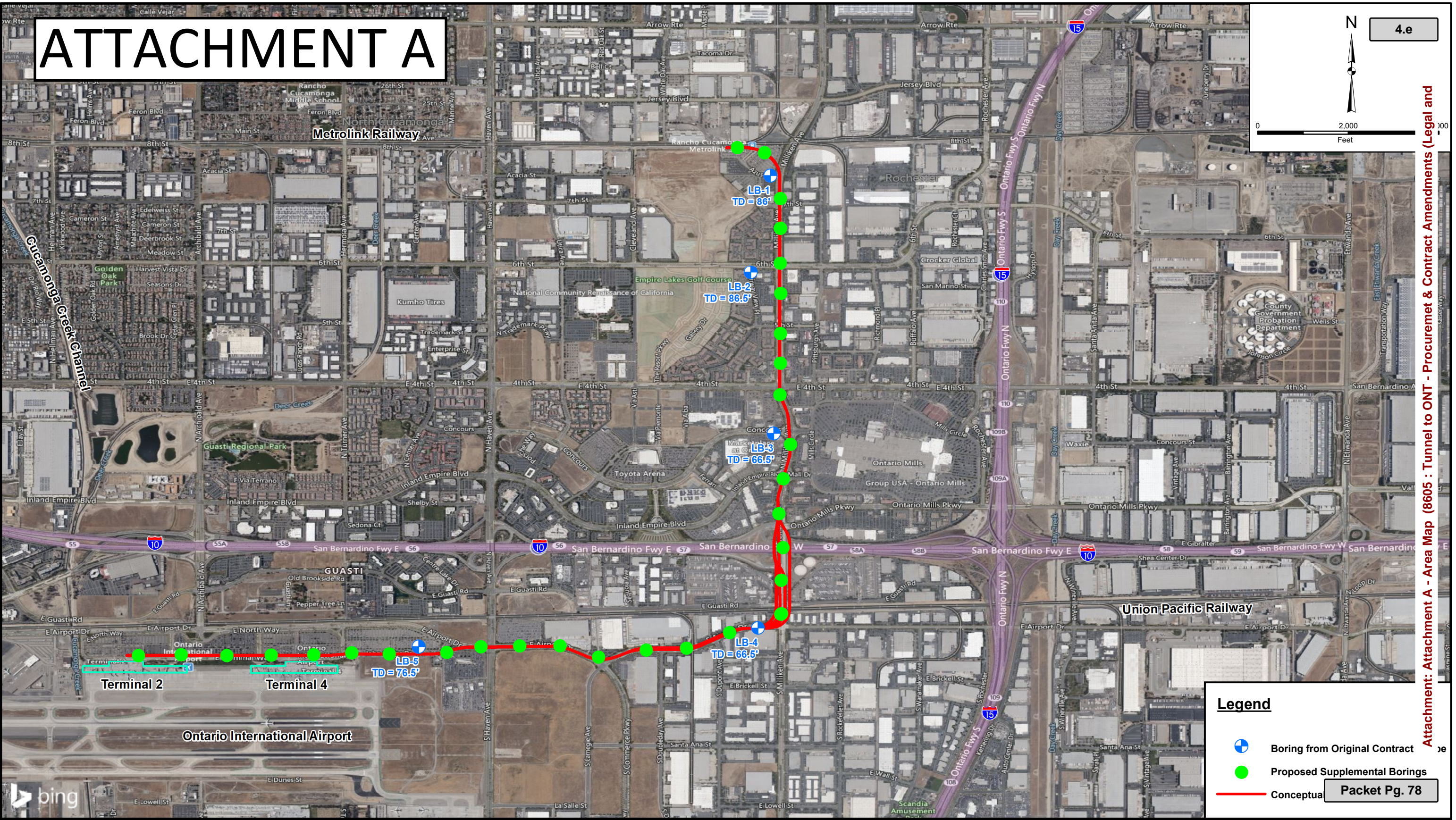
These additional borings will include, but not be limited to, the following activities:

- Collect geologic map and bore hole data within the Proposed Project corridor from publicly available sources, including SBCTA, ONT Airport, County of San Bernardino, City of Rancho Cucamonga, City of Ontario, Metrolink, MWD, Caltrans and UPRR.
- Prepare subsurface geotechnical profile and transverse sections at critical ancillary facilities along the corridor.
- Identify seismic design parameters for the Proposed Project corridor for use with California Building Code and Caltrans seismic design criteria.
- Identify potential subsurface risks for tunneling and station construction.
- Identify data gaps.
- Prepare technical memorandum summarizing geotechnical desktop study and next steps.

The proposed location of the additional borings are identified in the area map provided in Attachment A.



# ATTACHMENT A



Attachment: Attachment A - Area Map (8605 : Tunnel to ONT - Procurement & Contract Amendments (Legal and



## Contract Summary Sheet

4.f

## General Contract Information

Contract No: 21-1002451 Amendment No.: 3

Contract Class: Payable Department: Transit

Vendor No.: 01190 Vendor Name: Kaplan, Kirsh & Rockwell, LLP

Description: Legal and Program Management Services for the Tunnel Connection to the Ontario International Airport

List Any Related Contract Nos.: \_\_\_\_\_

Dollar Amount							
Original Contract		\$	100,000.00	Original Contingency		\$	-
Prior Amendments		\$	900,000.00	Prior Amendments		\$	-
Current Amendment		\$	900,000.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,900,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	1,900,000.00

## Contract Authorization

Board of Directors Date: 7/6/2022 Committee Item # \_\_\_\_\_

## Contract Management (Internal Purposes Only)

Other Contracts \_\_\_\_\_ Sole Source? No Administrative Budget Adjustment \_\_\_\_\_

State/Local \_\_\_\_\_ Professional Services (Non-A&E) \_\_\_\_\_

## Accounts Payable

Estimated Start Date: 6/25/2020 Expiration Date: 6/25/2025 Revised Expiration Date: \_\_\_\_\_

N/A N/A N/A

							PA	Total Contract Funding:		Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	Level	Revenue Code Name	\$	1,900,000.00	\$	-
GL: 1050	30	0315	0337	52200	42218001	-	State Transit Assistance	950,000.00	-	-	-
GL: 1080	30	0315	0337	52200	43022000	-	Rail Assets	950,000.00	-	-	-
GL: -	-	-	-	-	-	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	-	-	-	-	-
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GL: -	-	-	-	-	-	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	-	-	-	-	-

Victor Lopez

Victor Lopez

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Note PM change.

Attachment: CSS-Amendment No. 3 Contract No. 21-1002451 [Revision 2] (8605 : Tunnel to ONT - Procurement &amp; Contract Amendments (Legal

**AMENDMENT NO. 3 TO CONTRACT NO. 21-1002451**  
**BETWEEN**  
**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**KAPLAN, KIRSCH & ROCKWELL, LLP**  
**FOR**  
**LEGAL ADVISEMENT SERVICES FOR PROCUREMENT OF TUNNEL BETWEEN**  
**ONTARIO INTERNATIONAL AIRPORT AND SAN BERNARDINO METROLINK LINE**

This Amendment No. 3 to Contract No. 21-1002451 is made by and between the San Bernardino County Transportation Authority ("SBCTA") and the firm of Kaplan, Kirsch & Rockwell, LLP ("ATTORNEY")

**RECITALS**

- A. SBCTA, under Contract No. 21-1002451, engaged ATTORNEY to provide legal services relating to procurement of a tunnel between Ontario International Airport and the San Bernardino Metrolink Line ("Contract"); and
- B. On October 1, 2020, SBCTA and ATTORNEY entered into Amendment No. 1 to increase the Contract not-to-exceed amount to \$950,000.00.
- C. On January 26, 2022, SBCTA and ATTORNEY entered into Amendment No. 2 to increase the Contract not-to-exceed amount to \$1,000,000.00.
- D. SBCTA and ATTORNEY desire to amend the Contract to add \$900,000.00 to the contract amount.

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

- 1. Article 3, Compensation, is amended as follows:

Section 3.1 is deleted in its entirety and replaced with:

“The total Not-To-Exceed Amount is One Million Nine Hundred Thousand Dollars (\$1,900,000) for Services to be provided under this Contract. SBCTA shall compensate ATTORNEY for Services performed pursuant to the rates set forth in Exhibit ‘B’, Attorneys’ Fees and Charges. The hourly rates identified in Exhibit ‘B’ shall remain fixed for the term of this Contract and include ATTORNEY’s direct labor costs, indirect costs, and profit. All costs and expenses shall be reimbursed for the amounts identified in Exhibit ‘B’. SBCTA will not reimburse for any expenses not shown in Exhibit ‘B’. It is unknown how said procurement may unfold; given those uncertainties and variabilities, ATTORNEY does not agree that it can complete the Services within the Not-To-Exceed Amount. However, if the total cost of the Services approaches the Not-To-Exceed figure, ATTORNEY will notify SBCTA so that SBCTA and ATTORNEY can prepare

a written amendment to this Agreement increasing the Not-To-Exceed Amount.”

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

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

**KAPLAN, KIRSCH & ROCKWELL, LLP**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Brent Butzin, Partner

By: \_\_\_\_\_  
Curt Hagman, President Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Julianna K. Tillquist, General Counsel

Date: \_\_\_\_\_

CONCURRENCE:

By: \_\_\_\_\_  
Shaneka M. Morris, Procurement Manager

Date: \_\_\_\_\_

## ***Minute Action***

### AGENDA ITEM: 5

***Date:*** June 9, 2022

***Subject:***

Preview of the Hearing to Consider Resolutions of Necessity for Property Interests for the West Valley Connector Project

***Recommendation:***

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

A. Conduct public hearings to consider condemnation of interests in real property described more particularly in each of the Resolutions of Necessity described below (referred to below collectively as the “Subject Property Interests”), which are required for the West Valley Connector Project.

B. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-154 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Jaswant Kaur Bir, Surviving Trustee of The Raghbir & Jaswant Bir Family Living Trust, dated March 27, 2015 (APN 1048-512-29). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

C. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-160 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by John Roubian, a married man, as his sole and separate property (APN 1049-093-03 & 04). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

D. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-003 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by John D. Roubian, II, a married man, as his sole and separate property (APN 1049-093-06). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

E. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-004 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Deborah Y. Cagle (APN 1049-094-04 & 14). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

F. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-005 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Susan Na, Trustee or any Successor

*Entity: San Bernardino County Transportation Authority*

Trustees in Trust, for The Susan Na Revocable Living Trust, utd January 8, 1993, and any Amendments (APN 1049-063-01). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

G. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-006 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Marlena Belichesky, Trustee of the Belichesky-Filipovic Trust, dated June 23, 2006 (APN 1049-094-01 & 02). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

H. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-007 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Muhammad A. Malik (APN 1049-093-01). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

I. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-008 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Angelica Rodriguez, a single woman (APN 1049-093-07 & 09). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

J. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-009 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Phuoc Banh, a married man, as his sole and separate property; and Ky Banh, a married man, as his sole and separate property (APN 1049-066-02). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

K. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-010 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Jose Esparza, Trustee of The Jose Esparza Revocable Living Trust dated October 5, 2015 (APN 1049-093-02). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

L. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-089 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Qihua Feng, a married man, as his sole and separate property (APN 1048-523-15). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

M. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-011 authorizing and directing General Counsel, or her designees, to prepare,

commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Henry C. Kim, a single man (APN 1049-101-06 & 07). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

N. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-012 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Lino Leon & Maria Guadalupe Muniz Salas, as joint tenants (APN 1049-101-09). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

O. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-014 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Roger Alan Griffith, a married man, as his sole and separate property (APN 1049-101-11). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

P. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-015 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Jun Son Yoo, Trustee of the Jun Son Yoo Family Trust dated October 18, 2018 (APN 1049-131-05). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

Q. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-018 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Adrian Enriquez, Trustee of the Adrian Enriquez Trust, dated March 25, 1991 (APN 1049-101-05). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

R. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-019 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Daniel E. Ledesma, an unmarried man, and Raul Enrique Ladesma, Trustee of The Raul's Trust dated October 24, 1995, as to Parcels 1, 2, 4, 5, 6, 8 and 9; Raul E. Ledesma, Trustee of The Raul's Trust dated October 24, 1995, as to Parcels 3 & 7 (APN 1049-101-12, 13, 14, 15, 16, & 18). The Resolution must be approved by at least a two-thirds vote of the Board of Directors.

***Background:***

The San Bernardino County Transportation Authority (SBCTA), in cooperation with Omnitrans, and the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana, proposes to construct the West Valley Connector Project ("WVC Project"). The WVC Project is a 100% zero-emission Bus Rapid Transit ("BRT") system. It is the first stage of the San Bernardino County Zero Emission Bus Initiative and second BRT route in San Bernardino County.



The WVC Project is a proposed 35-mile-long transit improvement project that would connect the cities of Pomona, Montclair, Ontario, Rancho Cucamonga and Fontana. The WVC Project includes up to 60 station platforms at 33 locations/major intersections and associated improvements. A new operations and maintenance facility for light maintenance activities would be constructed. The WVC Project would be constructed in two phases including Phase I/Milliken Alignment, from the Pomona Regional Transit Center to Victoria Gardens in Rancho Cucamonga, and Phase II/Haven Alignment, from Ontario International Airport (ONT) to Kaiser Permanente Medical Center in Fontana. Phase I is scheduled for operation in early 2025. Construction of Phase II/Haven Alignment is scheduled to occur after the completion of Phase I when funding is available. Stations would be “rapid bus” style stations designed for fast boarding.

Phase 1 of the WVC Project is 19 miles and will upgrade a portion of existing Route 61 which runs along Holt Boulevard, adding approximately 3.5 miles as center running, dedicated bus-only lanes. There will be 21 stations in Phase 1 that will provide a much-improved transit connection to ONT and help build transit connectivity by linking ONT, two Metrolink lines (San Bernardino and Riverside), and multiple major activity centers along the route, including Ontario Mills and Victoria Gardens. Headways will be 10 minutes in the peak commute period and 15 minutes off-peak, providing a high level of service to the community.

The WVC involves use of local, state, and federal funding, including funds administered by the Federal Transit Administration (FTA). Based on the multiple funding sources, the environmental documentation was prepared jointly in compliance with both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). SBCTA was the lead agency under CEQA and FTA was the lead agency under NEPA.

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 (EIR) in compliance with CEQA for the WVC Project. Subsequently, on May 12, 2020, FTA approved the Findings of No Significant Impact (FONSI) in accordance with NEPA, which concluded the Environmental Clearance of the WVC Project. In adopting Resolution No. 20-046, the Board found that Alternative B, which was designated as the preferred alternative, would better meet the purpose of the WVC Project and need than Alternative A. The Board emphasized that the City of Ontario commissioned a Holt Boulevard Mobility and Streetscape Strategic Plan that is consistent with the proposed improvements included with Alternative B. Accordingly, the Board rejected Alternative A.

The Board further found that the benefits of the WVC Project outweigh the unavoidable environmental impacts. The Board emphasized that the WVC Project (under the approved Alternative B alternative) has significant benefits, including improved travel time and the speed and reliability of bus transit based on the proposed exclusive bus-only lanes with five center-running stations in Ontario. The WVC Project is consistent with several regional and local land-use plans, including helping to achieve the goals of Southern California Association of Governments’ (SCAG) Regional Comprehensive Plan and Regional Transportation Plan/Sustainable Communities Strategy, SBCTA’s Long-Range Transit Plan for San Bernardino Valley, goals related to improving transit opportunities in the General Plans of the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana and the counties of Los Angeles San Bernardino County Transportation Authority

and San Bernardino, and the Specific Plans, Community Plans, and Master Plans along the project corridor. Resolution No. 20-046 highlighted that the City of Ontario's Holt Boulevard Mobility and Streetscape Strategic Plan specifically reflects the WVC Project with exclusive bus-only lanes on Holt Boulevard. In addition, the WVC Project would facilitate future transit-oriented developments and mixed-use developments along the project corridor to revitalize the WVC Project area. The WVC Project is supported by Caltrans, Districts 7 and 8, and the cities along the WVC Project corridor, including Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana. Further, the Board found that the WVC Project would have economic benefits for the area, revitalize adjacent land uses along the corridor, and improve sidewalks and parkways associated with land acquisition for the widened right-of-way.

In January 2021, the Board authorized SBCTA staff and its consultants to proceed with the acquisition activities, including appraisals, appraisal reviews, negotiations, relocation assistance, property management, environmental site assessments, and building demolition in support of the right-of-way acquisition needs for the WVC Project.

The Board further authorized staff to proceed with the acquisition of the required property or property rights necessary for the WVC Project from identified property owners, including relocation assistance, demolition of existing structures, property management, disposal of excess property, and environmental testing and remediation. The Board also authorized the Director of Transit and Rail Programs to add or remove parcels from the list of properties as the Director determines from time to time are necessary for the WVC Project, provided said parcels are environmentally cleared.

The WVC Project requires that SBCTA acquire the necessary property interests expeditiously to ensure that construction can be completed within the proposed timeline to ensure that there are no costly delays or impacts to funding. Throughout the environmental and preliminary engineering process, SBCTA has made extensive efforts to plan the WVC Project in a way that minimizes the impacts of the WVC Project on properties in the WVC Project area. These efforts include minimizing impacts to parcels from which SBCTA requires certain property interests and maintaining ingress and egress from the adjacent street to the impacted properties during construction of the WVC Project. Although most of the proposed improvements are anticipated to be constructed within the existing right-of-way, SBCTA will require certain property interests to accommodate the WVC Project.

SBCTA's acquisition agents continue to negotiate in good faith, on behalf of SBCTA, with the owners of properties impacted by the WVC Project. Based on the timing of the WVC Project, however, it is necessary for SBCTA to consider the adoption of resolutions of necessity at this time to acquire the property interests necessary for the WVC Project and obtain possession of said property interests in time to ensure that the WVC Project is operational by early 2025.

Before this item comes before the Board, SBCTA will comply with applicable law and requirements for the acquisition of property for public use by eminent domain. In accordance with Code of Civil Procedure Section 1245.235, SBCTA will mail to the owners of the Subject Property Interests a Notice of Hearing regarding the intent of SBCTA to adopt a Resolution of Necessity for acquisition by eminent domain of the respective Subject Property Interests. The Code of Civil Procedure Section 1245.235 notice of hearing will be mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as San Bernardino County Transportation Authority

the owner or owners of the property of which the respective Subject Property Owners are a part. Further, in accordance with Code of Civil Procedure Section 1245.235, SBCTA will also mail a Notice of Hearing regarding the intent of SBCTA to adopt a Resolution of Necessity for acquisition by eminent domain of the respective Subject Property Interests to the Cities of Montclair, Ontario, Pomona, and Rancho Cucamonga as required by Public Utilities Code Section 130220.5(c).

The purpose of this Agenda item is for the Board to consider the information and evidence to support the findings required for the adoption of the Resolutions of Necessity to authorize the acquisition by eminent domain of the Subject Property Interests described in this report. Although the adoption of the Resolutions of Necessity is recommended for the Subject Property Interests in order to maintain the WVC Project schedule and avoid delays, SBCTA's acquisition agents will continue to negotiate with the property owners in an effort to acquire the Subject Property Interests needed through a voluntary purchase and avoid litigation in the eminent domain process.

The owners of the subject properties are:

- Jaswant Kaur Bir, Surviving Trustee of The Raghbir & Jaswant Bir Family Living Trust, dated March 27, 2015
- John Roubian
- John D. Roubian II
- Deborah Y. Cagle
- Susan Na, Trustee or any Successor Trustees in Trust, for The Susan Na Revocable Living Trust, utd January 8, 1993, and any amendments
- Marlena Belichesky, Trustee of the Belichesky-Filipovic Trust, dated June 23, 2006
- Muhammad A. Malik
- Angelica Rodriguez, a single woman
- Phuoc Banh, a married man, as his sole and separate property; Ky Banh, a married man, as his sole and separate property
- Jose Esparza, Trustee of The Jose Esparza Revocable Living Trust dated October 5, 2015
- Qihua Feng, a married man, as his sole and separate property
- Henry C. Kim, a single man
- Lino Leon & Maria Guadalupe Muniz Salas

- Roger Alan Griffith, a married man, as his sole and separate property
- Jun Son Yoo, Trustee of the Jun Son Yoo Family Trust dated October 18, 2018
- Adrian Enriquez, Trustee of the Adrian Enriquez Trust dated March 25, 1991
- Daniel E. Ledesma, an unmarried man, and Raul Enriquez Ledesma, Trustee of The Raul's Trust dated October 24, 1995 (as to Parcels 1, 2, 4, 5, 6, 8 & 9); and Raul E. Ledesma, Trustee of The Raul's Trust dated October 24, 1995 (as to Parcels 3 & 7)

### ***Support for Adoption of Resolutions of Necessity***

SBCTA is authorized to acquire property by eminent domain pursuant to the California Public Utilities Code Sections 130220.5 and 130809(b)(4). SBCTA is also authorized to acquire property for public use by eminent domain pursuant to Section 19 of Article 1 of the California Constitution, California Code of Civil Procedure Section 1230.010 et seq. (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.320, 1240.330, 1240.510, 1240.610, 1240.650 and by other provisions of law. Acquisition of the property interests by eminent domain will allow SBCTA to obtain legal rights to the properties needed for the WVC Project in cases where a negotiated sale cannot be reached. Adoption of a Resolution of Necessity authorizes SBCTA to file an eminent domain proceeding for the acquisition by eminent domain of the property interests described in each Resolution of Necessity. It is necessary to obtain authorization to commence eminent domain proceedings at this time because it can take several months to obtain possession of the Subject Property Interests needed for the WVC Project. SBCTA needs to obtain prejudgment possession in time to ensure that the WVC Project is operational by early 2025.

To adopt the subject Resolutions of Necessity, SBCTA must make the four findings discussed below for each of the property interests needed for the WVC Project in accordance with Code of Civil Procedure Sections 1240.030 and 1245.230. The issue of the amount of just compensation for each of the property interests is not addressed by these Resolutions of Necessity and is not an issue before the Board at the hearing. The four necessary findings are:

1. ***The public interest and necessity require the WVC Project;***
2. ***The WVC Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;***
3. ***The Subject Property Interests sought to be acquired are necessary for the WVC Project; and***
4. ***The offer required by Government Code Section 7267.2 has been made to the owner or owners of record.***

The four required findings are supported by the evidence set forth below.

### **1. The public interest and necessity require the WVC Project.**

The WVC Project, as planned and designed, will be a 100% zero-emission BRT system, the first stage of the San Bernardino County Zero Emission Bus Initiative and second BRT route in San Bernardino County Transportation Authority

San Bernardino County. The WVC Project is a proposed 35-mile-long transit improvement project that would connect the cities of Pomona, Montclair, Ontario, Rancho Cucamonga and Fontana. The WVC Project includes up to 60 station platforms at 33 locations/major intersections and associated improvements. The WVC Project will also construct a new operations and maintenance facility for light maintenance activities. The WVC Project will be constructed in two phases, including Phase I/Milliken Alignment, from the Pomona Regional Transit Center to Victoria Gardens in Rancho Cucamonga and Phase II/Haven Alignment, from ONT to Kaiser Permanente Medical Center in Fontana. Phase I is scheduled for operation in early 2025. Construction of Phase II/Haven Alignment is scheduled to occur after the completion of Phase I when funding is available. Stations would be “rapid bus” style stations designed for fast boarding

Phase 1 of the WVC Project is 19 miles and will upgrade a portion of existing Route 61 which runs along Holt Boulevard, adding approximately 3.5 miles as center running, dedicated bus-only lanes. There will be 21 stations in Phase 1 that will provide a much-improved transit connection to ONT and help build transit connectivity by linking ONT, two Metrolink lines (San Bernardino and Riverside) and multiple major activity centers along the route including Ontario Mills and Victoria Gardens. Headways will be 10 minutes in the peak commute period and 15 minutes off-peak, providing a high level of service to the community. The WVC Project traverses an urban corridor, and BRT stations have been located to create a comfortable, efficient transit place that fits into the community fabric. The WVC Project is in the public interest and necessity because it will create an efficient alternative to the use of personal vehicles thereby reducing the overall emissions into the environment.

The WVC is also in the public interest and necessity because it will improve travel time and the speed and reliability of bus transit based on the proposed exclusive bus-only lanes with five center-running stations in Ontario. The WVC Project is consistent with several regional and local land-use plans, including helping to achieve the goals of Southern California Association of Governments’ (SCAG) Regional Comprehensive Plan and Regional Transportation Plan/Sustainable Communities Strategy, SBCTA’s Long-Range Transit Plan for San Bernardino Valley, goals related to improving transit opportunities in the General Plans of the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana and the counties of Los Angeles and San Bernardino, and the Specific Plans, Community Plans, and Master Plans along the project corridor. Resolution No. 20-046 highlighted that the City of Ontario’s Holt Boulevard Mobility and Streetscape Strategic Plan specifically reflects the WVC Project with exclusive bus-only lanes on Holt Boulevard. In addition, the WVC Project will facilitate future transit-oriented developments and mixed-use developments along the project corridor to revitalize the WVC Project area. The WVC Project is also in the public interest and necessity because it will result in economic benefits for the area, revitalize adjacent land uses along the corridor, and improve sidewalks and parkways associated with land acquisition for the widened right-of-way.

**2. The WVC Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.**

The purpose of the WVC Project is to improve corridor mobility and transit efficiency in the western San Bernardino Valley from the city of Pomona, in Los Angeles County, to the city of Fontana, in San Bernardino County, with an enhanced, state-of-the-art BRT system (i.e., a

system that includes off-board fare vending, all-door boarding, Transit Signal Priority (TSP) optimized operating plans, and stations that consist of branded shelter/canopy, security cameras, benches, lighting, and variable message signs). The WVC Project seeks to address the growing traffic congestion and travel demands of the nearly one million people that would be added to Los Angeles and San Bernardino County by 2040 as set forth in SCAG's 2016 Regional Transportation Plan/Sustainable Communities Strategy growth forecast. Improved rapid transit along the project corridor would help Omnitrans and SBCTA achieve the long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and improve corridor safety.

The WVC Project is planned and designed to improve transit service by better accommodating existing high bus ridership. It is also planned and designed to improve ridership by providing a viable and competitive transit alternative to the automobile and improve efficiency of transit service delivery while lowering Omnitrans' operating costs per rider. Further, the WVC Project supports local and regional planning goals to organize development along transit corridors and around transit stations. Current and future population and employment conditions establish a need for higher-quality transit service. The WVC Project corridor is primarily an inter-city route that serves densely populated neighborhoods with a high percentage of transit patrons that are minority, low-income, and/or transit dependent. The WVC Project corridor includes a current high level of employment and several key activity centers. Regionally, the Inland Empire leads the six-county southern California region in growth. Current and future transportation conditions establish a need for an improved transit system. The current standard bus service has several deficiencies that do not make transit an attractive alternative to the automobile, particularly in terms of corridor travel time. Current and future travel demand is expected to accompany the projected growth in population and employment, further increasing the need for an improved transit system. Finally, transit-related opportunities exist in the WVC Project area. Current transit access to employment and intermodal centers is considered inadequate to meet current and future needs. High-quality, reliable rapid transit service is needed to deliver riders to these multiple destinations; the WVC Project would provide such a service. The WVC Project alignment passes through potential redevelopment and transit-oriented development areas and would help foster their potential for development.

The WVC Project will affect approximately 241 parcels, and will require several business and residential relocations. SBCTA held several meetings and considered alternatives to the current Alternative B design that the Board selected as the preferred alternative based on the benefits to the WVC Project corridor. The WVC Project was planned and designed in a manner to accomplish the greatest public good and cause the least private injury. SBCTA and its acquisition agents have had numerous communications with the owners of the properties impacted by the WVC Project and will work with all owners of impacted parcels to minimize the impact of the WVC Project on the subject properties and to assist those persons and businesses displaced by the WVC Project to receive applicable relocation assistance and benefits.

### **3. Each of the Subject Property Interests SBCTA seeks to acquire is necessary for the WVC Project.**

SBCTA seeks to construct the WVC Project, as planned and designed, to improve bus efficiency and reduce carbon emissions over a 19-mile segment. The WVC Project requires the acquisition

of additional right-of-way for the proposed bus way. Phase 1 of the WVC Project is 19 miles and will upgrade a portion of existing Route 61 which runs along Holt Boulevard, adding approximately 3.5 miles as center running, dedicated bus-only lanes. There will be 21 stations in Phase 1 that will provide a much-improved transit connection to ONT and help build transit connectivity by linking ONT, two Metrolink lines (San Bernardino and Riverside) and multiple major activity centers along the route including Ontario Mills and Victoria Gardens. Headways will be 10 minutes in the peak commute period and 15 minutes off-peak, providing a high level of service to the community. The WVC Project traverses an urban corridor, and BRT stations have been identified to create a comfortable, efficient transit place that fits into the community fabric. The WVC Project will create an efficient alternative to the use of personal vehicles thereby reducing the overall emissions into the environment.

Although SBCTA is constructing portions of the WVC Project within existing ROW, the WVC Project requires acquisition of the Subject Property Interests listed below and cannot be constructed without the acquisition of said Subject Property Interests:

- Jaswant Kaur Bir, Surviving Trustee of The Raghbir & Jaswant Bir Family Living Trust, dated March 27, 2015: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- John Roubian, a married man, as his sole and separate property: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- John D. Roubian II, a married man, as his sole and separate property: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Deborah Y. Cagle: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Susan Na, Trustee or any Successor Trustees in Trust, for The Susan Na Revocable Living Trust, utd January 8, 1993, and any Amendments: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Marlena Belichsky, Trustee of the Belichsky-Filipovic Trust, dated June 23, 2006: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Muhammad A. Malik: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Angelica Rodriguez, a single woman: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.

- Phuoc Banh, a married man, as his sole and separate property; and Ky Banh: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Jose Esparza, Trustee of The Jose Esparza Revocable Living Trust dated October 5, 2015: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Qihua Feng, a married man, as his sole and separate property: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Henry C. Kim, a single man: Two permanent roadway easements and two temporary construction easements are needed for construction of the WVC Project improvements.
- Lino Leon & Maria Guadalupe Muniz Salas: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Roger Alan Griffith, a married man, as his sole and separate property: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Jun Son Yoo, Trustee of the Jun Son Yoo Family Trust dated October 18, 2018: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Adrian Enriquez, Trustee of the Adrian Enriquez Trust, dated March 25, 1991: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Daniel E. Ledesma, an unmarried man, and Raul Enriquez Ledesma, Trustee of The Raul's Trust dated October 24, 1995 (as to Parcels 1, 2, 4, 5, 6, 8 & 9); Raul E. Ledesma, Trustee of The Raul's Trust dated October 24, 1995 (as to Parcels 3 & 7): A permanent roadway easement, and a temporary construction easement are needed for construction of the WVC Project improvements.

A number of parcels have constructed improvements that encroach within the public right-of-way. SBCTA is compensating the property owners for any improvements affected by the WVC Project, even in those cases where said improvements encroach in the public right-of-way.

As stated above, the public use for which SBCTA seeks to acquire the Subject Property Interests, namely street widening for bus related purposes to improve corridor mobility and transit efficiency with an enhanced, state-of-the-art BRT system, and all uses necessary or convenient thereto, will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the area (Code of Civil Procedure Section San Bernardino County Transportation Authority



1240.510). Further, the WVC Project may require the relocation of several utilities to the proposed new right-of-way area. The public use for which SBCTA seeks to acquire the Subject Property Interests, namely street widening for bus related purposes to improve corridor mobility and transit efficiency with an enhanced, state-of-the-art BRT system, and all uses necessary or convenient thereto is a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which public utility easement holders have appropriated any utility easements located in the Subject Property Interests that are affected by the WVC Project. Accordingly, SBCTA is authorized to acquire the Subject Property Interests pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

Pursuant to Code of Civil Procedure Sections 1240.510 and 1240.610, to the extent that any of the Subject Property Interests are already devoted to a public use, the use proposed by this WVC Project is a more necessary public use than the use to which the Subject Property Interests, or any portion thereof, are already devoted, or, in the alternative, are a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Subject Property Interests, or any portion thereof, are already devoted.

In addition, to the extent the Subject Property Interests, or portions thereof, are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to Code of Civil Procedure Sections 1240.320 and 1240.330. The requirements of said Sections have been satisfied and the acquisition of said substitute property is necessary for the WVC Project. The substitute property may be conveyed by SBCTA to the owner(s) of the property interests needed for the WVC Project. The substitute property may be conveyed by SBCTA to the owner(s) of the property interests needed for the WVC Project.

**4. Offers required by Section 7267.2 of the Government Code have been made to the owner or owners of record.**

SBCTA, pursuant to Government Code Section 7260 *et seq.*, obtained a fair market value appraisal of the Subject Property Interests, set just compensation in accordance with the fair market value and extended a written offer to the owners of record of the Subject Property Interests. As detailed above, SBCTA extended to the owner of record of the Subject Property Interest a written offer pursuant to Government Code Section 7267.2 to acquire the Subject Property Interests for a public use, namely public road widening and related purposes, and all uses necessary or convenient thereto. Specifically, SBCTA extended a written offer to the following record owners of the Subject Property interests:

- SBCTA extended a written offer to Jaswant Kaur Bir, Surviving Trustee of The Raghbir & Jaswant Bir Family Living Trust, dated March 27, 2015, to purchase an approximate 1,457 square foot permanent easement and impacted site improvements, as well as an approximate 13,541 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 717 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1048-512-29.

- SBCTA extended a written offer to John Roubian to purchase an approximate 1,171 square foot permanent easement and impacted site improvements, as well as an approximate 3,965 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 630 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-093-03 & 04.
- SBCTA extended a written offer to John D. Roubian, II, to purchase an approximate 1,251 square foot permanent easement and impacted site improvements, as well as an approximate 3,887 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 636 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-093-06.
- SBCTA extended a written offer to Deborah Y. Cagle to purchase an approximate 2,962 square foot permanent easement and impacted site improvements, as well as an approximate 6,970 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 660 & 668 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-094-04 & 14.
- SBCTA extended a written offer to Susan Na, Trustee or any Successor Trustees in Trust, for The Susan Na Revocable Living Trust, utd January 8, 1993, and any amendments, to purchase an approximate 1,140 square foot permanent easement and impacted site improvements, as well as an approximate 7,917 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 204 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-063-01.
- SBCTA extended a written offer to Marlena Belicheskyy, Trustee of the Belicheskyy-Filipovic Trust, dated June 23, 2006, to purchase an approximate 2,261 square foot permanent easement and impacted site improvements, as well as an approximate 2,617 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real

property located at 652 & 654 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-094-01 & 02.

- SBCTA extended a written offer to Muhammad A. Malik to purchase an approximate 1,105 square foot permanent easement and impacted site improvements, as well as an approximate 4,037 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 616 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-093-01.
- SBCTA extended a written offer to Angelica Rodriguez to purchase an approximate 1,327 square foot permanent easement and impacted site improvements, as well as an approximate 3,808 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 640 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-093-07 & 09.
- SBCTA extended a written offer to Phuoc Banh and Ky Banh to purchase an approximate 4,785 square foot permanent easement and impacted site improvements, as well as an approximate 26,283 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 444 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-066-02.
- SBCTA extended a written offer to Jose Esparza, Trustee of The Jose Esparza Revocable Living Trust dated October 5, 2015, to purchase an approximate 1,090 square foot permanent easement and impacted site improvements, as well as an approximate 4,044 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 624 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-093-02.
- SBCTA extended a written offer to Qihua Feng to purchase an approximate 551 square foot permanent easement and impacted site improvements, as well as an approximate 1,001 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection

with the construction and future maintenance of the WVC Project, from the real property located at 111 N. Monterey Avenue, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1048-523-15.

- SBCTA extended a written offer to Henry C. Kim to purchase an approximate 1,201 square foot permanent easement and impacted site improvements from APN 1049-101-06, an approximate 1,256 square foot permanent easement and impacted site improvements from APN 1049-101-07, as well as an approximate 6,445 square foot temporary construction easement with a term of twenty-four months from APN 1049-101-06, and an approximate 6,725 square foot temporary construction easement with a term of twenty-four months from APN 1049-101-07, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 736-740 & 742-745 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-101-06 & 07.
- SBCTA extended a written offer to Lino Leon and Maria Guadalupe Muniz Salas to purchase an approximate 1,269 square foot permanent easement and impacted site improvements, as well as an approximate 6,761 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 754 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-101-09.
- SBCTA extended a written offer to Roger Alan Griffith, to purchase an approximate 1,491 square foot permanent easement and impacted site improvements, as well as an approximate 15,256 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 766 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-101-11.
- SBCTA extended a written offer to Jun Son Yoo, Trustee of the Jun Son Yoo Family Trust dated October 18, 2018, to purchase an approximate 871 square foot permanent easement and impacted site improvements, as well as an approximate 13,176 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at the 930 - 932 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-131-05.

- SBCTA extended a written offer to Adrian Enriquez, Trustee of the Adrian Enriquez Trust, dated March 25, 1991, to purchase an approximate 1,160 square foot permanent easement and impacted site improvements, as well as an approximate 6,237 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 728 - 732 1/2 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-101-05.
- SBCTA extended a written offer to Daniel E. Ledesma and Raul Enrique Ledesma, Trustee of The Raul's Trust dated October 24, 1995, to purchase an approximate 1,286 square foot permanent easement and impacted site improvements from APN 1049-101-12, an approximate 795 square foot permanent easement and impacted site improvements from APN 1049-101-13, an approximate 1,457 square foot permanent easement and impacted site improvements from APN 1049-101-14, an approximate 1,570 square foot permanent easement and impacted site improvements from APN 1049-101-15, an approximate 1,123 square foot permanent easement and impacted site improvements from APN 1049-101-16, and approximate 1,282 square foot permanent easement and impacted site improvements from APN 1049-101-18, as well as an approximate 6,793 square foot temporary construction easement with a term of twenty-four months from APN 1049-101-12, an approximate 6,792 square foot temporary construction easement with a term of twenty-four months from APN 1049-101-13, an approximate 6,722 square foot temporary construction easement with a term of twenty-four months from APN 1049-101-14, an approximate 877 square foot temporary construction easement with a term of twenty-four months from APN 1049-101-15, an approximate 1,348 square foot temporary construction easement with a term of twenty-four months from APN 1049-101-16, and an approximate 5,981 square foot temporary construction easement with a term of twenty-four months from APN 1049-101-18, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 800, 810, 814, 824 & 828 E. Holt Boulevard, East of North Allyn Avenue, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-101-12, 13, 14, 15, 16 & 18.

***Incorporation of Above-Referenced Documents:***

The following documents on file with the SBCTA's Clerk's Office, which are referenced in this report, are incorporated herein by this reference:

- Resolutions of Necessity
- SBCTA Resolution No. 20-046
- Offer letter to the record owners of the Subject Property Interests
- Notice pursuant to Code of Civil Procedure Section 1245.235 to the record owners of the Subject Property Interests

## Transit Committee Agenda Item

June 9, 2022

Page 17

- Notice pursuant to Code of Civil Procedure Section 1245.235 to the Cities of Montclair, Ontario, Pomona, and Rancho Cucamonga as required by Public Utilities Code Section 130220.5(c)
- Project plans
- Environmental Documents relating to the WVC Project

***Financial Impact:***

This item is consistent with the Proposed Fiscal Year 2022/2023 Budget.

***Reviewed By:***

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

***Responsible Staff:***

Ramie Dawit, Transit and Rail Consultant - WSP

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Approved  
Transit Committee  
Date: June 9, 2022

Witnessed By:

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San Bernardino County Transportation Authority

6/3/2022

# WEST VALLEY CONNECTOR PROJECT

## RESOLUTIONS OF NECESSITY FOR PROJECT RIGHT-OF-WAY

Presenter: Ramie Dawit  
SBCTA Right-of-Way Manager

Transit Committee  
June 9, 2022



**cta**

San Bernardino County  
Transportation Authority

### SBCTA IS REQUESTED TO MAKE THE FOLLOWING FINDINGS:

1. The public interest and necessity require the proposed project
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury
3. The real property to be acquired is necessary for the project
4. The offer of just compensation has been made to the property owner

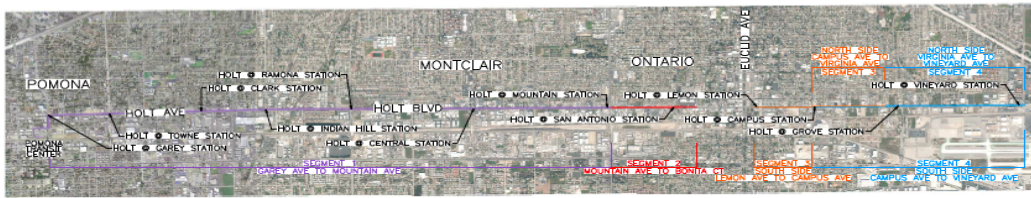


**SBCTA Request**

Attachment: RONs Committee PPT PDF (8697 : Preview of the Hearing to Consider RON for Property Interests for the WVC Project)

6/3/2022

- Connect the Pomona, Montclair, Ontario, and Rancho Cucamonga communities with improved bus service with 10-minute headways during peak hour and 15-minute headways off peak hour and with stops at the Pomona Transit Center, Ontario International Airport, Ontario Mills, Rancho Cucamonga Metrolink Station, and Victoria Gardens
- Construct 21 bus stations serving the 19-mile-long route between the Pomona Transit Center in Pomona and Victoria Gardens in Rancho Cucamonga
- Widen approximately 3.5 miles of Holt Boulevard in Ontario to accommodate dedicated bus lanes and five center-running bus stations
- Introduce transit signal priority at intersections to improve bus service
- Provide enhanced amenities for passengers at stations including bike racks and improved wayfinding signage
- Install pantograph charging to allow for use of sustainable electric bus fleet
- Construct continuous sidewalk along both sides of Holt Boulevard through the City of Ontario to improve pedestrian accessibility



**WEST VALLEY CONNECTOR  
PROJECT**  
INFORMATION ONLY DO NOT RECORD



**West Valley Connector Project**

**OWNER: BIR**



**LEGEND**

- |   |  |
|---|--|
| — SELECTED PARCEL(S)                    | — PERMANENT EASEMENT AREA              |
| — EXISTING RIGHT OF WAY                 | — TEMPORARY CONSTRUCTION EASEMENT AREA |
| — TEMPORARY CONSTRUCTION EASEMENT (TCE) | — EXISTING BUILDING/STRUCTURE          |
| — PROPOSED RIGHT OF WAY                 |  |

**PROJECT AREA**



**WEST VALLEY CONNECTOR  
PROJECT**  
INFORMATION ONLY DO NOT RECORD



**Recommendation: B**

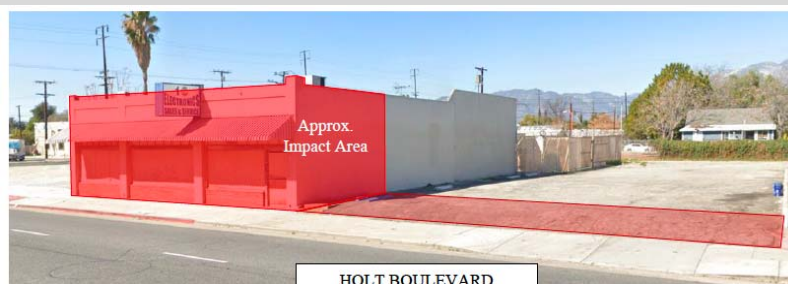


**Parcel Location**



6/3/2022

OWNER: BIR



HOLT BOULEVARD  
Approx. 15' ROW Impact  
(Facing Northwest/Northeast)



Recommendation: B



Parcel Location

OWNER: ROUBIAN



APN: 1049-093-03 & 04  
E HOLT BLVD

LEGEND

- SELECTED PARCEL(S)
- EXISTING RIGHT OF WAY
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- PROPOSED RIGHT OF WAY
- PERMANENT EASEMENT AREA
- TEMPORARY CONSTRUCTION EASEMENT AREA

PROJECT AREA



WEST VALLEY CONNECTOR  
PROJECT  
INFORMATION ONLY DO NOT RECORD

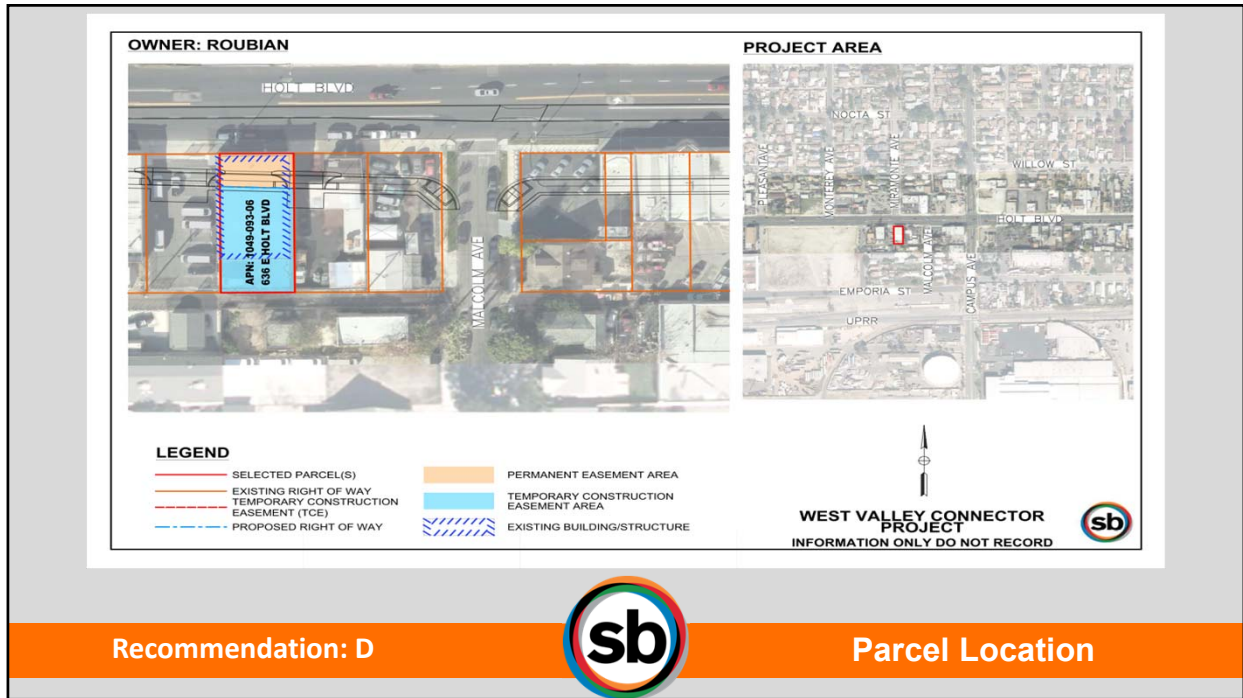


Recommendation: C

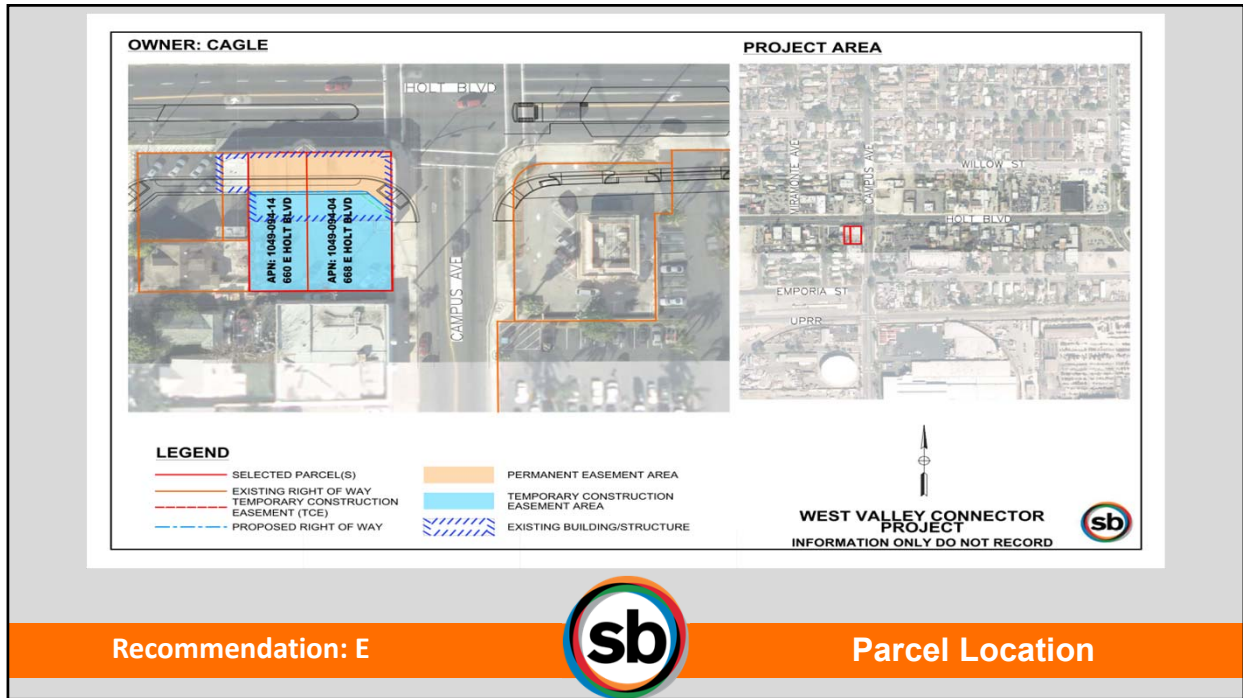


Parcel Location

6/3/2022

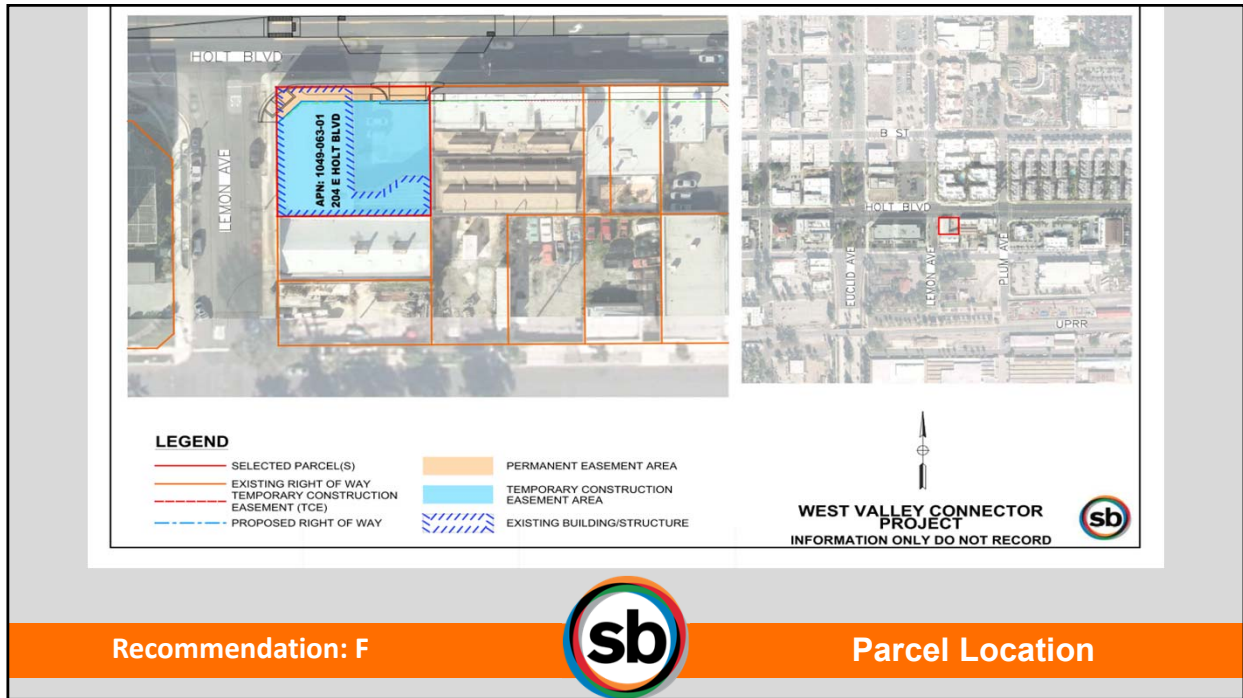


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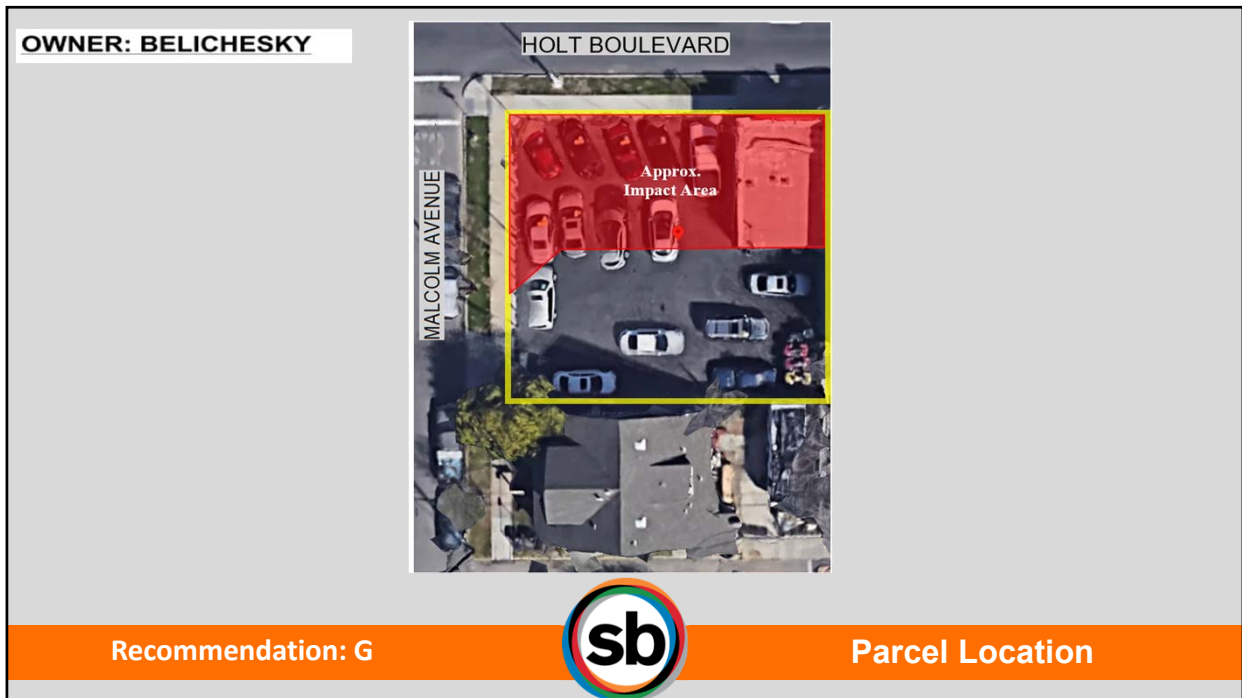
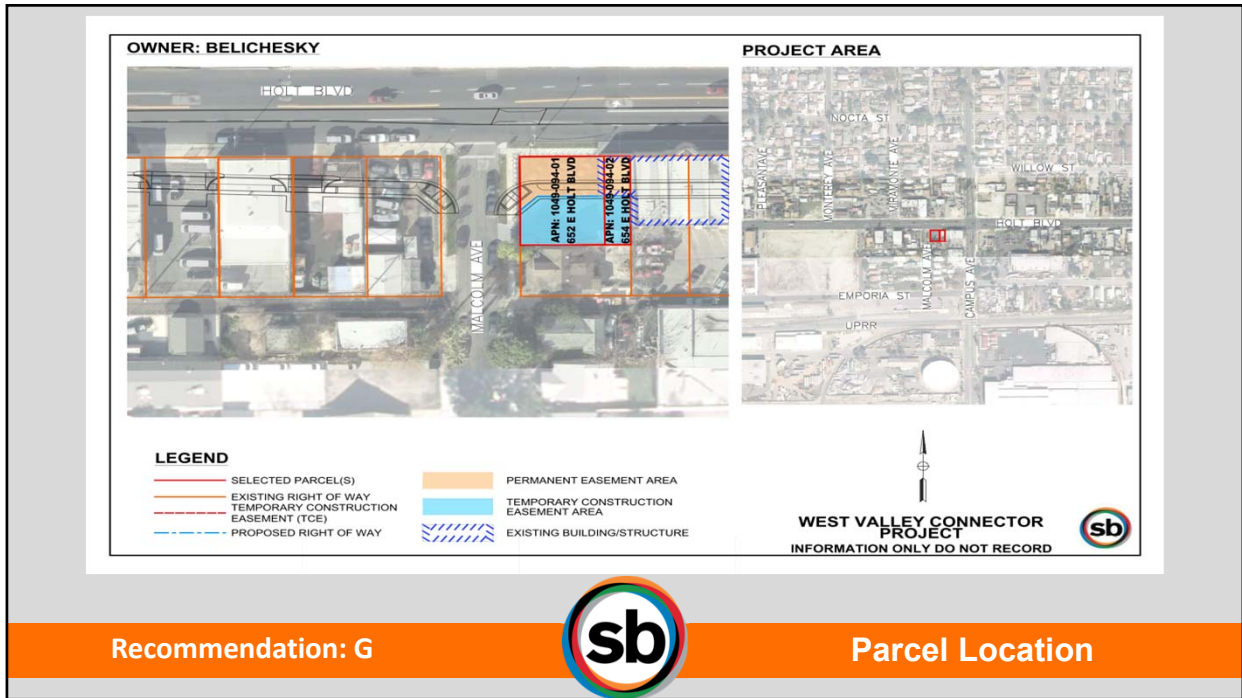




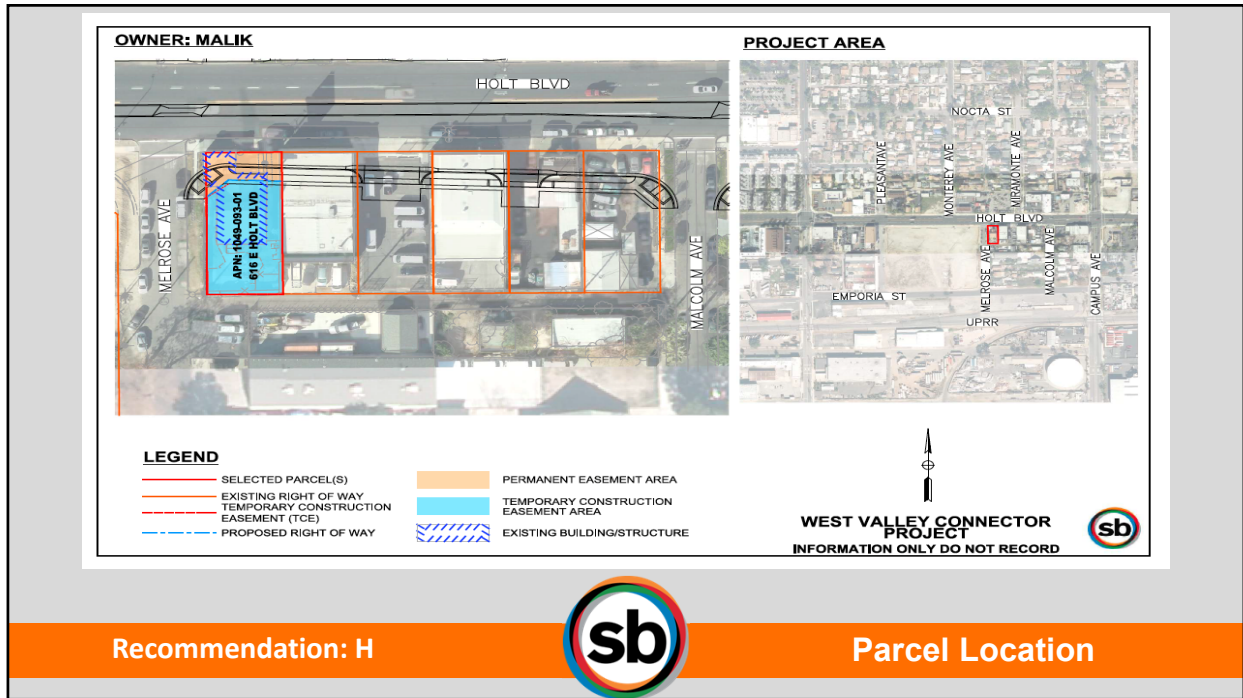
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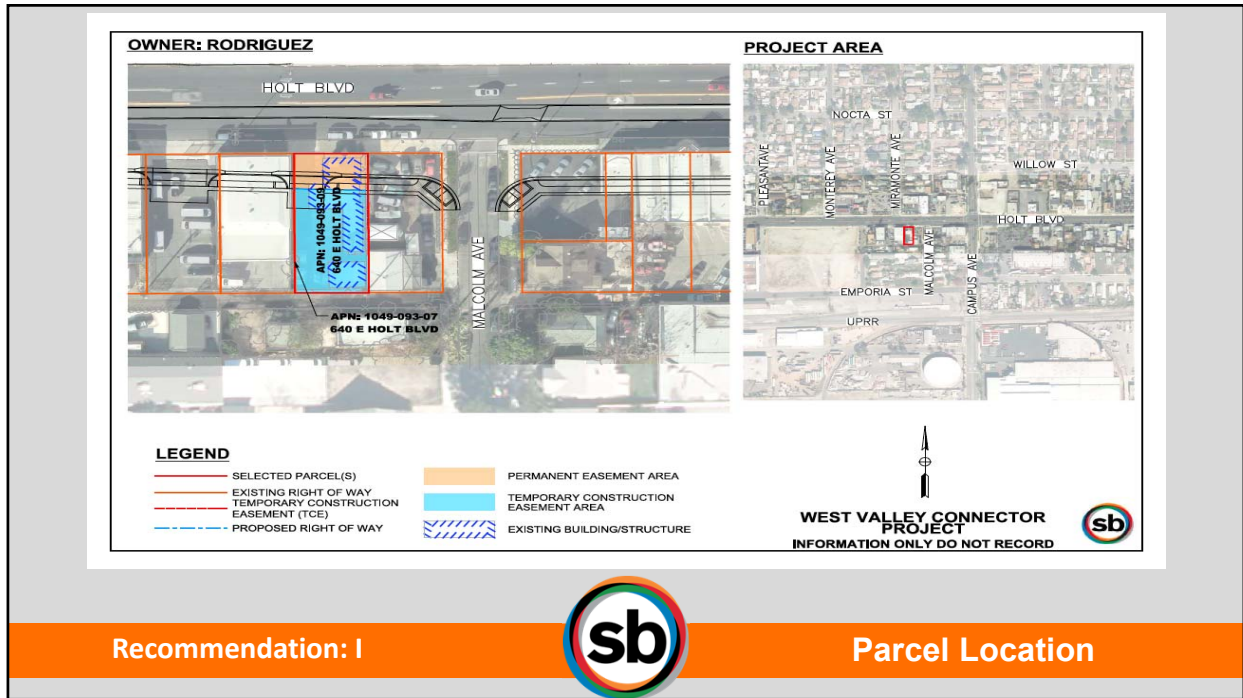


6/3/2022





6/3/2022



6/3/2022

**OWNER: BANH**

**LEGEND**

- SELECTED PARCEL(S)
- EXISTING RIGHT OF WAY
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- PROPOSED RIGHT OF WAY
- PERMANENT EASEMENT AREA
- TEMPORARY CONSTRUCTION EASEMENT AREA
- EXISTING BUILDING/STRUCTURE

**PROJECT AREA**

**WEST VALLEY CONNECTOR PROJECT**  
INFORMATION ONLY DO NOT RECORD

Recommendation: J

Parcel Location

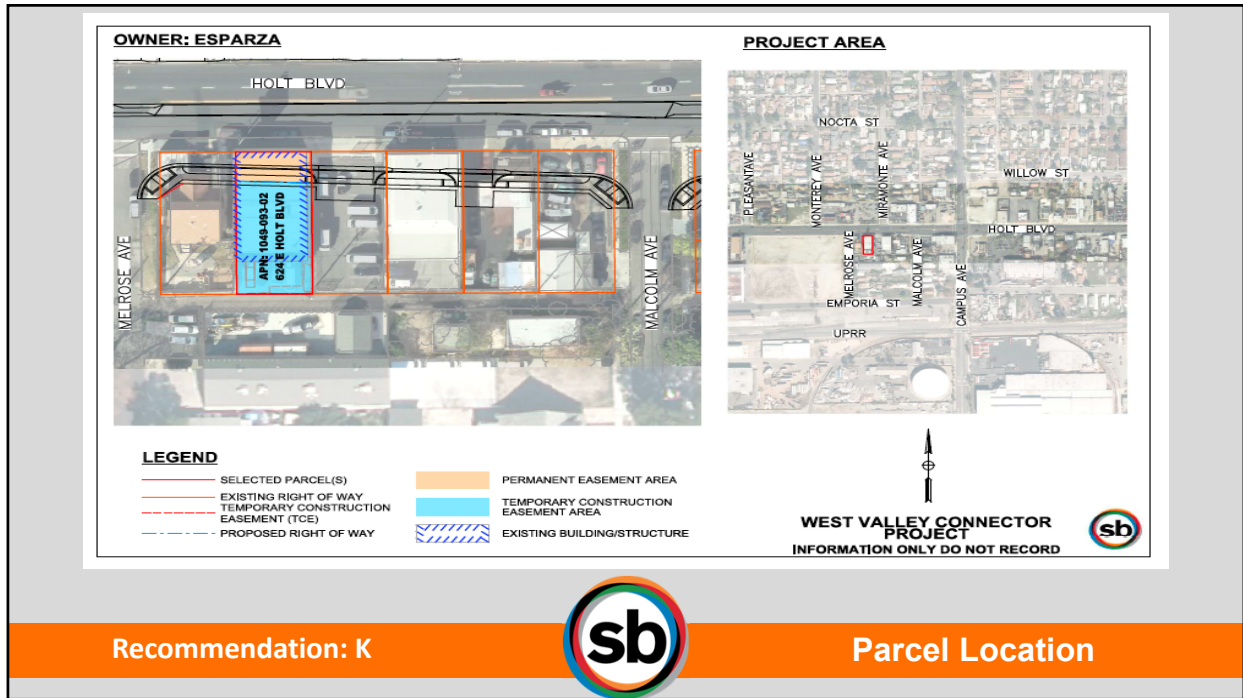
**OWNER: BANH**

Recommendation: J

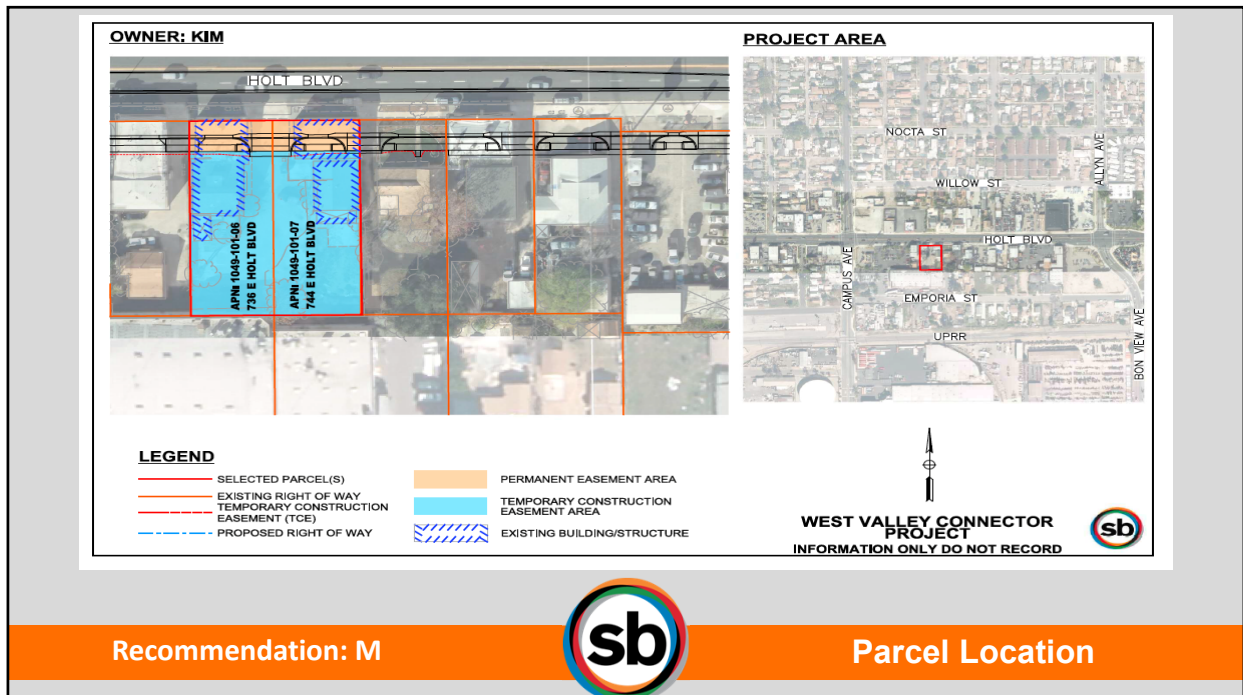
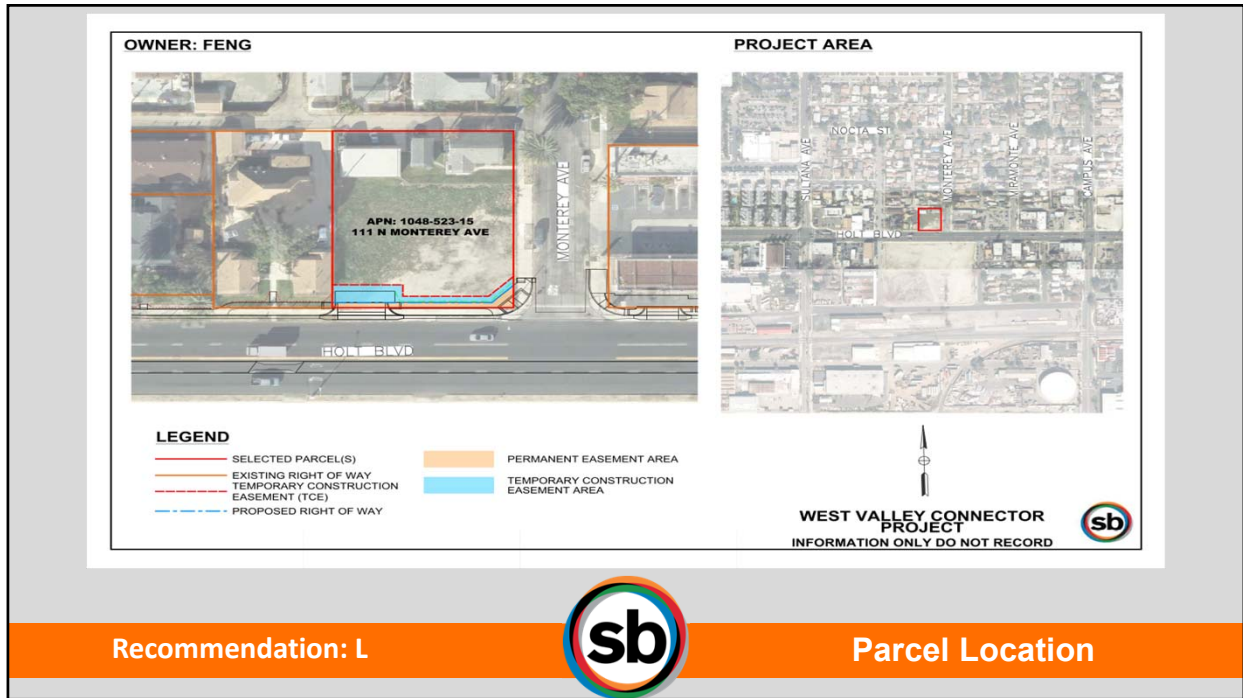
Parcel Location



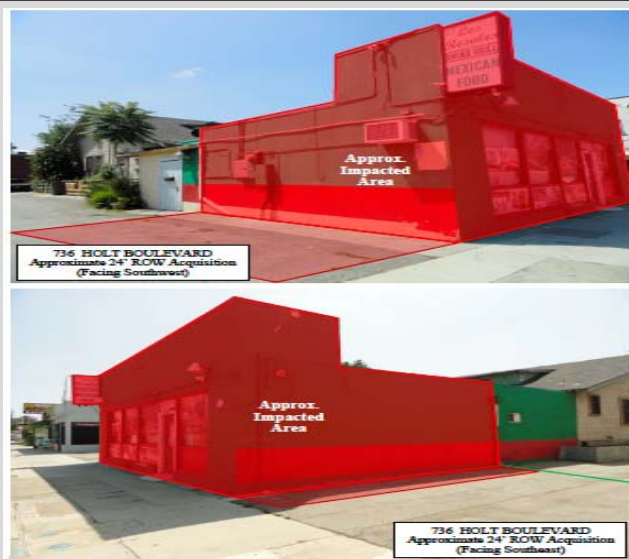
6/3/2022



6/3/2022



6/3/2022

**OWNER: KIM**

Recommendation: M



Parcel Location

**OWNER: KIM**

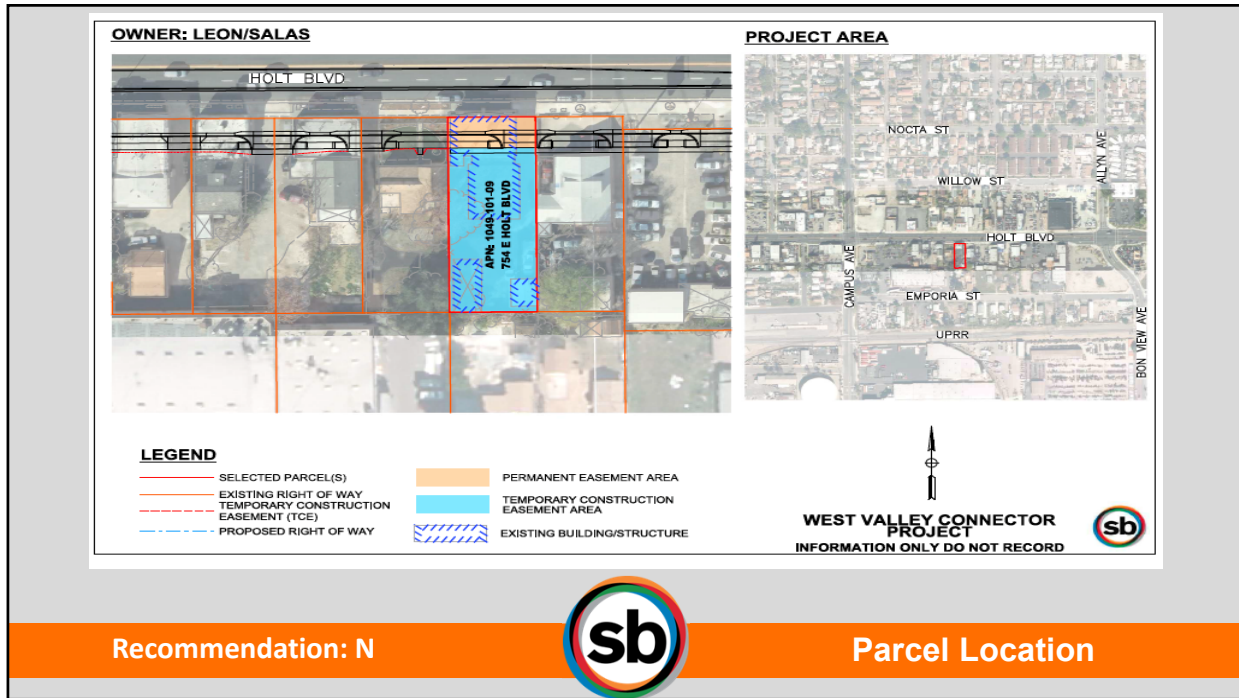
Recommendation: M



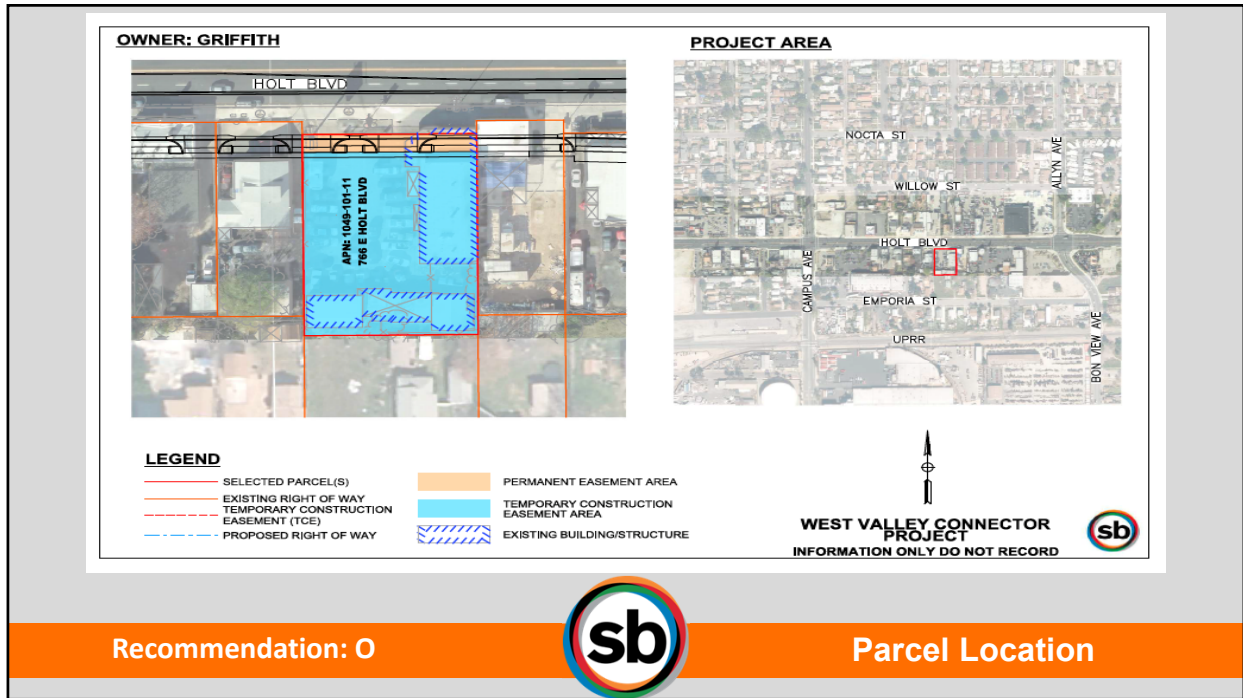
Parcel Location



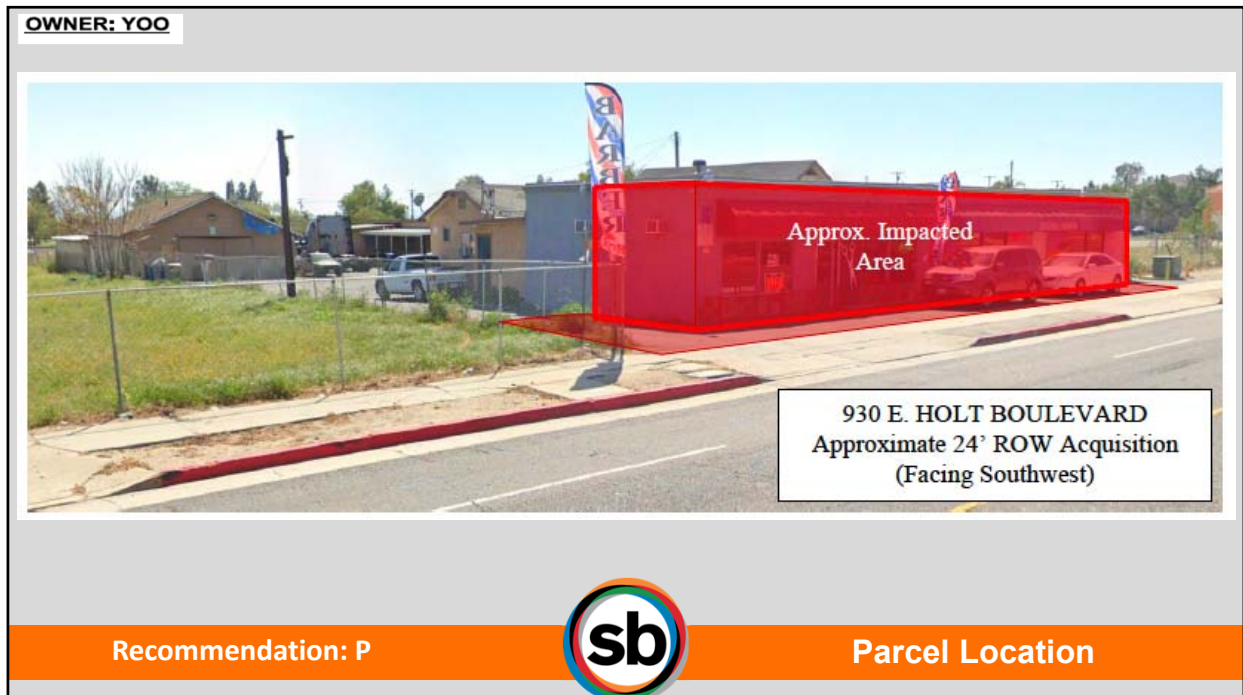
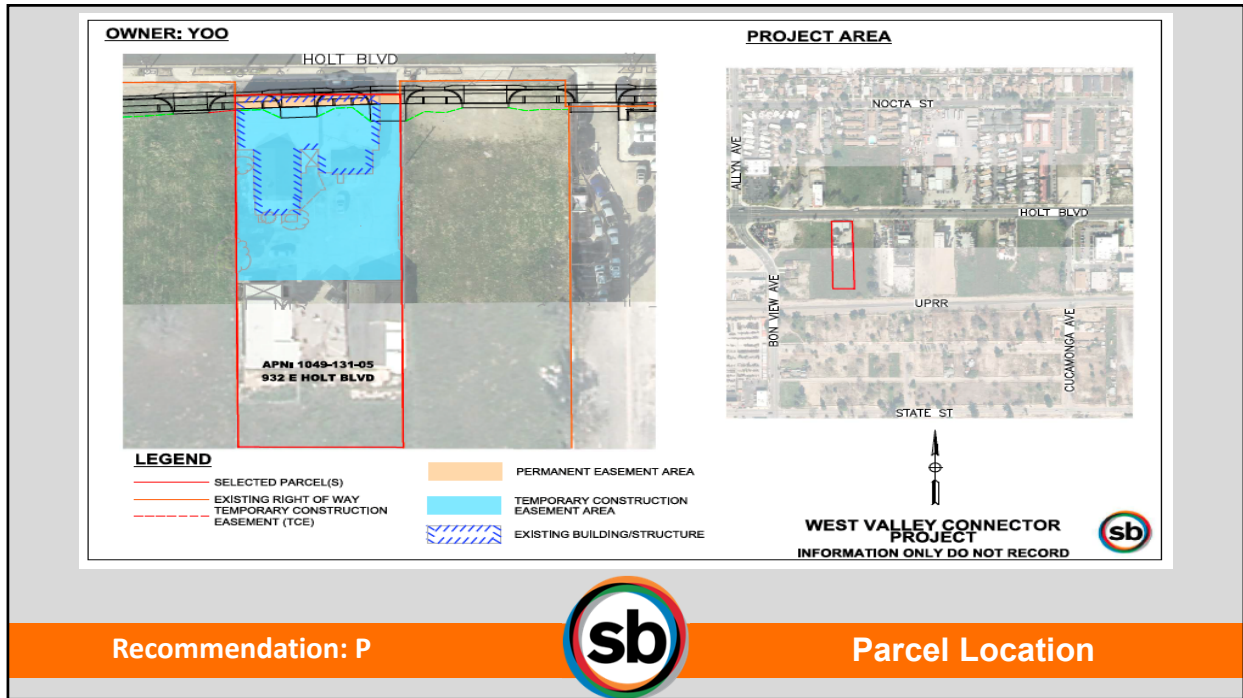
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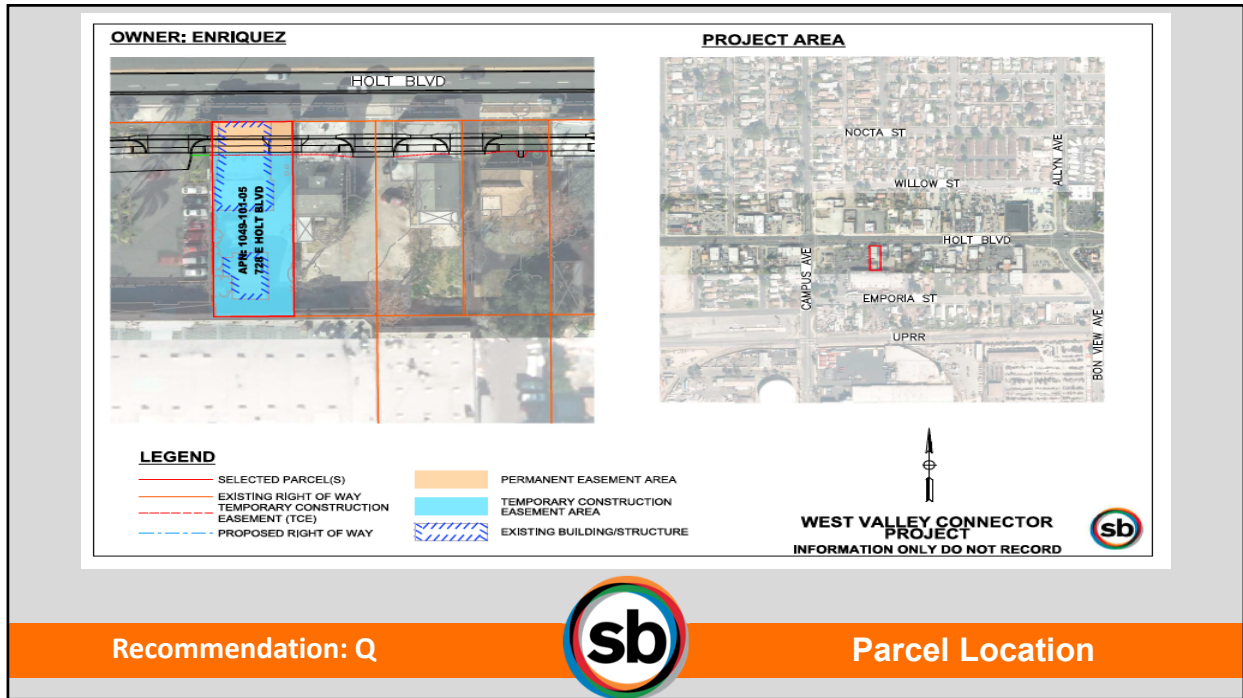


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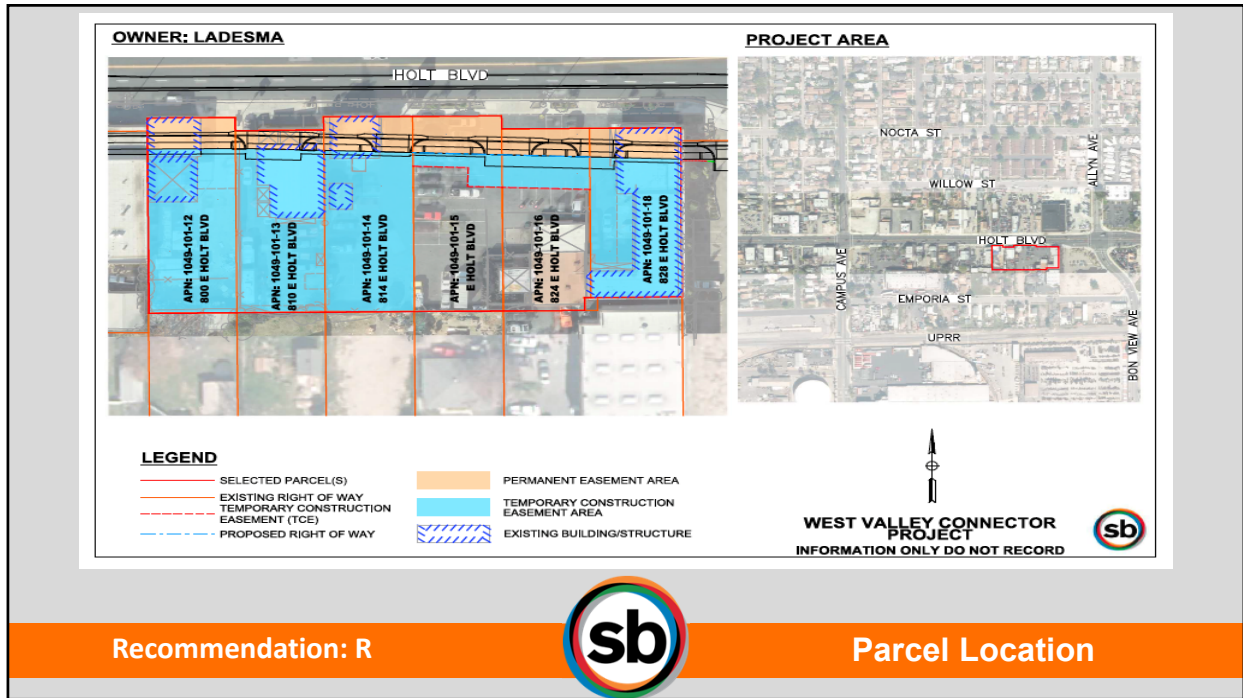




6/3/2022



6/3/2022





6/3/2022

**OWNER: LADESMA**

Recommendation: R



Communication Summary

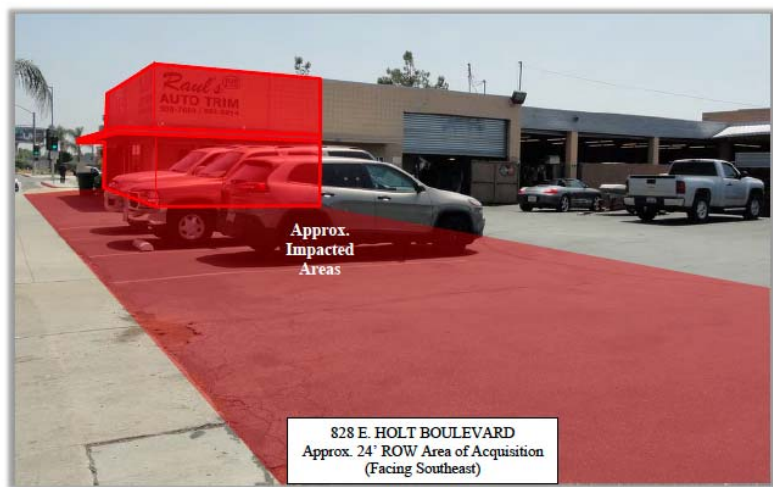
**OWNER: LADESMA**

Recommendation: R



Parcel Location

6/3/2022

**OWNER: LADESMA**

Recommendation: R



Parcel Location

No.	Ownership	Date of First Contact	Mailing	In Person Meetings	Phone Contacts	E-Mails	Attorney Contacts	Unsuccessful Contacts*	Total
B.	Bir	4/25/22	2	1	0	0	0	9	12
C.	Roubian	10/29/21	1	0	6	15	0	0	22
D.	Roubian	10/29/21	1	0	6	15	0	0	22
E.	Cagle	5/12/21	1	1	0	0	41	0	43
F.	Na	4/27/22	2	0	1	1	0	5	9
G.	Belichsky	10/26/21	1	0	1	0	0	6	8
H.	Malik	3/21/22	0	1	0	0	4	0	5
I.	Rodriguez	5/27/21	2	2	7	0	0	7	18
J.	Banh	10/4/21	1	0	8	5	0	0	14
K.	Esparza	10/27/21	1	0	4	2	0	6	13
L.	Feng	None	5	0	0	0	0	10 In person (6) Phone (4)	15
M.	Kim	12/2/21	2	0	1		13	0	16
N.	Leon/Salas	3/15/22	3	0	5	0	0	0	8
O.	Griffith	3/14/22	2	1	18	2	0	0	23
P.	Yoo	10/19/21	3	0	1	7	4	5	20
Q.	Enriquez	3/30/22	3	0	4	15	0	0	22
R.	Ledesma	5/19/22	2	1	5	0	1	3	12
*Property visit, phone call and/or email with no response									




Communication Summary

6/3/2022

Item	Ownership	Offer Date
B.	Bir	2/11/22
C.	Roubian	2/2/22
D.	Roubian	3/30/22
E.	Cagle	3/3/22
F.	Na	3/30/22
G.	Belichsky	3/30/22
H.	Malik	3/21/22
I.	Rodriguez	3/29/22
J.	Banh	3/30/22
K.	Esparza	3/30/22
L.	Feng	11/3/21
M.	Kim	3/14/22
N.	Leon/Salas	3/14/22
O.	Griffith	3/14/22
P.	Yoo	3/30/22
Q.	Enriquez	3/13/22
R.	Ledesma	4/22/22


**Offer of Just Compensation**

<p align="center"><b>SBCTA ADOPT A RESOLUTION OF NECESSITY BASED ON THE FOLLOWING FINDINGS:</b></p> <ol style="list-style-type: none"> <li>1. The public interest and necessity require the proposed project</li> <li>2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury</li> <li>3. The real property to be acquired is necessary for the project</li> <li>4. The offer of just compensation has been made to the property owner</li> </ol>
<div>  <b>Staff Recommendation</b> </div>

6/3/2022

THANK YOU



## ***Minute Action***

### AGENDA ITEM: 6

***Date:*** June 9, 2022

***Subject:***

Station Agreement Amendments for Fontana, Montclair, Ontario, Rialto and Upland

***Recommendation:***

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

A. Approve Amendment No. 1 to Cooperative Agreement No. 93-078 (Contract No. 22-1002788) for the Fontana Station Cooperative Agreement, to further clarify the roles and responsibilities of the San Bernardino County Transportation Authority (SBCTA) and the City of Fontana with respect to the provision and cost of insurance at the station. Receivable authority for Cooperative Agreement No. 93-078 will be established with the annual adoption of the SBCTA budget each year.

B. Approve Amendment No. 7 to Cooperative Agreement No. 91-065 (Contract No. 22-1002787) for the Montclair Transit Center Cooperative Agreement, to further clarify the roles and responsibilities of SBCTA and the City of Montclair with respect to the provision and cost of insurance at the station and lease administration services for the 1.6 acre development site, and authorize the Executive Director, or designee, to execute and record an easement in favor of the City of Montclair, on forms approved by SBCTA counsel, consistent with the provisions in Article XX. Receivable authority for Cooperative Agreement No. 91-065 will be established with the annual adoption of the SBCTA budget each year.

C. Approve Amendment No. 1 to Cooperative Agreement No. 93-062 (Contract No. 22-1002786) for the Ontario Station Cooperative Agreement to further clarify the roles and responsibilities of SBCTA and the City of Ontario with respect to the provision and cost of insurance at the station. Receivable authority for Cooperative Agreement No. 93-062 will be established with the annual adoption of the SBCTA budget each year.

D. Approve Amendment No. 6 to Cooperative Agreement No. 93-049 (Contract No. 00-1000147) for the Rialto Station Cooperative Agreement to further clarify the roles and responsibilities of SBCTA and the City of Rialto with respect to the provision and cost of insurance at the station. Receivable authority for Cooperative Agreement No. 93-049 will be established with the annual adoption of the SBCTA budget each year.

E. Approve Amendment No. 2 to Cooperative Agreement No. 93-051 (Contract No. 19-1002233) for the Upland Station Cooperative Agreement to further clarify the roles and responsibilities of SBCTA and the City of Upland, including the provision and cost of insurance at the station. Receivable authority for Cooperative Agreement 93-051 will be established with the annual adoption of the SBCTA budget each year.

***Background:***

Amendment of the five Station Cooperative Agreements is a continuation of the effort started by the San Bernardino County Transportation Authority (SBCTA) when the Board of Directors (Board) provided direction on June 2, 2021, to proceed with adding the core assets to SBCTA property insurance for Fiscal Year (FY) 2021/2022, and further directed staff to work with the

*Entity: San Bernardino County Transportation Authority*

host cities to update the station cooperative agreements to include a provision that the respective host city will reimburse SBCTA for 50% of the associated cost going forward.

The amendments identify which party is responsible for providing insurance for the various assets at the Station and what costs are shared. Under these amendments, SBCTA will obtain property insurance for the station platforms and the canopies (Core Station Assets). SBCTA will invoice each city the following fiscal year for 50% of the costs of the insurance for the Core Station Assets at their respective stations. Administrative receivable contracts have been established to collect reimbursements under each respective Cooperative Agreement where appropriate.

The amendments also correct some clerical errors that have persisted in the agreements and make updates to each agreement to bring the agreements more in line with the various station agreements throughout the county. These standardization updates include changing the distribution of proceeds from the sale of the non-operating property upon termination to be equal shares; requiring security be provided from thirty minutes before the arrival of the first train of the day till thirty minutes after the departure of the last train of the day; adding language requiring that each party carry insurance or self-insurance to cover liability, defense and indemnification obligations under the agreement; and where a city has a lease administration role at the station that the city first retains 3% of gross lease revenues to cover their administration costs, then the remainder of the lease revenue is applied towards the maintenance and security of the station before SBCTA finally receives an equal share of any revenue which exceeds the maintenance and security costs at the station.

#### Montclair Specific Amendment Provisions:

Amendment No. 7 to the Montclair Transit Center Cooperative Agreement No. 91-065 additionally addresses a request by the City of Montclair to introduce an access point from the development south of SBCTA's right-of-way to the Montclair Transit Center. The Village at Montclair is a development on the property immediately south of the Montclair Transit Center and the SBCTA right-of-way; the developer is dedicating public access easements to the City of Montclair to provide the public and the development an access point which will utilize the pedestrian underpass to provide increased pedestrian circulation to and from the Montclair Transit Center. Article XX describes the pedestrian easement for access between the pedestrian underpass and the development which SBCTA will grant to the City of Montclair. The easement will be subject to the requirement that the City of Montclair secure the access point in the off hours when security is not present. This will be achieved by the construction of a new gate, by the developer, at the property line separating the SBCTA right-of-way from the development, which the City of Montclair will operate. The easement will be an extension of the public access easements which the developer dedicates to the City of Montclair for public access on the property south of the right-of-way and will extinguish when the Cooperative Agreement is terminated, the public access easement on the developer property is extinguished, or the pedestrian underpass is permanently removed; whichever occurs earlier. The recommendation for the Montclair amendment includes providing the Executive Director authority to execute and record the easement described in Article XX.

#### Upland Specific Amendment Provisions:

Amendment No. 2 to the Upland Station Cooperative Agreement No. 93-051 additionally shifts the rail commuter parking reservation from applying to all parking to applying towards a quota San Bernardino County Transportation Authority

## Transit Committee Agenda Item

June 9, 2022

Page 3

of 227 parking spaces, which is the number of parking spaces existing on the site today, to afford the City of Upland the flexibility to approve tenant improvements, which may include construction of additional parking spaces for the benefit of the station's tenants, without impairing the existing rail commuter parking supply.

***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

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

***Responsible Staff:***

Ryan Aschenbrenner, Right of Way Manager

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Approved  
Transit Committee  
Date: June 9, 2022

Witnessed By:

## General Contract Information

Contract No: 22-1002788 Amendment No.: 1Contract Class: Receivable Department: TransitCustomer ID: FONT CI Customer Name: CITY OF FONTANADescription: Fontana Station Cooperative AgreementList Any Accounts Payable Related Contract Nos.: C93078; RSSB003765

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

## Contract Authorization

Board of Directors Date: 7/6/2022 Committee Item #

## Contract Management (Internal Purposes Only)

Local Funding Agreement Annual Payments

## Accounts Receivable

Total Contract Funding: \$ - Funding Agreement No: 22-1002788Beginning POP Date: 6/1/1993 Ending POP Date: 12/31/2039 Final Billing Date: 12/31/2039Expiration Date: 12/31/2039

Sub-						Total Contract Funding:
Fund	Prog	Task	Task	Revenue		
GL: I						-
GL: I						-
GL: I						-
GL: I						-
GL: I						-

Sub-						Total Contract Funding:
Fund	Prog	Task	Task	Revenue		
GL: I						-
GL: I						-
GL: I						-
GL: I						-
GL: I						-

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: SBCTA will invoice the City annually for 50% of the cost of insurance for the station platforms and canopies one (1) FY in the arrears.

Attachment: CSS Fontana (8667 : Station Agreement Amendments for Fontana, Montclair, Ontario, Rialto and Upland)



**AMENDMENT NO. 1 TO  
COOPERATIVE AGREEMENT 93-078  
BETWEEN THE  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
AND  
THE CITY OF FONTANA**

This Amendment No. 1 to Cooperative Agreement No. 93-078 is hereby made and entered into and effective this 6th day of July, 2022, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) and the CITY OF FONTANA (CITY) with regard to the management of jointly owned property at the Fontana Metrolink Station.

WHEREAS, under SANBAG Contract No. 93-078, dated June 1, 1993, SAN BERNARDINO ASSOCIATED GOVERNMENTS and the CITY entered into an agreement (Agreement), for the development, maintenance and security of a commuter rail station (Station) on the south side of Orange Way, between Sierra Avenue and Juniper Avenues; and

WHEREAS, on January 1, 2017, SBCTA became the successor agency to SANBAG pursuant to California Public Utilities Code Section 130800 et. seq., also known as the San Bernardino County Transportation Authority Consolidation Act of 2017; and

WHEREAS, SBCTA and CITY (collectively PARTIES and individually PARTY) desire to further amend the aforesaid Cooperative Agreement to clarify the responsibility of the PARTIES with respect to the insurance of assets under the Cooperative Agreement and the apportionment of costs for said insurance and update the distribution to the PARTIES upon termination.

NOW THEREFORE, the PARTIES hereto do mutually agree to amend the Cooperative Agreement as follows:

1. The recitals above are true and correct and are hereby incorporated herein by this reference.
2. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement, shall remain in full force and effect.
3. All references in the Agreement to SAN BERNARDINO ASSOCIATED GOVERNMENTS or SANBAG shall mean SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA).
4. Article I, Section 1.01.c "Operating Hours" DELETE each occurrence of "one (1) hour" and REPLACE them with "thirty (30) minutes".
5. Article V, Section 5.04 Reservation of Commuter Rail Parking DELETE the word "insure" and REPLACE it with "ensure".

6. Article V, Section 5.07 Station Security DELETE the word "insure" and REPLACE it with "ensure".

7. ADD Article V, Section 5.10 CITY Provided Insurance:

Section 5.10 CITY Provided Insurance. CITY shall obtain and maintain property insurance covering the Non-Operating Property. Such insurance must be in such types and amounts as are or should be reasonably and typically maintained from time to time by CITY for other property owned by CITY, provided that, in any event, CITY shall provide SBCTA with an endorsement naming SBCTA as an additional insured. In the event of any damage to the Non-Operating Property, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using proceeds of such insurance to repair such damage. The CITY shall reimburse SBCTA for fifty percent (50%) of the cost of property insurance provided by SBCTA under Section 6.11 one fiscal year in the arrears.

8. ADD Article VI, Section 6.11 SBCTA Provided Insurance:

Section 6.11 SBCTA Provided Insurance. SBCTA shall obtain and maintain real property insurance covering the Station Platforms and the canopies in amounts as are or should be reasonably and typically maintained from time to time by SBCTA for other real and personal property owned by SBCTA, provided that SBCTA shall provide CITY with an endorsement naming CITY as an additional insured on all such policies. In the event of any damage to the Station Platforms or canopies, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using the proceeds of such insurance to repair such damage. Each fiscal year SBCTA shall notify the CITY of the cost of insurance described in this Section 6.11 in the then current fiscal year no later than January 31<sup>st</sup> of each fiscal year and shall invoice the CITY for reimbursement of fifty percent (50%) of the cost of the insurance provided under this Section 6.11.

9. Article IX, Section 9.01 Distribution to Parties is DELETED in its entirety and REPLACED as follows:

Section 9.01 Distribution to Parties. All proceeds that may accrue to the PARTIES under this Agreement shall be distributed to the PARTIES hereto in equal shares, except for any parking fees which shall remain the sole property of the CITY as described in Section 5.05.

10. Article XI, Section 11.07 Indemnity is DELETED in its entirety and REPLACED as follows:

Section 11.07 Indemnity. Notwithstanding any other provision of the Agreement, each PARTY agrees to indemnify, defend and hold harmless the other PARTY and

their members and the officers, directors, council members, employees, agents, successors and assigns of them and their members (individually and collectively, “Indemnitees”), from and against all loss, liability, claims, demands, suits, liens, claims of liens, damages (including consequential damages), costs and expenses (including, without limitation, all fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against them, whether the liability is alleged or fixed during the Term or thereafter, which arise out of or are connected in any manner with: (1) the acts or omissions of persons while on the Station Site (co-owners shall be jointly and severally liable), except to the extent another PARTY hereto would be liable for such acts of omissions under items (2), (3) or (4), below; (2) the acts and omissions of a PARTY or its officers, contractors, directors, affiliates, a PARTY's invitees or anyone directly or indirectly employed by a PARTY or providing service to a PARTY or for whose acts a PARTY is otherwise liable (collectively, “Personnel”) in connection with the property subject to a PARTY's maintenance and/or security activities, duties and obligations hereunder or arising from the presence upon or performance of activities by a PARTY or its Personnel under this Agreement; (3) bodily injury to or death of any person (including Indemnitees) or damage to or loss of use of property resulting from acts or omissions of a PARTY or its Personnel; or (4) non-performance or breach by a PARTY or its Personnel of any term or condition of this Agreement during the Term hereof. Each PARTY shall obtain and maintain during the time the Agreement, as amended, is in effect, adequate insurance or self-insurance to cover its liability, defense and indemnification obligations in order to protect itself and the other PARTY.

**[Signatures on the following page.]**

IN WITNESS WHEREOF, the authorized parties have signed below;

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Name: Art Bishop  
Title: Board President

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Julianna K. Tillquist  
SBCTA General Counsel

Date: \_\_\_\_\_

**CITY OF FONTANA,  
A MUNICIPAL CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
[CITY ATTORNEY]  
City Attorney

Date: \_\_\_\_\_

## General Contract Information

Contract No: 22-1002787 Amendment No.: 7Contract Class: Receivable Department: TransitCustomer ID: MONT CI Customer Name: CITY OF MONTCLAIRDescription: Montclair Station Cooperative AgreementList Any Accounts Payable Related Contract Nos.: C91065; RSSB003767

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

## Contract Authorization

Board of Directors Date: 7/6/2022 Committee Item #

## Contract Management (Internal Purposes Only)

Local Funding Agreement Annual Payments

## Accounts Receivable

Total Contract Funding: \$ - Funding Agreement No: 22-1002787Beginning POP Date: 12/16/1991 Ending POP Date: 12/31/2039 Final Billing Date: 12/31/2039Expiration Date: 12/31/2039

Sub-						Sub-					
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-

Ryan Aschenbrenner

Victor Lopez

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: SBCTA will invoice the City annually for 50% of the cost of insurance for the station platforms, pedestrian underpass and canopies located on the station platforms one (1) FY in the arrears. SBCTA also entitled to 50% of lease revenues collected in excess of the cost for provision of security, maintenance and security at the Transit Center.

Attachment: CSS Montclair (8667 : Station Agreement Amendments for Fontana, Montclair, Ontario, Rialto and Upland)

**AMENDMENT NO. 7 TO  
COOPERATIVE AGREEMENT 91-065  
BETWEEN THE  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
AND  
THE CITY OF MONTCLAIR**

This Amendment No. 7 to Cooperative Agreement No. 91-065 is hereby made and entered into and effective this 6th day of July, 2022, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) and the CITY OF MONTCLAIR (CITY) with regard to the management of jointly owned property at the Montclair Transit Center.

WHEREAS, under SANBAG Contract No. 91-065, dated December 16, 1991, SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG) and the CITY OF MONTCLAIR REDEVELOPMENT AGENCY (RDA) entered into an agreement (Cooperative Agreement), pursuant to which the parties agreed to purchase and develop a transit center (hereafter, the “Transcenter”) upon that certain parcel of real property of approximately 22.147 acres located within the City of Montclair; and

WHEREAS, SANBAG and RDA amended the Cooperative Agreement by the first amendment of the Cooperative Agreement on April 7, 1993, to add Paragraph 4.07, Establishment of Day Care Facility on Transcenter Site; and

WHEREAS, SANBAG and RDA amended the Cooperative Agreement by the second amendment to the Cooperative Agreement (CITY Agreement No. 95-66) on December 6, 1995, to add the CITY as a party to the Cooperative Agreement to transfer certain property to the State of California pursuant to Paragraph 4.05, Exchange for State Properties, and to add new Section XIII, Maintenance and Reimbursement for Maintenance Costs; new Section XIV, Indemnification; and new Sections XV, XVI, and XVII; and

WHEREAS, SANBAG, CITY and RDA amended the Cooperative Agreement by the third amendment to the Cooperative Agreement (CITY Agreement No. 99-70) on August 17, 1999, to allow the RDA to be the lead agency in negotiating and administering agreements and leases for the development of the plus or minus 1.61 acre site within the Transcenter retained by SANBAG and RDA for development and establishes the rights of the parties in approving development of the site and execution of leases; and

WHEREAS, SANBAG, CITY and RDA amended the Cooperative Agreement, by the fourth amendment (CITY Agreement No. 02-103) on August 7, 2002, allowing the CITY to be reimbursed by SANBAG for construction management services with the construction of a second platform in an amount not to exceed \$62,500; and

WHEREAS, SANBAG, CITY and RDA amended the Cooperative Agreement by a fifth amendment (CITY Agreement No. 03-40) on April 2, 2003, to assign to CITY the maintenance responsibility of the northern platform extension, southern platform and landscape area; and

WHEREAS, SANBAG, CITY and RDA amended the Cooperative Agreement by the sixth amendment (CITY Agreement No. 07-26) on February 7, 2007, to clarify the management responsibility of jointly owned property, the reimbursement of the provision of security for a two-year period at the Transcenter, and the reimbursement of maintenance expenses for the first two years relating to the pedestrian undercrossing at the Montclair Metrolink Station; and

WHEREAS, on January 12, 2012, the CITY became the successor agency to the RDA pursuant to California Health and Safety Code Section 34173; and

WHEREAS, on January 1, 2017, SBCTA became the successor agency to SANBAG pursuant to California Public Utilities Code Section 130800 et. seq., also known as the San Bernardino County Transportation Authority Consolidation Act of 2017; and

WHEREAS, SBCTA and CITY (collectively PARTIES and individually PARTY) desire to further amend the aforesaid Cooperative Agreement to clarify the responsibility of the PARTIES with respect to the insurance of assets under the Cooperative Agreement and the apportionment of costs for said insurance.

NOW THEREFORE, the PARTIES hereto do mutually agree to amend the Cooperative Agreement as follows:

1. The recitals above are true and correct and are hereby incorporated herein by this reference.
2. Except as specifically amended by this Amendment No. 7, all other provisions of the Cooperative Agreement, as amended by Amendments Nos. 1 through 6 inclusive, shall remain in full force and effect.
3. All references in the Cooperative Agreement to SAN BERNARDINO ASSOCIATED GOVERNMENTS or SANBAG shall mean SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA). All references in the Cooperative Agreement to CITY OF MONTCLAIR REDEVELOPMENT AGENCY or RDA shall mean CITY OF MONTCLAIR (CITY).
4. Article IV, Section 4.06 Development of the 1.61 Acre Site, is DELETED in its entirety and REPLACED as follows:

Section 4.06 Development of the 1.61 Acre Site. CITY, at its cost, is authorized to act as the lead agency on behalf of the PARTIES hereto in negotiating, entering into and administering agreements and leases for the development of the 1.61 acre site (hereafter, the "SITE") shown as Area "A" on Exhibit "C" to Amendment No.

2. Such administration of leases includes, but is not limited to, screening and



selection of tenants and uses; entering into or amending any lease for use of the SITE; determining, collecting, depositing and disbursing rents, charges, fees, and/or deposits of any other amount payable or receivable with respect to the occupancy of the SITE; extending or terminating tenancies; commencing evictions, executing notices to vacate, and initiating judicial proceedings to effect such actions (collectively, the “Lease Administration Services”). CITY shall enter into leases and perform the Lease Administration Services in a reasonable and good faith manner. CITY, prior to amending a lease or entering into a new lease, shall provide SBCTA staff with a copy of each proposed amended or new lease and a written statement that CITY has negotiated terms of each amended or new lease in a reasonable and good faith manner. CITY may engage in any non-binding alternative dispute resolution arising from leases, provided CITY provides SBCTA notice of disputes and SBCTA has the option to participate in any such dispute resolution process. SBCTA shall be bound by any judgment entered into by a court of competent jurisdiction affecting the Non-Operating Property, to the extent necessary for CITY to comply with the judgment; provided, however, that CITY acknowledges and agrees that CITY is not released or relieved of or from any responsibility, obligation, liability or duty under or pursuant to this Agreement by SBCTA’s agreement to be bound by such judgments, nor does SBCTA waive any rights or remedies provided hereunder or available pursuant to or at law or in equity. Lastly, notwithstanding anything to the contrary elsewhere in this Agreement, CITY may retain for its use 3% of all gross lease and other income producing agreement revenue from the SITE to pay the reasonable cost of CITY’s Lease Administration Services. In addition, CITY shall retain that portion of gross lease and other income producing agreement revenue as reasonably determined necessary by CITY for CITY’s provision of security and maintenance for the Transcenter as identified in Article XIII of this Agreement and any facility, grounds, and capital improvements thereon. Any income in excess of that which is required, as reasonably determined by CITY, for reasonable Lease Administration Services and as needed for Transcenter maintenance and security costs and facility, grounds, and/or capital improvements, shall be equally divided between the CITY and SBCTA. CITY shall provide SBCTA a semi-annual reconciliation of gross lease and other income producing agreement revenue, if any, CITY Lease Administration Services, and CITY’s Transcenter maintenance, security and improvement-related expenses including facility, grounds, and/or capital improvements. Notwithstanding the provisions of this section, CITY and SBCTA agree that if SITE is developed as a parking field to accommodate extension of light rail service to, and light rail platform service at, the Transcenter, CITY and SBCTA mutually agree that public use of the SITE for public parking shall not be subject to the provisions of this Section.

5. ADD Article VI, Section 4.08 CITY Provided Insurance:

Section 4.08 CITY Provided Insurance. CITY shall obtain and maintain property insurance covering the Non-Operating Property shown as Area “A” on Exhibit “C”. Such insurance must be in such types and amounts as are or should be reasonably and typically maintained from time to time by CITY for other property owned by



CITY, provided that, in any event, CITY shall provide SBCTA with an endorsement naming SBCTA as an additional insured. In the event of any damage to the Non-Operating Property, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using proceeds of such insurance to repair such damage; provided, however, CITY may be self-insured up to the limits of its self-insured retention fund, and CITY shall have final say as to effecting repair of any damage to Non-Operating Property; provided, however, that in no case shall SBCTA be required to contribute any money toward said repair beyond insurance proceeds paid to SBCTA from such CITY obtained and maintained property insurance or self-insurance described in this Section 4.08. CITY shall annually reimburse SBCTA for fifty percent (50%) of the cost of property insurance provided by SBCTA under Section 5.06 one fiscal year in the arrears.

6. ADD Article V, Section 5.06 SBCTA Provided Insurance:

Section 5.06 SBCTA Provided Insurance. SBCTA shall obtain and maintain real property insurance covering the Station Platforms, the canopies within SBCTA right-of-way, and the Pedestrian Undercrossing in amounts as are or should be reasonably and typically maintained from time to time by SBCTA for other real and personal property owned by SBCTA, provided that SBCTA shall provide CITY with an endorsement naming CITY as an additional insured on all such policies. In the event of any damage to the Station Platforms or canopies, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using the proceeds of such insurance to repair such damage. Each fiscal year SBCTA shall notify CITY of the cost of insurance described in this Section 5.06 in the then current fiscal year no later than January 31<sup>st</sup> of each fiscal year, and shall invoice CITY for reimbursement of fifty percent (50%) of the cost of the insurance provided under this Section 5.06.

7. Article IX, Section 8.01 Distribution to Parties is DELETED in its entirety and REPLACED as follows:

Section 8.01 Distribution to Parties. All proceeds that may accrue to the PARTIES under this Agreement shall be distributed to the PARTIES hereto in equal shares.

8. Article XIII, Paragraph 13.06 DELETE the instance of “fifteen (15)” and REPLACE with “thirty (30)”; DELETE the word “insuring” and REPLACE it with “ensuring”; DELETE the word “insure” and REPLACE it with “ensure”.

9. APPEND the following sentence to Article XIV, **INDEMNIFICATION**:

Each PARTY shall obtain and maintain, during the time this Agreement as amended is in effect, adequate insurance or self-insurance to cover its liability,

defense and indemnification obligations in order to protect itself and the other PARTY.

10. Article XIX, **Pedestrian Undercrossing Maintenance**, DELETE the word “insure” and REPLACE it with “ensure”.

11. ADD Article XX, **Pedestrian Undercrossing Access Rights**:

For the term of this Agreement, SBCTA shall grant to CITY an access easement for pedestrian egress and ingress from Lot 107 of the College Heights Tract, recorded in Book 17 of Maps, Pages 77 and 78, records of San Bernardino County, California, subject to the provisions of this Article. This pedestrian access right is a continuation of adjoining public access easements dedicated to CITY on Tract Map No. 20273, which together provide access to the Pedestrian Undercrossing across the south line of SBCTA’s right of way. The easement to be granted will be open to the general public during the hours which CITY provides security at the Transcenter. Physical access across SBCTA’s south right of way line pursuant to the easement for pedestrian access must be secured against unauthorized access during the times which CITY does not provide security at the Transcenter. The easement will extinguish if the Pedestrian Undercrossing is permanently removed, the adjoining public access easements dedicated to CITY on Tract Map No. 20273 are extinguished, or this Agreement is terminated.

**[Signatures on the following page.]**

IN WITNESS WHEREOF, the authorized PARTIES have signed below;

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Name: Art Bishop  
Title: Board President

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Julianna K. Tillquist  
SBCTA General Counsel

Date: \_\_\_\_\_

**CITY OF MONTCLAIR**

By: \_\_\_\_\_  
Name: Javier John Dutrey  
Title: Mayor

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Diane E. Robbins  
City Attorney

Date: \_\_\_\_\_

## General Contract Information

Contract No: 22-1002786 Amendment No.: 1Contract Class: Receivable Department: TransitCustomer ID: ONTA CI Customer Name: CITY OF ONTARIODescription: Ontario Station Cooperative AgreementList Any Accounts Payable Related Contract Nos.: C93062; RMAS012502

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

## Contract Authorization

Board of Directors Date: 7/6/2022 Committee Item #

## Contract Management (Internal Purposes Only)

Local Funding Agreement Annual Payments

## Accounts Receivable

Total Contract Funding: \$ - Funding Agreement No: 22-1002786Beginning POP Date: 5/18/1993 Ending POP Date: 12/31/2039 Final Billing Date: 12/31/2039Expiration Date: 12/31/2039

Sub-						Sub-					
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: SBCTA will invoice the City annually for 50% of the cost of insurance for the station platforms and canopies one (1) FY in the arrears.

Attachment: CSS Ontario (8667 : Station Agreement Amendments for Fontana, Montclair, Ontario, Rialto and Upland)

**AMENDMENT NO. 1 TO  
COOPERATIVE AGREEMENT 93-062  
BETWEEN THE  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
AND  
THE CITY OF ONTARIO**

This Amendment No. 1 to Cooperative Agreement No. 93-062 is hereby made and entered into and effective this 6th day of July, 2022, (Effective Date) by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) and the CITY OF ONTARIO (CITY) with regard to the management of jointly owned property at the Ontario Metrolink Station.

WHEREAS, under SANBAG Contract No. 93-062, dated May 18, 1993, SAN BERNARDINO ASSOCIATED GOVERNMENTS and the CITY entered into an agreement (Cooperative Agreement) for the development, maintenance and security of a commuter rail station (Station) on the south side of Francis Street and Metroway; and

WHEREAS, on January 1, 2017, SBCTA became the successor agency to SANBAG pursuant to California Public Utilities Code Section 130800 et. seq., also known as the San Bernardino County Transportation Authority Consolidation Act of 2017; and

WHEREAS, SBCTA and CITY (collectively PARTIES and individually PARTY) desire to further amend the aforesaid Cooperative Agreement to clarify the responsibility of the PARTIES with respect to the insurance of assets under the Cooperative Agreement and the apportionment of costs for said insurance.

NOW THEREFORE, the PARTIES hereto do mutually agree to amend the Cooperative Agreement as follows:

1. The recitals above are true and correct and are hereby incorporated herein by this reference.
2. Except as specifically amended by this Amendment No. 1, all other provisions of the Cooperative Agreement, shall remain in full force and effect. From and after the date of this this Amendment No. 1, whenever the term “Agreement” appears in the Cooperative Agreement, it shall mean the Cooperative Agreement as amended by this Amendment No. 1.
3. All references in the Cooperative Agreement to “SAN BERNARDINO ASSOCIATED GOVERNMENTS” or “SANBAG” shall mean SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA).
4. In Article V, Section 5.04 (Reservation of Commuter Rail Parking) of the Cooperative Agreement, the word “insure” shall be deleted and replaced with “ensure”.

5. In Article V, Section 5.07 (Station Security) of the Cooperative Agreement, the word “insure” shall be deleted and replaced with “ensure”.
6. Article V, Section 5.10 (CITY Provided Insurance) shall be added to the Cooperative Agreement to read as follows:

“Section 5.10 CITY Provided Insurance. CITY shall obtain and maintain property insurance covering the Non-Operating Property. Such insurance must be in such types and amounts as are or should be reasonably and typically maintained from time to time by CITY for other property owned by CITY, provided that, in any event, CITY shall provide SBCTA with an endorsement naming SBCTA as an additional insured. In the event of any damage to the Non-Operating Property, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using proceeds of such insurance to repair such damage. Notwithstanding anything to the contrary, CITY may self-insure for the requirements of this Section 5.10. CITY shall reimburse SBCTA for fifty percent (50%) of the cost of property insurance provided by SBCTA under Section 6.08 one fiscal year in the arrears.”

7. Article VI, Section 6.08 (SBCTA Provided Insurance) shall be added to the Cooperative Agreement to read as follows:

“Section 6.08 SBCTA Provided Insurance. SBCTA shall obtain and maintain real property insurance covering the Station Platforms and the canopies in amounts as are or should be reasonably and typically maintained from time to time by SBCTA for other real and personal property owned by SBCTA, provided that SBCTA shall provide CITY with an endorsement naming CITY as an additional insured on all such policies. In the event of any damage to the Station Platforms or canopies, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using the proceeds of such insurance to repair such damage. Each fiscal year SBCTA shall notify the CITY of the cost of insurance described in this Section 6.08 in the then current fiscal year no later than January 31<sup>st</sup> of each fiscal year and shall invoice the CITY for reimbursement of fifty percent (50%) of the cost of the insurance provided under this Section 6.08.”

8. Article IX, Section 9.01 (Distribution to Parties) of the Cooperative Agreement shall be DELETED in its entirety and REPLACED to read as follows:

“Section 9.01 Distribution to Parties. All proceeds that may accrue to the PARTIES under this Agreement shall be distributed to the PARTIES hereto in equal shares, except for any parking fees, which shall remain the sole property of the CITY as described in Section 5.05.”

9. Article XI, Section 11.07 (Indemnity) of the Cooperative Agreement shall be DELETED in its entirety and REPLACED to read as follows:

“Section 11.07 Indemnity. Notwithstanding any other provision of the Agreement, each PARTY agrees to indemnify, defend and hold harmless the other PARTY and their members and the officers, directors, council members, employees, agents, successors and assigns of them and their members (individually and collectively, “Indemnitees”), from and against all loss, liability, legal or equitable claims, demands, suits, liens, claims of liens, damages (including consequential damages), costs and expenses (including, without limitation, all fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against them, whether the liability is alleged or fixed during the Term or thereafter, which arise out of or are connected in any manner with: (1) the acts or omissions of persons while on the Station Site (co-owners shall be jointly and severally liable), except to the extent another PARTY hereto would be liable for such acts or omissions under items (2), (3) or (4), below; (2) the acts and omissions of a PARTY or its officers, contractors, directors, affiliates, a PARTY's invitees or anyone directly or indirectly employed by a party or providing service to a PARTY or for whose acts a PARTY is otherwise liable (collectively, “Personnel”) in connection with the property subject to PARTY's maintenance and/or security activities, duties and obligations hereunder or arising from the presence upon or performance of activities by a party or its Personnel under this Agreement; (3) bodily injury to or death of any person (including Indemnitees) or damage to or loss of use of property resulting from acts or omissions of a PARTY or its Personnel; or (4) non-performance or breach by a PARTY or its Personnel of any term or condition of this Agreement during the Term hereof. Each PARTY shall obtain and maintain during the time the Agreement, as amended, is in effect adequate insurance or self-insurance to cover its liability, defense and indemnification obligations in order to protect itself and the other PARTY.”

10. The PARTIES hereto stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.
11. The PARTIES hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

**[Signatures on the following page.]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 1 and caused this Amendment No. 1 to become effective on the Effective Date first herein above written by their representative endorsements below.

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Name: Art Bishop  
Title: Board President

Date: \_\_\_\_\_

**CITY OF ONTARIO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Julianna K. Tillquist  
SBCTA General Counsel

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Ruben Duran  
City Attorney

Date: \_\_\_\_\_



## General Contract Information

Contract No: 22-1002800 Amendment No.: 6Contract Class: Receivable Department: TransitCustomer ID: RIAL CI Customer Name: CITY OF RIALTODescription: Rialto Station Cooperative AgreementList Any Accounts Payable Related Contract Nos.: C93-049; RSSB003623; 00-1000147

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

## Contract Authorization

Board of Directors Date: 7/6/2022 Committee Item #

## Contract Management (Internal Purposes Only)

Local Administrative Annual Payments

## Accounts Receivable

Total Contract Funding: \$ - Funding Agreement No: 22-1002800Beginning POP Date: 2/16/1993 Ending POP Date: 12/31/2039 Final Billing Date: 12/31/2039Expiration Date: 12/31/2039

Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL: I					-
GL: I					-
GL: I					-
GL: I					-
GL: I					-

Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL: I					-
GL: I					-
GL: I					-
GL: I					-
GL: I					-

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: SBCTA will invoice the City annually for 50% of the cost of insurance for the station platforms and canopies one (1) FY in the arrears. SBCTA also entitled to 50% of lease revenues collected in excess of the cost for provision of security, maintenance and security at the Station.

Attachment: CSS Rialto Receivable (8667 : Station Agreement Amendments for Fontana, Montclair, Ontario, Rialto and Upland)

## General Contract Information

Contract No: 00-1000147 Amendment No.: 6

Contract Class: Payable Department: Transit

Vendor No.: 01801 Vendor Name: CITY OF RIALTO

Description: Rialto Station Cooperative Agreement

List Any Related Contract Nos.: C93049; RSSB003622; 22-1002800

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

## Contract Authorization

Board of Directors Date: 7/6/2022 Committee Item #

## Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Funding Agreement Annual Payments

## Accounts Payable

Estimated Start Date: 2/16/1993 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 Leve	Revenue Code	Name	\$	\$
GL: I									-	-
GL: I									-	-
GL: I									-	-
GL: I									-	-
GL: I									-	-
GL: I									-	-
GL: I									-	-
GL: I									-	-
GL: I									-	-
GL: I									-	-

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: Contract Number approved under C93-049; Under receivable 22-1002800 SBCTA will invoice the City annually for 50% of the cost of insurance for the station platforms and canopies one (1) FY in the arrears. SBCTA also entitled to 50% of lease revenues collected in excess of the cost for provision of security, maintenance and security at the Station.

Attachment: CSS - 00-1000147 Rialto (Payable) [Revision 1] (8667 : Station Agreement Amendments for Fontana, Montclair, Ontario,

**AMENDMENT NO. 6 TO  
COOPERATIVE AGREEMENT 93-049  
BETWEEN THE  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
AND  
THE CITY OF RIALTO**

This Amendment No. 6 to Cooperative Agreement No. 93-049 is hereby made and entered into and effective this 6th day of July, 2022, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) and the CITY OF RIALTO (CITY) with regard to the management of jointly owned property at the Rialto Metrolink Station.

WHEREAS, under SANBAG Contract No. 93-049, dated February 16, 1993, SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG) and the REDEVELOPMENT AGENCY OF THE CITY OF RIALTO (AGENCY) entered into an agreement (Cooperative Agreement), for the design, construction, maintenance and security of a commuter rail station (Station) south of Rialto Avenue at South Palm Way; and

WHEREAS, SANBAG and the AGENCY amended the Cooperative Agreement by Amendment No. 1 on April 6, 1994, to include funding for the purchase of an additional 0.93 acres of land for the expansion of parking and the construction of the historic station replica; and

WHEREAS, SANBAG and the AGENCY amended the Cooperative Agreement by Amendment No. 2 on July 26, 1994, to fund an additional year of security services in recognition of the AGENCY's contribution of local revenues toward the purchase of additional property and construction of the replica station; and

WHEREAS, SANBAG and the AGENCY amended the Cooperative Agreement by Amendment No. 3 on February 2, 2005, to fund the preparation of a project report and environmental documents for further expansion of parking at the Rialto Metrolink Station; and

WHEREAS, SANBAG and the AGENCY amended the Cooperative Agreement Amendment No. 4 on July 2, 2008, to extend the time of performance term of Amendment No. 3; and

WHEREAS, SBCTA and the CITY amended the Cooperative Agreement Amendment No. 5 on July 25, 2017, to clarify all references to SANBAG and the AGENCY in the Cooperative Agreement shall mean SBCTA and the CITY, respectively, and to add language for the administration of leases and distribution of lease revenues; and

WHEREAS, SANBAG and the CITY completed construction of the Rialto Metrolink Phase I Parking Lot Expansion and subsequently have recorded the parking lot in a tenancy in common ownership amongst SBCTA and the CITY as documented by Instrument 2018-0039279 recorded in Official Record of the County of San Bernardino, State of California; and

WHEREAS, SBCTA and the CITY completed construction of the Rialto Metrolink Phase II Parking Lot Expansion project and have recorded the parking lot in a tenancy in common ownership amongst SBCTA and the CITY as documented by Instrument 2020-0248144 recorded in Official Record of the County of San Bernardino, State of California; and

WHEREAS, SBCTA and CITY (collectively PARTIES and individually PARTY) desire to further amend the aforesaid Cooperative Agreement to clarify the responsibility of the PARTIES with respect to the insurance of assets under the Cooperative Agreement and the apportionment of costs for said insurance and update the distribution of lease revenues as well as the distribution of proceeds.

NOW THEREFORE, the PARTIES hereto do mutually agree to amend the Cooperative Agreement as follows:

1. The recitals above are true and correct and are hereby incorporated herein by this reference.
2. Except as specifically amended by this Amendment No. 6, all other provisions of the Cooperative Agreement, as amended by Amendments Nos. 1 through 5 inclusive, shall remain in full force and effect.
3. The PARTIES incorporate the following property into the Non-operating property of the Station site and subject said property to the terms of the Cooperative Agreement:

Parcel 1 of Parcel Map No. 3426, in the City of Rialto, County of San Bernardino, State of California, as per plat recorded in Book 30, Page 60, of Parcel Maps in Official Records of said County, also known to the PARTIES as the Rialto Metrolink Phase I Parking Lot Expansion and generally depicted as Phase 1 Project Location on Attachment A, attached to this Amendment No. 6 and incorporated herein.

That portion of Parcel 3 of Parcel Map No. 8173, in the City of Rialto, County of San Bernardino, State of California, as per plat recorded in Book 88, Page 67, of Parcel Maps in Official Records of said County, which lies westerly of a line that is parallel with and distant easterly 156.00 feet, measured at right angles, from the westerly line of said parcel, also known to the parties as the Rialto Metrolink Phase II Parking Lot Expansion and generally depicted as Phase 2 Project Location on Attachment A, attached to this Amendment No. 6.

4. ADD Section 1.01.h as follows

Section 1.01.h "Operating hours" shall refer to that time period commencing thirty (30) minutes prior to the arrival of the first morning train operated by SCRRA at the Station site, and ending thirty (30) minutes after the departure of the last evening SCRRA train from the Station site.

5. DELETE the word "insure" from Article V, Section 5.05 Reservation of Commuter Rail Parking and REPLACE it with "ensure".

6. DELETE the word "insure" from Article V, Section 5.08 Station Security and REPLACE it with "ensure".
7. Article V, Section 5.11 Administration of Leases, is DELETED in its entirety and REPLACED as follows:

Section 5.11 Administration of Leases. CITY, at its cost, is authorized to act as the landlord on behalf of the PARTIES hereto in negotiating, entering into and administering agreements and leases for non-operating property. Such administration of leases includes, but is not limited to: screening and selecting tenants and uses; entering into or amending any lease for use of non-operating property; determining, collecting, depositing and disbursing rents, charges, fees, and/or deposits of any other amount payable or receivable with respect to the occupancy of non-operating property; extending or terminating tenancies; commencing evictions, executing notices to vacate, and initiating judicial proceedings to effect such actions (collectively, the "Lease Administration Services"). CITY shall enter into leases and perform the Lease Administration Services in a reasonable and good faith manner. CITY shall provide SBCTA with written justification that CITY has performed in a reasonable and good faith manner for each proposed lease, prior to amending a lease or entering into a new lease. CITY shall provide SBCTA staff with a copy of all amended or new leases. CITY may engage in any non-binding alternative dispute resolution arising from leases, provided CITY provides SBCTA notice of disputes and SBCTA has the option to participate in any such dispute resolution process. SBCTA shall be bound by any judgment entered into by a court of competent jurisdiction affecting the Non-Operating Property, to the extent necessary for CITY to comply with the judgment; provided, however, that CITY acknowledges and agrees that CITY is not released or relieved of or from any responsibility, obligation, liability or duty under or pursuant to this Agreement by SBCTA's agreement to be bound by such judgments, nor does SBCTA waive any rights or remedies provided hereunder or available pursuant to or at law or in equity.

8. ADD Article V, Section 5.12 CITY Provided Property Insurance:

Section 5.12 CITY Provided Property Insurance. CITY shall obtain and maintain property insurance covering the Non-Operating Property. Such insurance must be in such types and amounts as are or should be reasonably and typically maintained from time to time by CITY for other property owned by CITY, provided that, in any event, CITY shall provide SBCTA with an endorsement naming SBCTA as an additional insured. In the event of any damage to the Non-Operating Property, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using proceeds of such insurance to repair such damage. The CITY shall reimburse SBCTA for fifty percent (50%) of the cost of property insurance provided by SBCTA under Section 6.08 one fiscal year in the arrears.

9. ADD Article VI, Section 6.08 SBCTA Provided Property Insurance:

Section 6.08 SBCTA Provided Property Insurance. SBCTA shall obtain and maintain real property insurance covering the Station Platforms and the canopies in amounts as are or should be reasonably and typically maintained from time to time by SBCTA for other real and personal property owned by SBCTA, provided that SBCTA shall provide CITY with an endorsement naming CITY as an additional insured on all such policies. In the event of any damage to the Station Platforms or canopies, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using the proceeds of such insurance to repair such damage. Each fiscal year SBCTA shall notify the CITY of the cost of insurance described in this Section 6.08 in the then current fiscal year no later than January 31<sup>st</sup> of each fiscal year and shall invoice the CITY for reimbursement of fifty percent (50%) of the cost of the insurance provided under this Section 6.08.

10. Article IX, Section 9.01 Distribution to Parties is DELETED in its entirety and REPLACED as follows:

Section 9.01 Distribution to Parties. All proceeds that may accrue to the PARTIES under this Agreement shall be distributed to the PARTIES hereto in equal shares, except for any parking fees, which shall remain the sole property of the CITY as described in Section 5.06.

11. Article IX, Section 9.02 Distribution of Lease Revenues is DELETED in its entirety and REPLACED as follows:

Section 9.02 Distribution of Lease Revenues. CITY shall retain 3% of all gross lease revenues as its property management fee for the Administration of Leases defined in Section 5.11. The 3% property management fee shall first be deducted from the gross lease revenues and CITY shall use the balance of the gross revenues remaining after deduction of the property management fee to reimburse the PARTIES for all expenses associated with the operations of the STATION and/or any leases pursuant to this Agreement, including but not limited to utilities, security and maintenance and property insurance described in Article V and Article VI. Any lease revenue generated in given fiscal year remaining after all reimbursements have been paid shall be distributed by CITY to the CITY and SBCTA in equal shares in the following fiscal year. If there is insufficient lease revenue in a given fiscal year after the CITY retains 3% of the gross lease revenue and has applied parking fees collected pursuant to Section 5.06 towards defraying the costs described in Section 5.06, to cover all reimbursable expenses from that year, then the outstanding reimbursable expenses shall be reimbursed in direct proportion of the revenue generated to the total reimbursable expense outstanding. For example if, in a given fiscal year, after the CITY has retained 3% of all gross lease revenues,

the remaining revenues are enough to cover only eighty percent (80%) of the total reimbursable expenses, then each PARTY shall be reimbursed eighty percent (80%) of the reimbursable expenses incurred in the same fiscal year.

12. ADD Article XI, Section 11.07, Paragraph E:

E. Each PARTY shall obtain and maintain, during the time this Agreement as amended is in effect, adequate insurance or self-insurance to cover its liability, defense, and indemnification obligations in order to protect itself and the other party.

13. Exhibit “F”, Rialto Station Site, depicting the Operating and Non-operating property associated with the commuter rail station, attached to Amendment Number No. 6 as Attachment 1, is incorporated by this reference.

**[Signatures on the following page.]**



IN WITNESS WHEREOF, the authorized parties have signed below;

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Name: Art Bishop  
Title: Board President

Date: \_\_\_\_\_

**CITY OF RIALTO**

By: \_\_\_\_\_  
Name: Marcus Fuller  
Title: City Manager

Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Name: Barbara A. McGee  
Title: City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Julianna K. Tillquist  
SBCTA General Counsel

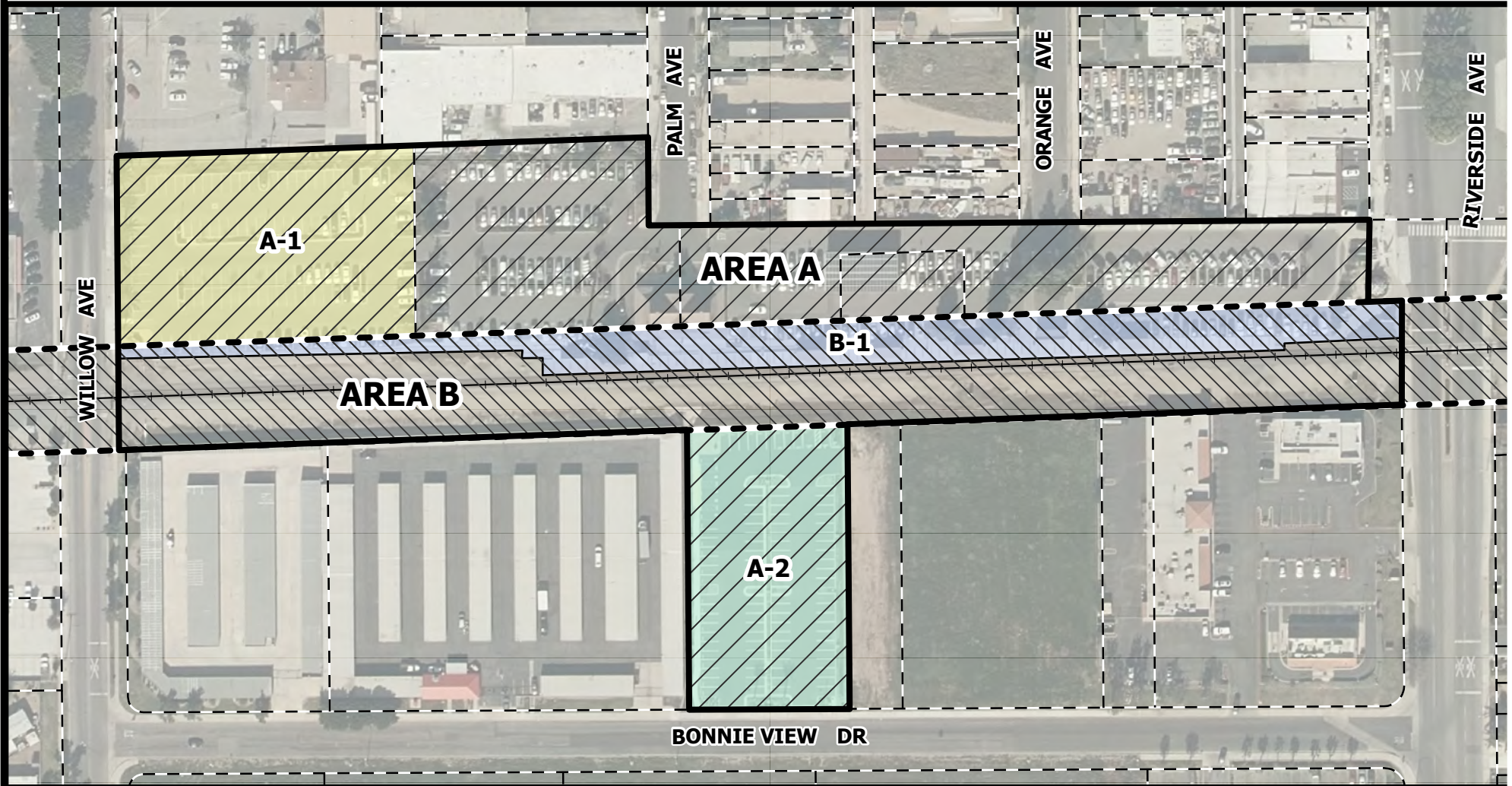
Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Eric S. Vail  
City Attorney

Date: \_\_\_\_\_

# EXHIBIT F - Rialto Station Site - Cooperative Agreement 93-049



## LEGEND

- Commuter Rail Station
- SBCTA Right of Way
- Parcel Data
- Rail Road Tracks
- Area A Non-Operating Property

- Area A-1 Phase I Parking Lot Expansion
- Area A-2 Phase II Parking Lot Expansion
- Area B Operating Property
- Area B-1 Station Platform/Maintenance area within Operating Property

SBCTA Administrative Contract No. 00-1000147, 22-1002800



**cta**

San Bernardino County  
Transportation Authority

0 55 110 220 Feet

## General Contract Information

Contract No: 19-1002233 Amendment No.: 2Contract Class: Payable Department: TransitVendor No.: 02268 Vendor Name: CITY OF UPLANDDescription: Upland Station Cooperative AgreementList Any Related Contract Nos.: C93-051; RSSB003622; 22-1002799

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

## Contract Authorization

Board of Directors Date: 7/6/2022 Committee Item #

## Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Funding Agreement Annual Payments

## Accounts Payable

Estimated Start Date: 3/8/1993 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 Lev	Revenue Code	Name	\$	-
GL:									\$	-
GL:									\$	-
GL:									\$	-
GL:									\$	-
GL:									\$	-
GL:									\$	-
GL:									\$	-
GL:									\$	-
GL:									\$	-
GL:									\$	-
GL:									\$	-

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: Contract originally approved as C93-051; Under receivable 22-1002799 SBCTA will invoice the City annually for 50% of the cost of insurance for the station platforms and canopies one (1) FY in the arrears. SBCTA also entitled to 50% of lease revenues collected in excess of the cost for provision of security, maintenance and security at the Station.

Attachment: CSS - 19-1002233 Upland (C93-051) (Payable) [Revision 2] (8667 : Station Agreement Amendments for Fontana, Montclair, Ontario,

## General Contract Information

Contract No: 22-1002799 Amendment No.: 2Contract Class: Receivable Department: TransitCustomer ID: UPLA CI Customer Name: CITY OF UPLANDDescription: Upland Station Cooperative AgreementList Any Accounts Payable Related Contract Nos.: C93-051; RSSB003622; 19-1002233

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

## Contract Authorization

Board of Directors Date: 7/6/2022 Committee Item #

## Contract Management (Internal Purposes Only)

Local Administrative Annual Payments

## Accounts Receivable

Total Contract Funding: \$ - Funding Agreement No: 22-1002799Beginning POP Date: 3/8/1993 Ending POP Date: 12/31/2039 Final Billing Date: 12/31/2039Expiration Date: 12/31/2039

Sub-						Sub-					
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL: I					-	GL: I					-
GL: I					-	GL: I					-
GL: I					-	GL: I					-
GL: I					-	GL: I					-
GL: I					-	GL: I					-

Ryan Aschenbrenner

Victor Lopez

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: SBCTA will invoice the City annually for 50% of the cost of insurance for the station platforms and canopies one (1) FY in the arrears. SBCTA also entitled to 50% of lease revenues collected in excess of the cost for provision of security, maintenance and security at the Station.

Attachment: CSS Upland Receivable (8667 : Station Agreement Amendments for Fontana, Montclair, Ontario, Rialto and Upland)

**AMENDMENT NO. 2 TO  
COOPERATIVE AGREEMENT 93-051  
BETWEEN THE  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
AND  
THE CITY OF UPLAND**

This Amendment No. 2 to Cooperative Agreement No. 93-051 is hereby made and entered into and effective this 6th day of July, 2022, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) and the CITY OF UPLAND (CITY) with regard to the management of jointly owned property at the Upland Metrolink Station.

WHEREAS, under SANBAG Contract No. 93-051, dated March 8, 1993, SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG) and the CITY entered into an agreement (Cooperative Agreement) for the design, construction, maintenance, and security of a commuter rail station (Station) south of East A Street between 2<sup>nd</sup> Avenue and 6<sup>th</sup> Avenue; and

WHEREAS, SANBAG and the CITY amended the Cooperative Agreement by Amendment No. 1 on January 10, 2001, to specify and clarify certain responsibilities and obligations of the parties, including the provision of a mechanism for the CITY to provide lease administration services; and

WHEREAS, on January 1, 2017, SBCTA became the successor agency to SANBAG pursuant to California Public Utilities Code Section 130800 et. seq., also known as the San Bernardino County Transportation Authority Consolidation Act of 2017; and

WHEREAS, SBCTA and CITY (collectively PARTIES and individually PARTY) desire to further amend the aforesaid Cooperative Agreement to clarify the responsibility of the PARTIES with respect to the insurance of assets under the Cooperative Agreement and the apportionment of costs for said insurance.

NOW THEREFORE, the PARTIES hereto do mutually agree to amend the Cooperative Agreement as follows:

1. The recitals above are true and correct and are hereby incorporated herein by this reference.
2. Except as specifically amended by this Amendment No. 2, all other provisions of the Cooperative Agreement, as amended by Amendment No. 1, shall remain in full force and effect.
3. All references in the Cooperative Agreement to SAN BERNARDINO ASSOCIATED GOVERNMENTS or SANBAG shall mean SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA).



4. Section 1.01.h is ADDED as follows:

Section 1.01.h “Operating hours” shall mean the time period each day starting from thirty (30) minutes before the arrival of the first passenger train of the day operated by SCRRA and ending thirty (30) minutes after the departure of the last passenger train of the day operated by SCRRA.

5. Article V, Section 5.04 Reservation of Commuter Rail Parking is DELETED in its entirety and REPLACED as follows:

Section 5.04 Reservation of Commuter Rail Parking. CITY shall perform appropriate planning, zoning, and permit activities to ensure that not less than two hundred twenty-seven (227) parking spaces located upon the station site are reserved exclusively for rail commuters during Operating hours.

6. Article V, Section 5.07 Administration of Leases is DELETED in its entirety and REPLACED as follows:

Section 5.07 Administration of Leases. CITY shall administer all leases (existing and future) for use of the non-operating property. Such administration of leases shall include, but not be limited to: screening and selecting tenants; entering into or amending any lease for the use of the non-operating property; approving tenant modifications and/or improvements; determining, collecting, depositing and disbursing rents, charges, fees, and/or deposits of any other amount receivable with respect to the occupancy of the non-operating property; terminating tenancies; commencing evictions, executing notices to vacate, and initiating judicial proceedings to effect such actions (the “Lease Administration Services”). CITY shall carry out the Lease Administration Services in a good faith and reasonable manner. CITY shall provide SBCTA with justification for each proposed action prior to amending a lease, entering into a new lease, or approving tenant modifications or improvements. CITY shall provide SBCTA staff with a copy of all amended or new leases or plans for tenant modifications or improvements approved by CITY. Notwithstanding anything to the contrary, CITY shall not make any Lease Administration Services approval which would result in an encroachment upon the station platform areas, reduce the number of parking spaces reserved exclusively for rail commuters during operating hours below the requirement set forth in Section 5.04, or increase the average distance of said reserved parking spaces from the station platform areas, without prior approval from SBCTA’s Board of Directors.

7. ADD Article V, Section 5.09 CITY Provided Insurance:

Section 5.09 CITY Provided Insurance. CITY shall obtain and maintain property insurance covering the non-operating property. Such insurance must be in such types and amounts as are or should be reasonably and typically maintained from time to time by CITY for other property owned by CITY, provided that, in any event, CITY shall provide SBCTA with an endorsement naming SBCTA as an

additional insured. In the event of any damage to the non-operating property, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using proceeds of such insurance to repair such damage. The CITY shall reimburse SBCTA for fifty percent (50%) of the cost of property insurance provided by SBCTA under Section 6.09 one fiscal year in the arrears.

8. ADD Article VI, Section 6.09 SBCTA Provided Insurance:

Section 6.09 SBCTA Provided Insurance. SBCTA shall obtain and maintain real property insurance covering the Station Platforms and the canopies in amounts as are or should be reasonably and typically maintained from time to time by SBCTA for other real and personal property owned by SBCTA, provided that SBCTA shall provide CITY with an endorsement naming CITY as an additional insured on all such policies. In the event of any damage to the Station Platforms or canopies, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using the proceeds of such insurance to repair such damage. Each fiscal year SBCTA shall notify the CITY of the cost of insurance described in this Section 6.09 in the then current fiscal year no later than January 31<sup>st</sup> of each fiscal year and shall invoice the CITY for reimbursement of fifty percent (50%) of the cost of the insurance provided under this Section 6.09.

9. Article IX, Section 9.01 Distribution of Lease Revenue is DELETED in its entirety and REPLACED as follows:

Section 9.01 Distribution to Parties. All proceeds that may accrue to the PARTIES under this Agreement shall be distributed to the PARTIES hereto in equal shares, except for any parking fees, which shall remain the sole property of the CITY as described in Section 5.05.

10. ADD Article IX, Section 9.02 Distribution of Lease Revenues:

Section 9.02 Distribution of Lease Revenues. CITY shall retain 3% of all gross lease revenues as its property management fee for the Administration of Leases defined in Section 5.07. The 3% property management fee shall first be deducted from the gross lease revenues and the balance of the gross revenues shall be used to reimburse the PARTIES for all expenses associated with the operations of the STATION and/or any leases pursuant to this Agreement, including but not limited to utilities, security and maintenance and property insurance described in Article V and Article VI. Any lease revenue generated in given fiscal year remaining after all reimbursements have been paid shall be distributed to the CITY and SBCTA in equal shares in the following fiscal year. If there is insufficient lease revenue in a given fiscal year after the CITY retains 3% of the gross lease revenue and has applied parking fees collected pursuant to Section 5.05 towards defraying the costs



described in Section 5.05, to cover all reimbursable expenses from that year, then the outstanding reimbursable expenses shall be reimbursed in direct proportion of the revenue generated to the total reimbursable expense outstanding. For example, if in a given fiscal year, after the CITY has retained 3% of all gross lease revenues, the remaining revenues are enough to cover only eighty percent (80%) of the total reimbursable expenses then each PARTY shall be reimbursed eighty percent (80%) of the reimbursable expenses incurred in the same fiscal year.

11. Article XII, Section 12.02 Distribution on Termination: DELETE reference to “Section 8.01” and REPLACE with reference to “Section 9.01.”
12. First Amendment to Upland Metrolink Station Cooperative Agreement, Exhibit B Upland Metrolink Station Level of Security and Maintenance Service, Security: DELETE each instance of “fifteen minutes” and REPLACE each with “thirty (30) minutes.”

**[Signatures on the following page.]**

IN WITNESS WHEREOF, the authorized PARTIES have signed below;

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF UPLAND**

By: \_\_\_\_\_  
Name: Art Bishop  
Title: Board President

By: \_\_\_\_\_  
Name: Michael Blay  
Title: City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Julianna K. Tillquist  
SBCTA General Counsel

By: \_\_\_\_\_  
Stephen P. Deitsch  
City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ***Minute Action***

### AGENDA ITEM: 7

***Date:*** June 9, 2022

***Subject:***

Fiscal Year 2022/2023 State of Good Repair Program Allocations

***Recommendation:***

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

A. Allocate \$4,171,500 of State of Good Repair Program – Population Share and Operator Share funding to the following projects:

- i. Bus Stop Improvements – Morongo Basin Transportation Authority (MBTA) - \$133,943
- ii. Bus Stop Improvements – Mountain Area Regional Transit Authority (Mountain Transit) - \$87,241
- iii. Preventative Maintenance – City of Needles - \$9,123
- iv. Facilities Improvements – Omnitrans - \$364,107
- v. Service Vehicles – Victor Valley Transit Authority (VVTa) - \$726,722
- vi. Paratransit Replacement Vehicles – VVTa - \$60,000
- vii. Metrolink Capital Maintenance – Southern California Regional Rail Authority (SCRRA) - \$284,553
- viii. Arrow Maintenance Facility Upgrade Project- San Bernardino County Transportation Authority (SBCTA) – \$2,505,811

B. Adopt Resolution No. 22-075, authorizing the Executive Director, or his designee, to submit project nominations to the California Department of Transportation for Fiscal Year 2022/2023 State of Good Repair Program funds for the projects listed above.

***Background:***

Senate Bill (SB) 1, also known as the Road Repair and Accountability Act of 2017, was approved in April 2017 and will provide over \$50 billion in new transportation funding over the next decade to improve transit service and repair highways, bridges and local roads. The State of Good Repair (SGR) Program, derived from the approval of SB 1, is funded from a portion of a Transportation Improvement Fee on vehicle registrations and provides approximately \$105 million annually to transit operators in California for eligible maintenance, rehabilitation and capital projects. While SB 1 addresses a variety of transportation needs, the SGR Program has a specific goal of keeping transit systems in a state of good repair, including the maintenance and rehabilitation of transit facilities and vehicles, and the purchase of new transit vehicles.

Administered by the California Department of Transportation (Caltrans), SGR Program funds are apportioned to eligible agencies using the State Transit Assistance (STA) Program formula. The formula apportions 50 percent of the available SGR funds by population and the remaining 50 percent by operator revenues from the prior fiscal year (FY), in accordance with Public Utilities Code (PUC) Section 99313 and PUC Section 99314, respectively. The State Controller's Office (SCO) is responsible for determining the estimated funding levels for PUC Section 99313 (Population Share) and PUC Section 99314 (Operator Share) funds. San Bernardino County Transportation Authority (SBCTA), as the regional transportation

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planning agency, will receive direct allocations of SGR funds in accordance with PUC Section 99312.2(c) and is responsible for allocating SGR-Population Share funds to projects based on local need and sub-allocating SGR-Operator Share funds to the transit operators in the San Bernardino County region based on the amounts published by the SCO. SBCTA is further responsible for providing a list annually to Caltrans of all projects proposed to be funded with SGR funds made available to San Bernardino County. Agencies eligible to receive SGR funds include SBCTA, Omnitrans, Victor Valley Transit Authority (VVTA), Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit Authority (Mountain Transit), City of Needles, and Southern California Regional Rail Authority (SCRRA).

In March 2022, the SBCTA Board of Directors (Board) approved the total FY 2022/2023 SGR-Population Share apportionment for \$3,457,188, in accordance with estimates released by the SCO. The Board also approved apportioning the funds to the Valley and Mountain/Desert areas based on California Department of Finance Population Data and further apportioning the Mountain/Desert SGR-Population Share apportionment to the Mountain/Desert transit operators in accordance with the population of their respective service areas. The total amount of FY 2022/2023 SGR-Population Share funds available to the Valley and Mountain/Desert is \$2,505,811 and \$951,377 respectively. As required, SGR-Operator Share funds are allocated to the transit operators in the San Bernardino region based on the amounts determined by the SCO. Since SBCTA has no discretion in the apportionment of the SGR-Operator Share, and Caltrans does not require revised allocation documents, the Board authorized SBCTA staff to release SGR-Operator Share funds as they are received. The final SGR-Population Share apportionments were approved by the Board in March 2022 and the estimated SGR-Operator Share funds to be disbursed are included below in Table 1.

**Table 1 – Fiscal Year 2022/2023 SGR-Population Share and Operator Share Apportionments**

Agency	Population Share <sup>1</sup>	Operator Share	Total SGR Apportionment
Valley	\$2,505,811	-	\$2,505,811
Omnitrans	-	\$364,107	\$364,107
SCRRA	-	\$284,553	\$284,553
MBTA	\$123,026	\$10,917	\$133,943
Mountain Transit	\$81,243	\$5,998	\$87,241
City of Needles	\$8,505	\$618	\$9,123
VVTA	\$738,603	\$48,119	\$786,722
<b>Total</b>	<b>\$3,457,188</b>	<b>\$714,312</b>	<b>\$4,171,500</b>

<sup>1</sup> Apportionment includes revenue over FY 2020/2021 estimate + interest.

SBCTA staff contacted all transit operators requesting the submission of a proposed list of projects to be funded with SGR funds. Based on project list submittals and discussions with the operators concerning the availability of funds, SBCTA staff is recommending the following projects for FY 2022/2023 SGR allocations:

MBTA Bus Stop Improvements - \$133,943

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MBTA will be using SGR money to improve bus stops in the MBTA service area. This will include lighting, benches, shelters, and bus and shelter pads.

### Mountain Transit Bus Stop Improvements - \$87,241

Mountain Transit will be using SGR money to improve bus stops in the Mountain Transit service area. This will include lighting, benches, shelters, and bus and shelter pads.

### City of Needles Preventative Maintenance - \$9,123

Per an agreement with the City of Needles, Transportation Concepts provides Needles Area Transit service and facilitates preventative maintenance on the vehicles used for service. The City of Needles will use SGR funds to partially fund the preventative maintenance portion of the Transportation Concepts contract.

### Omnitrans Facilities Improvements - \$364,107

Omnitrans would utilize the SGR funding to do upgrades at their East and West Valley Maintenance facilities. This will include all activities, supplies, materials, labor services and associated costs required to preserve or extend the functionality and serviceability of the assets (facilities) in a cost effective manner, up to and including the current state of good repair. Example work would include but is not limited to: repairs of building, service and repairs of building equipment, elevator service and HVAC services will be performed as required within Omnitrans' facility management plan.

### VVTA Service Vehicles - \$726,722

This project will add ten (10) service vehicles to VVTA's fleet and two (2) additional level 2 chargers for the service vehicle fleet. This will decrease down time and increase reliability to ensure that the drivers have the support vehicles needed to make service.

### VVTA Paratransit Replacement Vehicles - \$60,000

As part of VVTA's fleet replacement plan, VVTA systematically replaces transit vehicles that are part of the active vehicle fleet. SGR funds will be used for the purchase of replacement vehicles as outlined in the Transit Asset Management plan. The vehicles being replaced are in poor condition. Two (2) paratransit vehicles will be replaced using SGR funds.

### Metrolink Capital Maintenance - \$284,553

SCRRA will use SGR funds to rehabilitate, reconstruct, or replace various Metrolink structures and equipment vital to Metrolink service including: track, track beds, signals, communication systems, facilities and stations, platforms, signage, and rolling stock. This funding will be allocated with SCRRA's FY 2022/2023 Rehabilitation Program subsidy.

### SBCTA Arrow Maintenance Facility (AMF) Upgrade Project - \$2,505,811

SBCTA will use SGR funds for the Arrow Maintenance Facility Upgrade project. The AMF Upgrade Project will upgrade the building which will allow the ZEMU to enter the AMF building without releasing the H2 fuel.

Caltrans requires that SBCTA submit an authorizing resolution from its governing board that approves the submission of the Certifications and Assurances (included as Attachment 1), authorizes SBCTA to accept the SGR funds, and authorizes SBCTA's Executive Director, or his

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designee, to execute the Certifications and Assurances and other relevant documents necessary for funding and completing the SGR-funded projects.

***Financial Impact:***

This item is consistent with the proposed Fiscal Year 2022/2023 Budget.

***Reviewed By:***

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

***Responsible Staff:***

Nancy Strickert, Transit Manager

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Approved  
Transit Committee  
Date: June 9, 2022

Witnessed By:

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San Bernardino County Transportation Authority

**RESOLUTION NO. 22-075****RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE PROJECTS FUNDED BY CALIFORNIA STATE OF GOOD REPAIR PROGRAM FUNDS**

**WHEREAS**, the San Bernardino County Transportation Authority (SBCTA) is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

**WHEREAS**, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

**WHEREAS**, the guidelines require local agencies to execute certifications and assurances, authorized agent forms and other documents in order to receive SGR funds; and

**WHEREAS**, SBCTA wishes to implement the SGR Projects listed below.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the San Bernardino County Transportation Authority, as follows:

Section 1. The fund recipient, SBCTA, agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and the Authorized Agent documents and applicable statutes, regulations and guidelines for all SGR funded transit projects.

Section 2. The SBCTA Executive Director, Raymond W. Wolfe, is authorized to execute all required documents of the SGR program, and any Amendments thereto with the Department.

Section 3. The submittal of the following project nominations to the Department for Fiscal Year 2022/2023 SGR funds is hereby authorized:

Morongo Basin Transportation Authority Bus Stop Improvements  
Mountain Transit Bus Stop Improvements  
City of Needles Preventative Maintenance  
Omnitrans Facility Improvements  
Victor Valley Transportation Authority Service Vehicles  
Victor Valley Transportation Authority Paratransit Replacement Vehicles  
Southern California Regional Rail Authority Metrolink Capital Maintenance  
San Bernardino County Transportation Authority Arrow Maintenance Facility Upgrade Project

Section 4. This resolution shall take effect immediately upon its adoption.



PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on July 6, 2022.

By: \_\_\_\_\_  
Curt Hagman, Board President  
San Bernardino County Transportation Authority

ATTEST:

By: \_\_\_\_\_  
Marleana Roman, Clerk of the Board  
San Bernardino County Transportation Authority

DRAFT

**State Transit Assistance State of Good Repair Program****Recipient Certifications and Assurances**

**Recipient:** Name\_\_\_\_\_.

**Effective Date:** Date Month, 20xx\_\_\_\_\_.

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

**A. General**

- (1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.
- (2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project..
- (3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

**B. Project Administration**

- (1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.
- (2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.
- (3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

- (4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.
- (5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.
- (6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.
- (7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.
- (8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.
- (9) Funds will be expended in a timely manner.

### **C. Reporting**

- (1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:
  - a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31<sup>st</sup>) of each year.
  - b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

### **D. Cost Principles**

- (1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall

comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- (3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

#### **E. Record Retention**

- (1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a

project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

- (3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

#### **F. Special Situations**

- (1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.
- (2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.
- (3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project.. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

**AGENCY NAME**

**BY:**

\_\_\_\_\_  
 AUTHORIZING OFFICER, Title  
 Unit/Department

**ATTACHMENT I**

(INSERT Agency Board Resolution approving this document)

DRAFT

## ***Minute Action***

AGENDA ITEM: 8

***Date:*** June 9, 2022

***Subject:***

Transportation Development Act Unmet Needs Hearing for Fiscal Year 2022/2023

***Recommendation:***

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

- A. Adopt definitions of “Unmet Transit Needs” and “Reasonable to Meet”, as identified in Attachment A; and
- B. Set time, date and location for the Transportation Development Act Unmet Transit Needs Public Hearing.

***Background:***

Each year, San Bernardino County Transportation Authority (SBCTA) is required by Public Utilities Code Sections 99238.5 and 99401.5, to hold public hearings for obtaining testimony regarding unmet transit needs that can be reasonably met, and must adopt findings prior to making an allocation of Local Transportation Funds (LTF) for streets purposes. The information obtained at these hearings will be used in the planning and budget development of the affected transit operators for the subsequent fiscal year, as recommended in the transit operators’ performance audit. Written comments will also be accepted until November 30, 2022.

The California Department of Transportation has suggested that the definitions of “Unmet Transit Needs” and “Reasonable to Meet”, be reviewed and adopted on a periodic basis. On May 4, 2016, the SBCTA Board of Directors (Board) approved the definitions contained in Attachment A. These definitions will be used to respond to the testimony received.

One public hearing is being proposed with the location being in the City of Hesperia. The Victor Valley Transit Authority (VVTa) Board will serve as the hearing board, on behalf of SBCTA, at this location, as allowed by Public Utilities Code Section 99401.5. This allows for VVTa Board to hear testimony from passengers while SBCTA staff compiles testimony to determine if any unmet needs can be reasonably met. The recommendation related to unmet needs is then reported to the SBCTA Board for approval. If VVTa determines that they will need all their LTF for public transit needs during the upcoming budget process for Fiscal Year 2022/2023, this unmet needs meeting will be canceled. In accordance with SBCTA Board action in June 1993, and Morongo Basin Transit Authority Board action in June 2019, a public hearing will not be held in the Valley and Morongo Basin (Low Desert), as all LTF revenues are committed to transit. The schedule for the proposed hearing is as follows:

**Upper Desert Region**  
 Monday, September 19, 2022, at 9:30 AM  
 Victor Valley Transit Authority  
 17150 Smoke Tree Street  
 Hesperia, CA 92345

*Entity: San Bernardino County Transportation Authority*



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Transportation will be provided by VVTA for those wishing to attend the hearing and that live within their service area.

***Financial Impact:***

This item is consistent with the Proposed Fiscal Year 2022/2023 Budget.

***Reviewed By:***

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

***Responsible Staff:***

Nancy Strickert, Transit Manager

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Approved  
Transit Committee  
Date: June 9, 2022

Witnessed By:

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San Bernardino County Transportation Authority

As adopted by SBCTA  
May 4, 2016

## **Attachment A**

### **San Bernardino County Definitions of “Unmet Transit Needs” and “Reasonable to Meet” As recommended by the Public and Specialized Transportation Advisory and Coordination Council (PASTACC)**

**Adopted May 4, 2016  
by the San Bernardino County Transportation Authority**

**Unmet Transit Needs:** Unmet transit needs are any deficiency in the provision of public transit services, specialized transit service, or private for-profit and non-profit transportation.

**Reasonable to Meet:** Reasonable to meet is a determination to be made based upon the following guidelines, performance, and financial standards in accordance with federal Title VI Non Discrimination regulations and recognizing the following components:

- A. Community acceptance** – The proposed service has community acceptance and support as determined by the Unmet Transit Needs public hearing record or as a component of adopted programs and plans.
- B. Implementation** - The proposed service shall:
  1. Be in response to an existing rather than future need.
  2. Be implemented consistent with the timing of funding availability.
  3. Be implemented safely and in accordance with local, state, and federal laws and regulations.
  4. Not cause the operator to incur expenditures in excess of the maximum amount of Local Transportation Funds (LTF), State Transportation Assistance (STA) funds, Federal Transit Administration (FTA) funds, fare revenues, and local support.
- C. Cost effectiveness** – The proposed service shall:
  1. Minimize duplication of existing transportation services or resources.
  2. Consider opportunities for coordinating among adjoining public entities or with private transportation providers and/or funding agencies in order

to maximize existing resources (including financial) as well as legal or customary responsibilities of other entities such as social service agencies, religious organizations, and schools.

3. Excluding the first three years, not adversely affect systemwide performance standards including the operator's ability to meet the required farebox recovery.
4. Show continued progress in key performance indicators over the pilot period.

## ***Minute Action***

AGENDA ITEM: 9

***Date:*** June 9, 2022

***Subject:***

Fiscal Year 2022/2023 Transit Operator Allocations

***Recommendation:***

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

- A. Approve Fiscal Year 2022/2023 Transit Operator Funding Allocations to the City of Needles, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans and Victor Valley Transit Authority.
- B. Approve revisions to the transit agencies' Short Range Transit Plans revenue assumptions to reflect the final allocation amounts.
- C. Approve the revised Congestion Mitigation and Air Quality Allocation Plan through Fiscal Year 2031/2032.

***Background:***

San Bernardino County Transportation Authority (SBCTA) staff has worked with each of the transit operators to determine their funding needs for Fiscal Year (FY) 2022/2023. Attachment 1 outlines the proposed FY 2022/2023 transit funding allocations for the individual transit operators. Attachment 2 contains the recommended revisions to the operator Short Range Transit Plans (SRTP) revenue assumptions to reflect consistency with the proposed FY 2022/2023 allocations. Attachment 3 is the proposed revised Congestion Mitigation and Air Quality Allocation Plan through FY 2031/2032 that has been developed in coordination with the transit operators. Allocations to SBCTA and Southern California Regional Rail Authority (SCRRA) are addressed in separate SBCTA Board of Directors (Board) actions.

The COVID-19 pandemic appears to be drawing to a close, however, transit ridership throughout San Bernardino County has yet to fully recover to pre-pandemic levels and the loss of passenger fare revenue continues to be significant. SBCTA staff has been working with the transit operators to ensure that previous stimulus funds cover fare revenue losses, and fill transit operating needs as transit services are restored.

**Fund Source Detail**

On an annual basis, SBCTA allocates a variety of funds to the transit operators in San Bernardino County. SBCTA's role in each of the fund sources varies, as well as the parameters by which the operators can use the funds. Below is a summary of each fund source and detailed information on how the allocation amount is determined, SBCTA's role, and how the funds can be used.

Local Transportation Fund (LTF) - LTF is derived from a quarter cent of the general sales tax collected statewide, enacted as part of the Transportation Development Act (TDA) of 1971. LTF is the most flexible funding source available for transit as it can be used for capital and operations with minimal restrictions and does not require matching funds. The main qualifying

*Entity: San Bernardino County Transportation Authority*

requirement is that an operator must maintain a minimum ratio of fare revenue to operating cost of at least 20% in urban areas and 10% in rural areas, unless an alternate ratio has been adopted.

In March 2021, staff presented the Board with the recommended LTF apportionment for the following year. The COVID-19 pandemic was predicted to severely impact LTF revenues, but the Wayfair Decision had positive impacts, and LTF revenues have continued to increase year-over-year. The annual apportionment includes the estimated amount available, a 10% reserve per Board policy, and priority uses per the TDA. Set-asides for priority uses prior to apportioning based on population include: 1% for TDA administrative costs, 3% for SBCTA planning efforts, 3/4% for Southern California Association of Governments (SCAG) planning efforts, and 2% for pedestrian and bike facilities. In accordance with TDA, the remainder of LTF can be set aside for passenger rail service operations, capital improvements and community transit services, prior to area apportionment. However, SBCTA does not elect to use that set-aside and instead allocates to rail and community transit services after apportioning the remaining balance geographically based on population.

In the Valley Subarea, LTF is entirely used for transit purposes with the focus on maintaining a steady flow of operation funding available in the future. In the Mountain/Desert Region, LTF is allocated to the individual transit operators based on population of their service areas. The amount identified in Attachment 1 is the total LTF available to the Mountain/Desert operators. As of FY 2020/2021, the Victor Valley Transit Authority (VVTA) was the last transit operator returning LTF dollars to the local jurisdictions in their service area for road maintenance purposes, in accordance with the TDA unmet needs process. However, due to the large unfunded mandate to transition to zero-emission buses, it is anticipated that all dedicated transit funding will be needed for transit purposes and VVTA will no longer return LTF to their member jurisdictions for streets and roads purposes when there is a forecasted near-term need. To that end, the SBCTA Board adopted a revision to Policy No. 31701 in June 2022 to ensure that Allocations of State and Federal funds to transit operators shall only supplement, not supplant, funds available for transit purposes. In the case that funds primarily available for transit purposes, like LTF, are not claimed by the transit operator and are allocated to jurisdictions for local streets and roads, an equal amount of State and Federal funds shall be removed from near-term planned allocations to the transit operator.

State Transit Assistance (STA) – STA funding is derived from the statewide sales tax on diesel fuel, enacted as part of the TDA. Each January, the State Controller's Office (SCO) provides a STA revenue estimate for the following year. The total STA estimate from the SCO in February 2022 for San Bernardino County for FY 2022/2023, was \$24.6 million. That included funding from Senate Bill (SB) 1, which stabilized STA after years of decreasing and uncertain STA revenues.

STA funds are allocated to SBCTA in accordance with California Public Utility Code (PUC) as follows: 1) 50% under PUC Section 99313, STA-Population Share, based on the ratio of the population of the area under its jurisdiction to the total population of the state; and 2) 50% under PUC Section 99314, STA-Operator Share, which is allocated to individual operators based on the ratio of the prior year transit operator passenger fare and local support revenues, including revenues from member agencies, to the total revenues of all operators in the state and member agencies. The amount of STA-Operator Share funds available to each transit operator on an

annual basis is determined by the SCO, and SBCTA functions as a pass-through agency for this portion of STA for all operators except SCRRA. SCRRA is allocated STA-Operator Share funds as needed to meet their annual subsidy requirements, and if 100% of the funds are not needed in a given year, the funds are reserved solely for future use by SCRRA.

The STA-Population Share revenue is apportioned to the Valley and Mountain/Desert regions based on population. STA-Population Share is then allocated to the operators on an as-needed basis, as approved by the Board. The STA-Population Share has historically been limited to funding capital projects unless the operator can demonstrate compliance with a specific efficiency calculation. However, recent changes to California State law concerning the use of these funds for operations have provided additional flexibility to use STA for operating.

State of Good Repair (SGR) – SB1 also added a new SGR Program to STA that is apportioned to SBCTA and the operators in the same manner as STA. SGR funds are derived from a portion of the Transportation Improvement Fee on vehicle registrations. Since the amount is determined from the total collections, prior to other allocations, SGR funding is anticipated to be less volatile to economic conditions. SGR provides funding to transit operators in California for eligible maintenance, rehabilitation, and capital projects with the specific goal of keeping transit systems in a state of good repair. SGR-Operator Share funds are apportioned and allocated in the same manner as STA-Operator Share funds. SGR-Population Share funds apportioned to the Valley are allocated on a case-by-case basis as approved by the Board, and in the Mountain/Desert, allocations to operators are made by population with SBCTA functioning as a pass-through agency, similar to the Operator shares of both STA and SGR. SGR funds do not require matching funds. These amounts are consistent with the SGR allocations in a concurrent item on this agenda.

Low Carbon Transit Operations Program (LCTOP) – LCTOP is a source of State funding and one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by California Legislature in 2014 by SB 862. The LCTOP was created to provide transit operating and capital assistance to eligible project sponsors in an effort to reduce greenhouse gas emissions and improve mobility, with priority on serving disadvantaged communities. This program is funded by auction proceeds from the California Air Resources Board (CARB) Cap-and-Trade Program, where proceeds are deposited into the Greenhouse Gas Reduction Fund (GGRF). Although 5% of future annual GGRF proceeds will continue to be appropriated to the LCTOP; staff is cautious about becoming reliant upon this funding source as the overall availability is market driven. LCTOP apportionments occur after the auctions are completed and the amounts are known, therefore, the amounts in Attachment 1 are based on auctions that have already occurred.

Example projects include new or expanded bus or rail service, expanded intermodal transit facilities, free or reduced-fare transit passes/vouchers, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project required to reduce greenhouse gas emissions. For agencies whose service area includes disadvantaged communities, at least 50% of the total monies received shall be expended on projects that will benefit disadvantaged communities.

As with STA funds, LCTOP funding is allocated pursuant to PUC Sections 99313 and 99314. SBCTA receives LCTOP funds by formula, based on the ratio of the population of the area under its jurisdiction, to the total population of the state. A transit operator that is eligible to receive STA funds per PUC Section 99314 is eligible to receive LCTOP funds by formula based on the ratio of the revenue of the transit operator's jurisdiction to the total revenue of all operators in the state. The transit operators receiving LCTOP funds per PUC Section 99314, work directly with the California Department of Transportation (Caltrans) to receive their LCTOP funds. In San Bernardino County, this includes City of Needles, Morongo Basin Transit Authority (MBTA), Mountain Transit (MT), VVTA, Omnitrans, and SCRRA.

Annually, staff recommends that LCTOP funds received under the population formula be further apportioned to the Valley and Mountain/Desert based on population, the same as STA funds that SBCTA receives per PUC Section 99313. After apportionment, LCTOP funds apportioned to the Valley are allocated on a case-by-case basis, as approved by the Board, and in the Mountain/Desert, allocations are made by population. LCTOP funds do not require matching funds.

Annually, the City of Needles requests that SBCTA swap their LCTOP allocations for STA funds to reduce the administrative burden of the LCTOP funds. A swap of \$14,019 was approved by the Board in March 2022.

Measure I Senior and Disabled Transit Program (MSI S&D) – In the Valley Subarea, 8% of the total Measure I collected is dedicated for MSI S&D, of which 2% is specifically dedicated to Consolidated Transportation Services Agency (CTSA) operations. Initially, in the Victor Valley Subarea, 5% of the total Measure I collected was dedicated to MSI S&D, with 1/2% increases every five (5) years after the initial collection of Measure I 2010-2040 revenues, to a maximum of 7.5%. Currently, 6% of the Victor Valley Subarea Measure I collected is allocated to VVTA to support S&D transit, with all increases above 5% coming from the MSI Local Streets Program. In the Rural Mountain/Desert Subareas, 5% of the total Measure I collected continues to be dedicated to MSI S&D based on Board approval in February 2019 as an increase was not required to address unmet transit needs of senior and disabled transit services.

100% of the estimated annual MSI S&D funds available are allocated to the transit operator serving the MSI Subarea. In the Valley Subarea, Omnitrans is the only operator eligible to use these funds. The MSI S&D funds are administered as a pass-through; therefore, the operators receive only the amounts actually received by SBCTA.

Federal Transit Administration (FTA) Section 5307 Urban Area Formula Funds – Section 5307 funds are Federal urban formula funds apportioned by SCAG to SBCTA for the Riverside/San Bernardino Urbanized Area (UZA) and the Los Angeles/Long Beach/Anaheim UZA. These Valley UZAs receive apportionments for Section 5307, per an apportionment formula codified in Title 49 of the United States Code, which includes a formulaic split for buses and fixed guideway. The Victorville/Hesperia UZA funds are apportioned directly to VVTA. VVTA is the only operator in an urbanized area in San Bernardino County outside the Valley area. Eligible activities include public transportation capital, planning, job access and reverse commute projects, as well as operating expenses under certain circumstances that do not exist in the San Bernardino Valley. This program requires a 20% local match. SBCTA is responsible



for allocating the funds available to the Riverside/San Bernardino UZA and Los Angeles/Long Beach/Anaheim UZA. During this current FY SBCTA's vanpool program, LOOP, has begun to generate funding in Section 5307 funding. As vanpools increase, they are expected to generate enough funding to cover the cost of this program.

FTA Section 5339 Urban Area Formula Funds for Bus and Bus Facilities – Section 5339 funds are Federal urban formula funds apportioned by SCAG to SBCTA for the Riverside/San Bernardino UZA and the Los Angeles/Long Beach/Anaheim UZA. The Victorville/Hesperia UZA funds are apportioned directly to VVTA. The formula is based on population, vehicle revenue miles, and passenger miles. This capital program provides funding to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities. This program requires a 20% local match.

FTA Section 5311 Rural Area Formula Funds (Regional Apportionment) – Section 5311 funds are rural formula funds apportioned by Caltrans to the San Bernardino County region based on population. Eligible activities include: public transportation planning, capital, operating, job access and reverse commute projects, and the acquisition of public transportation services. This program requires a 20% local match for capital projects and a 50% match for operating assistance. SBCTA further apportions the funds to the four rural operators based on population. SBCTA is responsible for ensuring proposed projects are selected and eligible, and for preparation of the Program of Projects (POP) that is submitted to Caltrans.

FTA Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program – Section 5310 funds are federal formula funds apportioned by SCAG to SBCTA for the Riverside/San Bernardino UZA, the Los Angeles/Long Beach/Anaheim UZA, and the Victorville/Hesperia UZA to support transportation services planned, designed and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas. Eligible activities would improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options, including both traditional capital investment and nontraditional investment beyond the Americans with Disabilities Act (ADA) complementary paratransit services. Although SCAG apportions this funding to SBCTA, the Riverside/San Bernardino and Victorville/Hesperia UZAs are administered through Caltrans on SBCTA's behalf. The Los Angeles/Long Beach/Anaheim UZA funds are allocated by SBCTA to Omnitrans as part of the Annual Operators allocation. Omnitrans, in return, will add MSI Consolidated Transportation Services Agency (CTSA) funds to its MSI CTSA call-for-projects in an amount equivalent to the Section 5310 funding received. This action was done to help ease the burden of FTA oversight by Omnitrans as non-profits had difficulty meeting some of the FTA requirements. This was approved by the Board in November 2020.

Congestion Mitigation and Air Quality Funds (CMAQ) – CMAQ funds are Federal formula funds apportioned by Caltrans based on population and emissions weight factors to specific air basins such as the South Coast Air Basin and Mojave Desert Air Basin. SBCTA receives annual apportionments of CMAQ funds and is the agency responsible for recommending projects. Activities typically eligible for CMAQ funding include: high occupancy vehicle and express lanes, transit improvements, travel demand management strategies, traffic flow improvements such as signal synchronization, and public fleet conversions to cleaner fuels. SBCTA is

## Transit Committee Agenda Item

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responsible for submitting a CMAQ annual report to the Federal Highway Administration (FHWA) and Caltrans. The annual report documents the results of emission reduction assessments for projects in San Bernardino County using CMAQ funding for each Federal FY. Each CMAQ project must be analyzed using calculation methodologies recommended and approved by Caltrans and the California Air Resources Board.

The Board has identified funding gaps for transit as a high priority for allocation of CMAQ funds. Additionally, the Board approved Policy No. 40023 in February 2015 to ensure a proportional share of State and Federal funds are available for each subarea in accordance with the Measure I 2010-2040 Expenditure Plan. Typically, the Board adopts a 10-year allocation plan for CMAQ funds to transit operators with annual updates during this allocation process, and also makes updates to the allocation plan and includes the plan as part of the biennial analysis of the 10-Year Delivery Plan.

An additional fund source available to the transit operators, not included above or identified in Attachment 1, is LTF Article 3 funds. Article 3 funds are made available to transit operators for projects that improve access to transit stops for pedestrians and persons with disabilities and to eligible entities for bicycle and pedestrian facilities. These funds are allocated through a call-for-projects process under separate Board action.

LTF, STA, SGR, and MSI S&D funds available for allocation to the individual transit operators are included in the SBCTA FY 2022/2023 Budget. However, this item includes an additional allocation to Mountain Transit for the new maintenance facility in Big Bear Lake. Depending on the timing of those improvements, a future budget amendment may be necessary.

***Financial Impact:***

This item is consistent with the Fiscal Year 2022/2023 Budget.

***Reviewed By:***

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

***Responsible Staff:***

Nancy Strickert, Transit Manager

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Approved  
Transit Committee  
Date: June 9, 2022

Witnessed By:

## ATTACHMENT 1

## Fiscal Year 2022/2023 Operator Allocations

SBCTA Allocations	MBTA	Mtn. Transit	Needles	Omnitrans	VVTA	Total
LTF	\$6,248,481	\$4,396,933	\$431,973	\$47,920,372	\$37,513,562	\$96,511,321
LTF Carryover	\$0	\$0	\$0	\$15,000,000	\$0	\$15,000,000
STA - Population	\$125,590	\$4,540,811	\$155,695	\$0	\$65,000	\$4,887,096
Measure I - S&D	\$156,500	\$150,100	\$28,300	\$12,139,050	\$1,833,400	\$14,307,350
Measure I - CTSA	\$0	\$0	\$0	\$4,046,350	\$0	\$4,046,350
CMAQ	\$0	\$724,129	\$0	\$0	\$0	\$724,129
FTA 5307 (non-stimulus)	\$0	\$0	\$0	\$17,245,799	\$8,337,734	\$25,583,533
FTA 5339 (non-stimulus)	\$0	\$0	\$0	\$2,034,284	\$1,130,123	\$3,164,407
FTA 5311 (non-stimulus)	\$568,530	\$401,916	\$56,584	\$0	\$958,494	\$1,985,524
Prior Year Surplus Funds	\$0	\$0	\$0	\$0	\$0	\$0
<b>Allocations/Estimates from other SBCTA Board actions or by other entities</b>						
STA - Operator	\$66,280	\$36,418	\$3,753	\$2,210,628	\$292,148	\$2,609,227
STA - Operator FY2020 Negative Balance <sup>1</sup>	\$0	\$0	\$0	\$0	-\$35,132	-\$35,132
SGR - Population	\$123,026	\$81,243	\$8,505	\$0	\$738,603	\$951,377
SGR - Operator	\$10,917	\$5,998	\$618	\$364,107	\$48,119	\$429,759
LCTOP - Population	\$188,579	\$124,531	Swapped for STA-Pop	\$2,607,450	\$1,132,156	\$4,052,716
LCTOP - Operator	\$17,342	\$9,529	Swapped for STA-Pop	\$578,411	\$76,441	\$681,723
FTA 5310 (non-stimulus)	\$0	\$0	\$0	\$0	\$0	\$0
<b>Grand Total</b>	<b>\$7,505,245</b>	<b>\$10,471,608</b>	<b>\$685,428</b>	<b>\$104,146,451</b>	<b>\$52,090,648</b>	<b>\$174,899,380</b>

<sup>1</sup> Due to VVTA STA-Operator shares being negative at the end of FY 2020/2021 because SCO estimate was higher than actual receipts.

## Attachment 2

Summary of Changes to SRTP Revenue Assumptions for FY 2022/2023<sup>1</sup>

Operator	FY 2021/2022 Total Revenues	LTF/ LTF Carryover	STA	SGR	LCTOP	Measure I	CMAQ	FTA Non-Stimulus (5307/5310/5311/ 5337/5339) <sup>2</sup>	FTA COVID-19 Stimulus (CARES/CRRSAA/ ARPA)
MBTA Plan <sup>3</sup>	\$ 4,256,571	3,262,490	191,870	109,036	151,262	131,274	-	410,639	
<b>Amendment</b>	<b>\$ 7,505,245</b>	<b>6,248,481</b>	<b>191,870</b>	<b>133,943</b>	<b>205,921</b>	<b>156,500</b>	<b>-</b>	<b>568,530</b>	<b>-</b>
Difference	\$ 3,248,674	2,985,991	-	24,907	54,659	25,226	-	157,891	-
Mountain Transit Plan	\$ 12,545,091	3,107,509	8,577,229	85,601	57,034	119,168	293,550	305,000	
<b>Amendment<sup>4</sup></b>	<b>\$ 10,471,608</b>	<b>4,396,933</b>	<b>4,577,229</b>	<b>87,241</b>	<b>134,060</b>	<b>150,100</b>	<b>724,129</b>	<b>401,916</b>	<b>-</b>
Difference	\$ (2,073,483)	1,289,424	(4,000,000)	1,640	77,026	30,932	430,579	96,916	-
Needles Plan <sup>5</sup>	\$ 513,878	225,653	216,114	7,663	10,464	13,357	-	40,627	
<b>Amendment<sup>6</sup></b>	<b>\$ 685,428</b>	<b>431,973</b>	<b>159,448</b>	<b>9,123</b>	<b>-</b>	<b>28,300</b>	<b>-</b>	<b>56,584</b>	<b>-</b>
Difference	\$ 171,550	206,320	(56,666)	1,460	(10,464)	14,943	-	15,957	-
Omnitrans Plan	\$ -						-	-	
<b>Amendment<sup>7</sup></b>	<b>\$ 104,146,451</b>	<b>62,920,372</b>	<b>2,210,628</b>	<b>364,107</b>	<b>3,185,861</b>	<b>16,185,400</b>	<b>-</b>	<b>19,280,083</b>	<b>-</b>
Difference	\$ 104,146,451	62,920,372	2,210,628	364,107	3,185,861	16,185,400	-	19,280,083	-
VVTA Plan <sup>8</sup>	\$ 35,178,382	19,107,454	256,123	677,157	839,654	1,223,531	2,500,000	10,574,463	
<b>Amendment</b>	<b>\$ 52,090,648</b>	<b>37,513,562</b>	<b>322,016</b>	<b>786,722</b>	<b>1,208,597</b>	<b>1,833,400</b>	<b>-</b>	<b>10,426,351</b>	<b>-</b>
Difference	\$ 16,912,266	18,406,108	65,893	109,565	368,943	609,869	(2,500,000)	(148,112)	-
Total Original Plan	\$ 52,493,922	25,703,106	9,241,336	879,457	1,058,414	1,487,330	2,793,550	11,330,729	-
<b>Total Amendment</b>	<b>\$ 174,899,380</b>	<b>111,511,321</b>	<b>7,461,191</b>	<b>1,381,136</b>	<b>4,734,439</b>	<b>18,353,700</b>	<b>724,129</b>	<b>30,733,464</b>	<b>-</b>
<b>TOTAL INCREASE/(DECREASE)</b>	<b>\$ 122,405,458</b>	<b>85,808,215</b>	<b>(1,780,145)</b>	<b>501,679</b>	<b>3,676,025</b>	<b>16,866,370</b>	<b>(2,069,421)</b>	<b>19,402,735</b>	<b>-</b>

<sup>1</sup> Does not include all SRTP revenues (i.e., passenger fares, advertising, directly received federal & other revenues)

<sup>2</sup> FTA FY 2022/2023 apportionments are not available now; amounts are estimates primarily based on FY 2021/2022 apportionments.

<sup>3</sup> MBTA revised their vehicle needs and CMAQ decreased as LTF covered their needs for FY22/23.

<sup>4</sup> Mtn Transit STA allocation includes \$4.5 million for new facilities. MT had a larger request however they will not need the entire amount during this fiscal year

<sup>5</sup> Needles swapping LCTOP for STA.

<sup>6</sup> In FY22/23 Needles will purchase one vehicles however the cost has come in lower than anticipated for STA dollars.

<sup>7</sup> Omnitrans SRTP 2021 - 2026 has not been completed. This Amendment adds this current year into their most recent SRTP 2015- 2021.

<sup>8</sup> VVTA's LTF increased and has funding available to cover CMAQ apportionment.

## Attachment 3

## CMAQ Allocation Plan for Transit Operators

	FY 2022/2023 <sup>3</sup>	FY 2023/2024	FY 2024/2025	FY 2025/2026	FY 2026/2027	FY 2027/2028	FY 2028/2029	FY 2029/2030	FY 2030/2031	FY 2031/2032 <sup>1</sup>	Total
MBTA	\$0	\$745,070	\$904,072	\$0	\$876,513	\$595,579	\$1,040,485	\$3,053,006	\$1,500,000	\$1,079,971	\$9,794,696
Omnitran <sup>2</sup>	\$0	\$18,305,820	\$36,891,083	\$10,467,232	\$23,012,095	\$23,284,020	\$24,784,868	\$0	\$42,072,196	\$0	\$178,817,314
VVTA	\$0	3,389,000	2,500,000	3,100,000	2,500,000	\$3,465,983	\$6,311,981	\$5,658,869	\$6,696,381	\$0	\$33,622,214
VVTA Barstow	\$0	\$650,000	\$0	\$650,000	\$0	\$650,000	\$0	\$650,000	\$0	\$0	\$2,600,000
MARTA	\$724,129	\$316,524	\$0	\$3,046,887	\$2,750,322	\$821,931	\$0	\$1,851,448	\$2,289,384	\$0	\$0
<b>Total</b>	\$724,129	\$23,406,414	\$40,295,155	\$17,264,119	\$29,138,930	\$28,817,513	\$32,137,334	\$11,213,323	\$52,557,961	\$1,079,971	\$224,834,224

## ***Minute Action***

### AGENDA ITEM: 10

***Date:*** June 9, 2022

***Subject:***

Omnitrans Specialized Transportation Services - Consolidated Transportation Services Agency Budget for Fiscal Year 2022/2023

***Recommendation:***

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

Approve the Omnitrans Specialized Transportation Services Budget for Consolidated Transportation Services Agency activities for Fiscal Year 2022/2023.

***Background:***

In November 2015, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Resolution No. 16-005, designating Omnitrans as the Consolidated Transportation Services Agency (CTSA) for the San Bernardino Valley. As part of this resolution, and subsequent Contract No. 16-1001458, it is required that the CTSA budget be approved by the SBCTA Board. In November 2020, the SBCTA Board approved Amendment No. 1 to Contract No. 16-1001458 which reappointed Omnitrans as the CTSA and extended the term an additional five (5) years through November 4, 2025.

When Omnitrans assumed CTSA responsibilities, they created a new department known as Specialized Transportation Services (STS). This would include all activities associated with their paratransit service, Access, and the CTSA services they now provide. Attachment 1 is the Omnitrans STS – CTSA budget for Fiscal Year (FY) 2022/2023, which does not include the entire budget of Omnitrans' STS department. The budget for the CTSA is comparable to that of previous years. Table 1 is a comparison between projects from FY 2021/2022 and FY 2022/2023.

**Table 1. FY 2021/2022 and FY 2022/2023 Comparison**

Programs	Admin	Travel Training	TREP	Lyft/Uber	Microtransit	Mobility Partners
FY 2021/2022	\$76,184	\$171,389	\$67,221	\$13,444	\$283,343	\$2,546,419
FY 2022/2023	\$83,994	\$34,127	\$174,069	\$204,814	\$459,111	\$2,733,336

During FY 2021/2022, Omnitrans budgeted \$140,000 in bus passes for the Travel Training Program. This was to encourage those who had been trained to continue to use public transit. However, due to the continuing impacts of the COVID-19 pandemic, this project was not started and Omnitrans decided not to pursue the free pass program as part of the Travel Training Program in FY 2022/2023. Additionally, the Travel Reimbursement Program (TREP) budget for FY 2021/2022 was underestimated. The amount for this program in FY 2022/2023 reflects the increase in usage during FY 2021/2022. In April 2022, Omnitrans discontinued its Lyft RIDE Program and launched Uber Ride. The increase in cost is based on projected potential ridership which covers multiple cities in Omnitrans' service area. Lastly, the Microtransit budget covers a full year for seniors and disabled on OmniRide for the cities of Chino Hills, Upland and Bloomington.

*Entity: San Bernardino County Transportation Authority*

It is important to note that any funding not used during this FY will be returned to Omnitrans Measure I CTSA fund balance and will be made available to Omnitrans and other mobility partners. Currently, Omnitrans has a Measure I CTSA balance of approximately \$16.4 million, and the anticipated revenue for FY 2022/2023 is \$4 million compared to a budget of \$3.7 million.

During FY 2021/2022, Omnitrans completed three (3) primary activities within the CTSA Function:

- 1) **Expanded OmniRide MicroTransit service to the cities of Upland and Bloomington.** OmniRide is an application-enabled, on-demand transit service using smaller vehicles that enhances mobility options for seniors and individuals with disabilities compared to OmniAccess service. The entire OmniRide program is not eligible for Measure I CTSA funding. However, the percentage of OmniRide costs that corresponds with the Americans with Disabilities Act (ADA), senior and disabled ridership share is eligible.
- 2) **Initiated OmniRide Uber in 2022.** Uber Ride is similar to the earlier Taxi Ride and Lyft RIDE programs. OmniRide Uber is a ride subsidy program for clients with additional mobility options at a relatively low cost. Omnitrans subsidizes half the cost of a trip, up to \$15 for qualified seniors and individuals with disabilities.
- 3) **Call-for-Projects and Funding Extensions for Regional Mobility Program Partners.** Omnitrans currently has 11 Regional Mobility program partners, nine (9) of which will be continuing into FY 2022/2023. These contracts are being reviewed and in the process of approval at Omnitrans. Additionally, there was a call for new project partners. A few new partners are scheduled to be recommended for award at the Omnitrans July 2022 Board meeting.

Other programs of note are the Travel Training, TREP/Volunteer Driver Reimbursement Program and Regional Mobility Partnership Program. During the COVID-19 pandemic, the Travel Training program was temporarily suspended for the health and safety of Omnitrans staff and travel training program clients. However, Travel Training is anticipated to resume in July 2022. Additionally, TREP/Volunteer Driver Reimbursement Program has remained operational throughout the pandemic. This program is one of the strongest mobility options offered by Omnitrans and experienced growth during the pandemic. This growth is attributed to passengers feeling more comfortable with this program as they are able to better control who they ride with as they select their own volunteer drivers.

Omnitrans has continued its Regional Mobility Partnership Program (RMP) throughout this period. In April 2022, Omnitrans staff, as well as staff from SBCTA and AMMA Transit Planning, completed the review and scoring of the most recent Measure I Call-for-Projects as mentioned earlier. For FY 2021/2022, there were a total of 11 RMP partners that provided a total of 66,368 trips reported for the year. The majority of these programs offer shuttles for residents or clients, or a volunteer driver program to provide additional mobility options. Table 2 shows current partners as well as Omnitrans programs and their ridership.



**Table 2. Annual Ridership Levels by Program**

<b>Omnitrans CTSA Program Ridership</b>	<b>CY2020</b>	<b>CY2021</b>	<b>%</b>
TREP Mileage Reimbursement Trips	13,383	15,699	17%
OmniRide Uber Ride Program ∞	0	0	
Taxi Ride Program *	0	0	
Lyft RIDE Program Trips <sup>+</sup>	0	0	
OmniRide Chino Hills, Upland & Bloomington <sup>^</sup>	921	5,496	497%
Travel Training Program*	0	0	
<b>Total Omnitrans Programs</b>	<b>14,304</b>	<b>21,195</b>	<b>48%</b>
<b>Regional Mobility Partner Programs</b>			
Anthesis	16,374	12,876	-21%
Central City Lutheran	2,118	1,609	-24%
City of Grand Terrace	2,063	3,746	82%
City of Redlands	2,585	1,005	-61%
AgingNext	20,966	14,994	-28%
OPARC	7,370	11,290	53%
City of Chino	5,870	5,125	-13%
Highland Senior Center	2,846	4,315	52%
Loma Linda University Adult Day Health	8,231	10,298	25%
West End YMCA	914	1,110	21%
<b>Partners Program Trips</b>	<b>69,337</b>	<b>66,368</b>	<b>-4%</b>
<b>Total Trips</b>	<b>83,641</b>	<b>87,563</b>	<b>5%</b>

+ This program was discontinued during the pandemic.

\* This program was temporarily suspended for safety/health concerns during the COVID-19 pandemic.

∞ This program was launched in Calendar Year 2022.

<sup>^</sup> CTSA contributes 35% of the overall program tied to the share of clients that are senior or disabled

Measure I CTSA funds are passed through to Omnitrans on a monthly basis as they are generated. Staff has reviewed the proposed budget and finds it reasonable in its assumptions.

***Financial Impact:***

This item is consistent with the Proposed Fiscal Year 2022/2023 Budget.

***Reviewed By:***

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

***Responsible Staff:***

Nancy Strickert, Transit Manager

Approved  
Transit Committee  
Date: June 9, 2022

Witnessed By:

## Attachment 1

Attachment: Attachment 1 Omnitrans STS Budget breakout\_FY23\_Microtransit Included (8533 : Omnitrans STS-CTSA Budget for Fiscal Year

OMNITRANS 3000- EXPENSE REPORT FOR SPECIALIZED TRANSPORTATION SERVICES									
GL ACCT	Salary %	A	B	C	D	E			
CODE	DESCRIPTION	Admin	Travel Training	TREP	UBER	Mobility Partners	Proposed Budget CTSA	MicroTransit *	TOTAL MSI CTSA
501100	Regular Pay - Operators								
501130	Regular Pay - Others	49,133.50	17,341.23	43,353.09	8,670.62	170,522.14	289,020.58		289,020.58
501310	Overtime Pay - Operator	-	-	-	-	-	-		
501340	Overtime Pay - Other	-	-	-	-	-	-		
<b>TOTAL SALARIES</b>		<b>49,133.50</b>	<b>17,341.23</b>	<b>43,353.09</b>	<b>8,670.62</b>	<b>170,522.14</b>	<b>289,020.58</b>		<b>289,020.58</b>
502210	PERS Employer Expense	5,948.71	2,099.55	5,248.87	1,049.77	20,645.54	34,992.44		34,992.44
502240	PERS Reimbursement Expense	-	-	-	-	-	-		
502270	PacificCare COPD	4,055.97	1,431.52	3,578.80	715.76	14,076.60	23,858.65		23,858.65
502320	Health Saving Acct Expense	-	-	-	-	-	-		
502330	Life Insurance Expense	235.41	83.09	207.71	41.54	817.01	1,384.76		1,384.76
502360	Employers Medicare Tax Expense	827.00	291.88	729.71	145.94	2,870.19	4,864.72		4,864.72
502370	LTD CO PD Expense	249.86	88.19	220.47	44.09	867.17	1,469.78		1,469.78
502390	Unemployment Insurance expense	-	-	-	-	-	-		
502420	Workers Compensation Expense	-	-	-	-	-	-		
502450	Sick Leave Expense	2,632.37	929.07	2,322.68	464.54	9,135.87	15,484.52		15,484.52
502451	Sick Leave Expense - Operators	-	-	-	-	-	-		
502450	Holiday Pay Expense	2,413.00	851.65	2,129.12	425.82	8,374.55	14,194.14		14,194.14
502481	Holiday Pay Expense - Operators	-	-	-	-	-	-		
502490	Floating Holiday Pay Expense	-	-	-	-	-	-		
502491	Floating Holiday Pay Expense - Oper	-	-	-	-	-	-		
502510	Vacation Pay Expense	2,636.42	930.50	2,326.25	465.25	9,149.92	15,508.34		15,508.34
502511	Vacation Pay Expense - Operators	-	-	-	-	-	-		
502580	Car Expense	-	-	-	-	-	-		
502600	SDI Reimbursement Expense	627.38	221.43	553.57	110.71	2,177.38	3,690.48		3,690.48
502630	EE Bond Expense	-	-	-	-	-	-		
502690	Jury Duty Leave Expense	219.36	77.42	193.56	38.71	761.32	1,290.38		1,290.38
502691	Jury Duty Leave Expense - Operator	-	-	-	-	-	-		
502721	Military Duty Leave Expense	-	-	-	-	-	-		
502720	Military Duty Leave Expense - Opera	-	-	-	-	-	-		
502780	Deferred Compensation Expense	379.24	133.85	334.62	66.92	1,316.17	2,230.80		2,230.80
502790	Bonus Pay	-	-	-	-	-	-		
502791	Bonus Pay - Operators	-	-	-	-	-	-		
502880	Kaiser COPD	7,497.17	2,646.06	6,615.15	1,323.03	26,019.59	44,101.00		44,101.00
502900	Pension Expense	-	-	-	-	-	-		
502980	Payroll Expenses Reimbursement	-	-	-	-	-	-		
502990	Payroll Claim Expenses	-	-	-	-	-	-		
<b>TOTAL BENEFITS</b>		<b>27,721.90</b>	<b>9,784.20</b>	<b>24,460.50</b>	<b>4,892.10</b>	<b>96,211.31</b>	<b>163,070.02</b>		<b>163,070.02</b>
503060	Professional & Technical Fees	1,700.00	600.00	1,500.00	300.00	5,900.00	10,000.00		10,000.00
503110	Contract Maintenance Services	-	-	-	-	-	-		
503160	Custodial Services Expense	-	-	-	-	-	-		
503210	Security Services Expense	-	-	-	-	-	-		
503260	Fare Collection Service Expense	-	-	-	-	-	-		
503310	Contract Labor Expense	-	-	-	-	-	-		
503360	Employee Physicals Expense	-	-	-	-	-	-		
503990	Other Services	-	-	100,000.00	190,000.00	2,442,000.00	2,732,000.00	-	2,732,000.00
<b>TOTAL SERVICES</b>		<b>1,700.00</b>	<b>600.00</b>	<b>101,500.00</b>	<b>190,300.00</b>	<b>2,447,900.00</b>	<b>2,742,000.00</b>	<b>-</b>	<b>2,742,000.00</b>
504000	Discounts Received	-	-	-	-	-	-		
504010	Bus & Other Rolling Stock Parts	-	-	-	-	-	-		
504011	Non Rev Rolling Stock Parts	-	-	-	-	-	-		
504020	Tire s & Tubes	-	-	-	-	-	-		
504030	Preventative Maintenance	-	-	-	-	-	-		
504060	Workshop clearing account	-	-	-	-	-	-		
504090	LNG/CNG Fuels	-	-	-	-	-	-		
504091	CNG Hedging Activities	-	-	-	-	-	-		
504100	Gasoline	-	-	-	-	-	-		
504110	Diesel Fuel	-	-	-	-	-	-		
504120	Oil	-	-	-	-	-	-		
504130	Lubricants & Chemicals	-	-	-	-	-	-		
504140	CNG Fuel Tax Credit	-	-	-	-	-	-		
504190	Computer Supplies	-	-	-	-	-	-		
504200	Washer & Cleaner Supplies	-	-	-	-	-	-		
504210	Office Supplies	510.00	180.00	450.00	90.00	1,770.00	3,000.00		3,000.00
504220	Small Tools	-	-	-	-	-	-		
504230	Clothing & Safety Supplies	170.00	60.00	150.00	30.00	590.00	1,000.00		1,000.00
504240	Tool Allowance	-	-	-	-	-	-		
504900	Price Variance	-	-	-	-	-	-		
504910	Inventory Adjustment	-	-	-	-	-	-		
504990	Other materials & supplies	-	-	-	-	-	-		
<b>TOTAL MATERIALS &amp; SUPPLIES</b>		<b>680.00</b>	<b>240.00</b>	<b>600.00</b>	<b>120.00</b>	<b>2,360.00</b>	<b>4,000.00</b>		<b>4,000.00</b>
505020	Utility Other than Propulsion Power	-	-	-	-	-	-		0.00
505030	Telephone	1,700.00	600.00	1,500.00	300.00	5,900.00	10,000.00		10,000.00
505040	Data communication Lines	-	-	-	-	-	-		
505060	Repairs & Maint - Buildings	-	-	-	-	-	-		0.00
505110	Repairs & Maint - Equipment	-	-	-	-	-	-		0.00
505160	Repairs & Maint - Office Equipment	-	-	-	-	-	-		0.00
505170	R & M Software [Contracts]	-	-	-	-	-	-		0.00
505210	Repairs & Maint Grounds	-	-	-	-	-	-		
505230	Repairs & Maint Stops & Satations	-	-	-	-	-	-		
505960	Other Occupancy Expense	-	-	-	-	-	-		0.00
<b>TOTAL OCCUPANCY</b>		<b>1,700.00</b>	<b>600.00</b>	<b>1,500.00</b>	<b>300.00</b>	<b>5,900.00</b>	<b>10,000.00</b>		<b>10,000.00</b>

OMNITRANS									
3000- EXPENSE REPORT FOR SPECIALIZED TRANSPORTATION SERVICES									
GL ACCT	Salary %	A	B	C	D	E			
CODE	DESCRIPTION	Admin	Travel Training	TREP	UBER	Mobility Partners	Proposed Budget CTSA	MicroTransit *	TOTAL MSI CTSA
506110	Property/Official & Emp Liab Insuran	-	-	-	-	-	-	-	0.00
506160	General Liab & Veh Liab/Loss Insurance	-	4,500.00	-	-	-	4,500.00	-	4,500.00
506180	General Auto PD/PL Uninsured Ded/	-	-	-	-	-	-	-	0.00
506310	Worker's Comp Excess/Employer's L	-	-	-	-	-	-	-	0.00
506360	Worker's Comp Self Insured IBNR	-	-	-	-	-	-	-	0.00
506960	General Liability/Loss IBNR	-	-	-	-	-	-	-	0.00
<b>TOTAL CASUALTY &amp; LIABILITY</b>		-	4,500.00	-	-	-	4,500.00	-	4,500.00
<b>TOTAL TAXES</b>		-	-	-	-	-	-	-	-
508220	Purchased Transportation	-	-	-	-	-	-	459,111.00	459,111.00
508900	Purch Trans Lease Cost - LTF	-	-	-	-	-	-	-	0.00
508990	Purch Trans Lease Cost - FTA	-	-	-	-	-	-	-	0.00
<b>TOTAL PURCH TRANSPORT</b>		-	-	-	-	-	-	459,111.00	459,111.00
509080	Advertising/Promotion Media	765.00	270.00	675.00	135.00	2,655.00	4,500.00	-	4,500.00
509230	Printing Charges	850.00	300.00	750.00	150.00	2,950.00	5,000.00	-	5,000.00
<b>TOTAL PRINTING &amp; ADVERTISING</b>		1,615.00	570.00	1,425.00	285.00	5,605.00	9,500.00	-	9,500.00
508000	Interest Expense	-	-	-	-	-	-	-	-
509010	Memberships, Dues, Pub, Subscript	-	-	-	-	-	-	-	-
509020	Travel & Meetings	340.00	120.00	300.00	60.00	1,180.00	2,000.00	-	2,000.00
509030	Postage and Express Mail	-	-	-	-	-	-	-	-
509070	Bad Debt expense /NSF	-	-	-	-	-	-	-	-
509100	Bus Pass Sales Discounts	-	-	-	-	-	-	-	0.00
509200	Safety Training	-	-	-	-	-	-	-	-
509210	Employee Training	1,020.00	360.00	900.00	180.00	3,540.00	6,000.00	-	6,000.00
509220	Educational Reimbursements	-	-	-	-	-	-	-	-
509240	Outside Freight	-	-	-	-	-	-	-	-
509250	Bank Charges	-	-	-	-	-	-	-	-
509260	Employee Recognition	34.00	12.00	30.00	6.00	118.00	200.00	-	200.00
	PO Invoice Over Under	-	-	-	-	-	-	-	-
509990	Other Miscellaneous Expense	-	-	-	-	-	-	-	-
590300	Distributed Labor - Maintenance - Dir	-	-	-	-	-	-	-	-
590400	Allocated Indirect Labor & Benefits	-	-	-	-	-	-	-	-
<b>TOTAL MISCELLANEOUS EXPENSE</b>		1,394.00	492.00	1,230.00	246.00	4,838.00	8,200.00	-	8,200.00
<b>TOTAL LEASES &amp; RENTALS</b>		-	-	-	-	-	-	-	-
<b>TOTAL DEPRECIATION</b>		-	-	-	-	-	-	-	-
<b>TOTAL CAPITAL PURCH EXPENSE</b>		-	-	-	-	-	-	-	-
<b>TOTAL EXPENSES</b>		83,944.40	34,127.44	174,068.59	204,813.72	2,733,336.45	3,230,290.60	459,111.00	3,689,401.60
Microtransit Expenses are included in Cost Center 2400. However they are included here to show total Measure 1 CTSA funding being budgeted.									

## ***Minute Action***

### AGENDA ITEM: 11

***Date:*** June 9, 2022

***Subject:***

Allocation of Transportation Development Act Funds for Fiscal Year 2022/2023

***Recommendation:***

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

Adopt Resolution No. 22-150 authorizing the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2022/2023 and the transmittal of allocation instructions to the San Bernardino County Auditor/Controller.

***Background:***

Section 99214 of the California Public Utilities Code designates San Bernardino County Transportation Authority (SBCTA) as the agency responsible for administering Transportation Development Act (TDA) funds. This responsibility includes the approval of the Local Transportation Fund (LTF) and State Transit Assistance (STA) apportionments, issuance of LTF and STA allocation instructions to the County of San Bernardino Auditor-Controller/Treasurer/Tax Collector, and authorization of LTF and STA payments in accordance with the claim amounts filed by the claimants.

Title 21, Sections 6659 and 6753 of the California Code of Regulations, requires that the governing body adopt a resolution authorizing the issuance of LTF and STA allocation instructions. Resolution No. 22-150 fulfills this requirement. The issuance of LTF and STA allocation instructions will allocate funding for TDA administration, transportation planning and programming functions, and operating and capital assistance for the SBCTA Transit Program and other eligible TDA claimants, consistent with apportionments and allocations adopted by the SBCTA Board of Directors (Board).

Throughout the year, staff receives claims from eligible TDA claimants and verifies the claim amounts against various documents. Some of the documents used as the basis for approving the statutory claims of TDA funding include the most recently approved transit operator Short Range Transit Plans, the SBCTA 10-Year Delivery Plan and the SBCTA Fiscal Year (FY) Budget.

Following approval of a transit claim, staff issues allocation instructions to the County Auditor-Controller/Treasurer/Tax Collector authorizing the use of the funds by the claimant for specific purposes. Then, throughout the year, staff requests disbursements of funds from the County in accordance with disbursement requests submitted by the claimants.

In March 2022, the Board approved the FY 2022/2023 LTF and STA apportionments. The apportionments have been incorporated into the proposed FY 2022/2023 SBCTA Budget. Allocations to individual transit operators will be presented to the Board for approval in July 2022.

***Financial Impact:***

This item is consistent with the proposed Fiscal Year 2022/2023 Budget.

*Entity: San Bernardino County Transportation Authority*

## Transit Committee Agenda Item

June 9, 2022

Page 2

***Reviewed By:***

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

***Responsible Staff:***

Michele Fogerson, Chief of Fund Administration

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Approved  
Transit Committee  
Date: June 9, 2022

Witnessed By:

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San Bernardino County Transportation Authority

## RESOLUTION NO. 22-150

### RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE ALLOCATION OF LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2022/2023

**WHEREAS**, the San Bernardino County Transportation Authority (SBCTA) is the designated transportation planning agency for the administration of the Transportation Development Act funds within San Bernardino County; and

**WHEREAS**, the Southern California Association of Governments Executive Committee has adopted a Regional Transportation Plan directed toward the achievement of a coordinated and balanced transportation system; and

**WHEREAS**, the SBCTA Board of Directors (Board) adopts Short Range Transit Plans for each of the San Bernardino County transit operators; and

**WHEREAS**, the Board has adopted the SBCTA 10-Year Delivery Plan and annual SBCTA budgets documenting anticipated expenditures for SBCTA's transit programs; and

**WHEREAS**, claims may be submitted under the Transportation Development Act for allocations from the Local Transportation Fund and State Transit Assistance Fund consistent with the adopted plans, apportionments, and allocations; and

**WHEREAS**, the Short Range Transit Plans, the SBCTA 10-Year Delivery Plan, and the annual SBCTA budgets include planned expenditures of transportation funds, including Local Transportation Funds and State Transit Assistance Funds; and

**WHEREAS**, the award of Transportation Development Act Article 3 funds for bicycle and pedestrian facilities and transit stop access improvement projects, pursuant to Public Utilities Code Section 99233.3, is typically approved in a separate Board action following a biennial call for projects and project evaluation process; and

**WHEREAS**, SBCTA has incorporated the amount to be allocated to each of the transit operators and SBCTA into its Fiscal Year 2022/2023 Budget.

**NOW THEREFORE BE IT RESOLVED**, by the San Bernardino County Transportation Authority:

Section 1. That the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2022/2023 is hereby approved subject to those claims conforming to adopted apportionments and all other requirements of the Transportation Development Act, including but not limited to the following determinations:

1. The claimant's proposed expenditures are in conformity with the Regional Transportation Plan, the claimant's Short Range Transit Plan, SBCTA's 10-Year Delivery Plan, and SBCTA's annual budget, as applicable, and as amended through subsequent Board action.

2. The level of passenger fares and charges is sufficient to enable the operator or transit service claimant to meet the applicable fare revenue to operating expense (operating ratio) requirements as required by the Transportation Development Act.
3. The claimant is making full use of federal funds available pursuant to the Infrastructure Investment and Jobs Act (IIJA).
4. The sum of the claimant's allocations from the State Transit Assistance Fund and Local Transportation Fund does not exceed the amount the claimant is eligible to receive during the fiscal year.
5. Priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high priority regional, countywide, or area-wide public transportation needs.
6. The claimant has made reasonable efforts to implement the productivity improvements recommended pursuant to Public Utilities Code Section 99244, including the specific reference to the improvements recommended and the efforts made by the claimant to implement them.
7. The claimant submits a certification issued by the Department of California Highway Patrol within the last 13 months verifying that the claimant is in compliance with Section 1808.1 of the Vehicle Code (Drivers Pull Notice Program), as required by Public Utilities Code Section 99251.
8. The claimant is in compliance with the qualifying criteria pursuant to Public Utilities Code Section 99314.6 (use of State Transit Assistance Fund for operating purposes).
9. The transportation services contracted for under Public Utilities Code Section 99400(c) are responding to a transportation need not otherwise being met within the community or jurisdiction of the claimant and that, where appropriate, the services are coordinated with the existing transportation service.

Section 2. That such approval does not include allocations for local streets and roads unless the provisions of Sections 99401.5 and 99401.6 of the Public Utilities Code have been met; and

Section 3. That the Executive Director or his designee is authorized to transmit allocation instructions to the San Bernardino County Auditor/Controller, having first determined that the required allocation meets all requirements of this Resolution and the Transportation Development Act.

Section 4. The foregoing recitals are true and correct.

Section 5. This resolution is effective upon its approval.

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



PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on July 6, 2022.

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Curt Hagman, President  
San Bernardino County Transportation Authority

ATTEST:

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Marleana Roman, Clerk of the Board  
San Bernardino County Transportation Authority

## Additional Information

## TRANSIT COMMITTEE ATTENDANCE RECORD – 2022

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Ray Marquez</b> City of Chino Hills	X	X	X									
<b>Frank Navarro</b> City of Colton	X	X	X	X								
<b>Aquanetta Warren</b> City of Fontana	X	X	X									
<b>Larry McCallon</b> City of Highland	X	X	X	X								
<b>John Dutrey</b> City of Montclair	X	X	X	X								
<b>Alan Wapner</b> City of Ontario	X	X	X	X								
<b>L. Dennis Michael</b> City of Rancho Cucamonga		X										
<b>Deborah Robertson</b> City of Rialto	X	X										
<b>John Valdivia</b> City of San Bernardino	X		X	X								
<b>David Avila</b> City of Yucaipa	X	X	X	X								
<b>Rick Denison</b> Town of Yucca Valley	X	X	X	X								
<b>Dawn Rowe</b> Board of Supervisors	X	X	X	X								

Communication: Attendance (Additional Information)

X = Member attended meeting      Empty box = Member did not attend meeting  
 Crossed out box = Not a member at the time      Shaded box=The Transit Committee did not meet

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

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

**Acronym List**

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



## MISSION STATEMENT

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do.

We achieve this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible.
- Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.
- Promoting collaboration among all levels of government.
- Optimizing our impact in regional, state, and federal policy and funding decisions.
- Using all revenue sources in the most responsible and transparent way.

Approved December 4, 2019