

AGENDA
General Policy Committee Meeting
August 10, 2022
9:00 AM

Location

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

General Policy Committee Membership

Chair – Vice President

Supervisor Dawn Rowe
County of San Bernardino

President

Mayor Pro Tem Art Bishop
Town of Apple Valley

Past President

Supervisor Curt Hagman
County of San Bernardino

West Valley Representatives

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

Mayor Acquanetta Warren
City of Fontana

Mayor Pro Tem Alan Wapner
City of Ontario

Mt./Desert Representatives

Vice Mayor Edward Paget
City of Needles

Mayor Debra Jones
City of Victorville

East Valley Representatives

Mayor Frank Navarro
City of Colton

Mayor Larry McCallon
City of Highland

Mayor Darcy McNaboe
City of Grand Terrace

Supervisor Joe Baca, Jr.
County of San Bernardino

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

AGENDA

General Policy Committee Meeting

**August 10, 2022
9:00 AM**

**Location
SBCTA**

**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 Dawn Rowe)

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

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

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

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

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CONSENT CALENDAR

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

Consent - Administrative Matters

2. June and July 2022 Procurement Report

Pg. 13

Receive the June and July 2022 Procurement Report.

Presenter: Shaneka Morris

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

3. Measure I Revenue

Pg. 26

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

Presenter: Lisa Lazzar

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

DISCUSSION ITEMS

Discussion - Administrative Matters

4. Fiscal Year 2021/2022 Budget Amendments

Pg. 28

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

A. Approve an increase in budget for Fiscal Year (FY) 2021/2022 for Task No. 0550 – Allocations/Pass-Through by \$2,078,000 to be funded by an increase in anticipated Measure I (MSI) sales tax revenue for the Local Street Pass Through Programs in each of the six subareas of the County of San Bernardino (County) (funds 4140, 4540, and 4640); and

B. Approve an increase in budget for FY 2021/2022 for Task No. 0310 – Transit Allocation/Pass-Through by \$757,000 to be funded by an increase in anticipated MSI sales tax revenue for the Senior and Disabled Transit Service Programs in each of the six subareas of the County (funds 4170, 4570, and 4670); and

C. Approve an amendment for the FY 2021/2022 Budget for Task No. 0315 – Transit Capital to substitute \$8,450,000 Local (Omnitrans) funds with Federal Transit Administration 5309 funds in the amount of \$8,450,000, for a zero net increase to the FY budget.

Presenter: Lisa Lazzar

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

5. Amendment No. 7 to Cooperative Agreement No. 04-040 with the City of San Bernardino

Pg. 30

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

Approve Amendment No. 7 to Cooperative Agreement No. 04-040 with the City of San Bernardino, to establish a process for SBCTA to seek approval and authorization from

Agenda Item 5 (cont.)

the City of San Bernardino to designate certain areas of the Santa Fe Depot and Metrolink station for electric vehicle charging and other transportation related activities, and clarify the responsibility for obtaining and maintaining real property insurance for the station assets and the apportionment of insurance costs.

Presenter: Colleen Franco

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 amendment.

6. Lease Agreement No. 22-1002715 with Greyhound Lines, Inc.

Pg. 39

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

Approve Lease Agreement No. 22-1002715 with Greyhound Lines, Inc., for use of Unit 175 and a portion of the San Bernardino Santa Fe Depot parking lot, for a five-year term effective when SBCTA gives written consent with a total estimated revenue value of \$364,521, and three (3) five-year options to extend.

Presenter: Colleen Franco

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 agreement.

7. Revisions to Illness and Injury Prevention Program Policy No. 10104

Pg. 75

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

Approve revisions to Illness and Injury Prevention Program Policy No. 10104, as indicated in this report and the attached revised policy.

Presenter: Steven Keller

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 proposed policy revisions.

8. Revise Policy No. 10102 - Conflict of Interest Code

Pg. 85

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

A. Revise Policy No. 10102 Conflict of Interest Code and amend Appendix A with updated employee job titles and disclosure categories, as outlined in the attachment.

B. Direct the SBCTA Clerk of the Board to submit the Policy and Appendix A to the San Bernardino County Board of Supervisors for approval.

Presenter: Marleana Roman

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 proposed policy revisions.

Discussion - Regional/Subregional Planning

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9. Amend On-Call Planning Bench Contracts

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

A. Approve a total not-to-exceed amount of \$2,126,390 for On-Call Planning Bench contracts, identified in Recommendations B through G, to be funded on a fiscal year basis based on specific on-call needs, increasing the total combined allocation to these contracts to \$5,540,390.00.

B. Approve Amendment No. 2 to Contract No. 19-1002103 with Alta Planning + Design, Inc., exercising the second one-year extension to extend the termination date to June 30, 2024; adding Southern California Association of Governments (SCAG) as an additional insured and indemnitee; and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

C. Approve Amendment No. 3 to Contract No. 19-1002185 with Michael Baker International, Inc., exercising the second one-year extension to extend the termination date to June 30, 2024, and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

D. Approve Amendment No. 3 to Contract No. 19-1002186 with Fehr & Peers, exercising the second one-year extension to extend the termination date to June 30, 2024, and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

E. Approve Amendment No. 2 to Contract No. 19-1002187 with Cambridge Systematics, Inc., exercising the second one-year extension to extend the termination date to June 30, 2024; adding Southern California Association of Governments (SCAG) as an additional insured and indemnitee; and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

F. Approve Amendment No. 2 to Contract No. 19-1002188 with HDR Engineering, Inc., exercising the second one-year extension to extend the termination date to June 30, 2024; adding Southern California Association of Governments (SCAG) as an additional insured and indemnitee; and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

G. Approve Amendment No. 3 to Contract No. 19-1002189 with Dudek, exercising the second one-year extension to extend the termination date to June 30, 2024, and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

Presenter: Josh Lee

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.

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance Sheet
Acronym List
Mission Statement

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The next General Policy Committee meeting is scheduled for September 14, 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 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

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

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

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

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

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

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

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

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

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

Attendance.

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Revised March 2014

Revised May 4, 2016

Minute Action

AGENDA ITEM: 1

Date: August 10, 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:

Item No.	Contract No.	Principals & Agents	Subcontractors
5	04-040-07	City of San Bernardino	
6	22-1002715	Greyhound Lines, Inc. Deanna Simsek, RE Consultant	
9	19-1002103-02	Alta Planning + Design, Inc. <i>Greg Maher</i>	
	19-1002185-03	Michael Baker International, Inc. <i>Tanya Bilezikjian</i>	
	19-1002186-03	Fehr & Peers <i>Steven J. Brown</i>	
	19-1002187-02	Cambridge Systematics, Inc. <i>Steven A. Capecci</i>	
	19-1002188-02	HDR Engineering, Inc. <i>Kip D. Field</i>	
	19-1002189-03	Dudek <i>Joe Monaco</i>	

Financial Impact:

This item has no direct impact on the Budget.

Reviewed By:

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

Responsible Staff:

Carrie Schindler, Deputy Executive Director

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

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Approved
General Policy Committee
Date: August 10, 2022

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: August 10, 2022

Subject:

June and July 2022 Procurement Report

Recommendation:

Receive the June and July 2022 Procurement Report.

Background:

The Board of Directors adopted the Procurement and Special Risk Assessment Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on October 6, 2021. The Board of Directors authorized the Executive Director, or his designee, to approve: a) contracts and Purchase Orders up to \$100,000; b) Contract Task Orders (CTO) up to \$500,000 and for CTOs originally \$500,000 or more, increasing the CTO amount up to \$250,000; c) amendments with a zero dollar value; d) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; e) amendments that cumulatively do-not-exceed 50% of the original contract or Purchase Order value or \$100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by the Board of Directors; and g) release Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation for Bids (IFB) for proposed contracts from which funding has been approved in the Annual Budget, and are estimated not-to-exceed \$1,000,000.

The Board of Directors further authorized General Counsel to award and execute legal services contracts up to \$100,000 with outside counsel as needed, and authorized Department Directors to approve and execute Contingency Amendments that do-not-exceed contingency amounts authorized by the Board of Directors. Below is a summary of the actions taken:

- Three (3) contracts were executed for a total cost of \$121,000.
- Four (4) contract amendments were executed for a total cost of \$30,000.
- Eighteen (18) contract CTOs were executed for a total cost of \$1,459,310.78.
- No Contingency Releases.
- Twelve (12) Purchase Orders were executed for a total cost of \$63,024.41.
- Three (3) Purchase Order Amendments were executed for a total cost of \$200.47.

A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director and/or General Counsel during the month of June and July 2022 are presented herein as Attachment A, and all RFPs and IFBs are presented in Attachment B.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget. Presentation of the monthly procurement report demonstrates compliance with the Procurement and Special Risk Assessment Policy.

Reviewed By:

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

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

General Policy Committee Agenda Item
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Responsible Staff:

Shaneka Morris, Procurement Manager

Approved
General Policy Committee
Date: August 10, 2022

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Attachment A

June and July Contract Actions

New Contracts Executed:

Contract No.	Description of Services	Vendor Name	Contract Amount
22-1002814	Sole Source - FSP technical support services	Bernard Arroyo	\$17,000.00
22-1002805	Copy machine leases for 26 months	Image Source	\$90,000.00
23-1002842	Postage meter lease for 60 months	Quadient Leasing USA, Inc.	\$14,000.00

Attachment A

June and July Amendment Actions

Contract Amendments Executed:				
Contract No. & Amendment No.	Reason for Amendment (Include a Description of the Amendment)	Vendor Name	Contract History	Contract Amount
22-1002766 No. 1	Extension of time for the facility resulting from rescheduling the special Board Workshop to June 2022	San Bernardino County	Original	\$900.00
			Prior Amendments(CTOs)	\$0.00
			Current Amendment	\$0.00
			Total Contract Amount	\$900.00
15-1001093 No. 7	Extend contract term one year to June 30, 2023 to allow for final design services of the Redlands Passenger Rail Project	HDR Engineering, Inc.	Original	\$25,196,824.00
			Prior Amendments	\$9,236,653.62
			Current Amendment	\$0.00
			Total Contract Amount	\$34,433,477.62
22-1002692 No. 1	Amendment to modify the hourly billing rates for legal services related to the Property Assessed Clean Air litigation cases	Thompson & Colegate, LLP	Original	\$100,000.00
			Prior Amendments	\$0.00
			Current Amendment	\$0.00
			Total Contract Amount	\$100,000.00
21-1002570 No. 1	New license for Write One Read Many product necessary for records retention in Laserfiche	Global Solutions Group, Inc.	Original	\$350,000.00
			Prior Amendments	\$0.00
			Current Amendment	\$30,000.00
			Total Contract Amount	\$380,000.00

Attachment: July 2022 Procurement Attachment A (8255 : June and July 2022 Procurement Report)

Attachment A

June and July Contract Task Order Actions

Contract Task Order (CTO) Executed:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	CTO History	CTO Amount
171001741 No. 3.1	Labor Compliance Services for Project Delivery - Extend contract term to July 31, 2022	GCAP Services Inc.	\$650,000.00 (available \$338,904.78) Shared with Gafcon Inc. Services (17-1001664)	Original	\$100,000.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$100,000.00
17-1001664 No. 5.1	Labor Compliance Services for Project Delivery - Extend contract term to July 31, 2022	Gafcon Inc.	\$650,000.00 (available \$338,904.78) Shared with GCAP Services (17-1001741)	Original	\$25,000.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$25,000.00
19-1002002 No. 1.1	Right of Way Legal Services for Transit - Extend contract term to May 1, 2023	Richards, Watson & Gershon	\$7,500,000 (available \$3,686,500) Shared with Meyers Nave Riback Silver & Wilson (18-1001925)	Original	\$13,500.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$13,500.00
19-1002002 No. 2.1	Right of Way Legal Services for Transit - Extend contract term to May 1, 2023	Richards, Watson & Gershon	\$7,500,000 (available \$3,686,500) Shared with Meyers Nave Riback Silver & Wilson (18-1001925)	Original	\$3,800,000.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$3,800,000.00
19-1002103 No. 4.2	Planning services to support the active transportation program - extend contract term to June 30, 2023	Alta Planning + Design Inc.	\$3,414,000.00 (available \$336,338.88) Shared with Alta Planning (19-1002103), Fehr & Peers (19-1002186), Cambridge (19-1002187), HDR (19-1002188), and Dudek (19-1002189)	Original	\$99,928.00
				Prior Amendments	\$30,000.00
				Current Amendment	\$0.00
				Total CTO Amount	\$129,928.00

Attachment: July 2022 Procurement Attachment A (8255 : June and July 2022 Procurement Report)

Attachment A

June and July Contract Task Order Actions

Contract Task Order (CTO) Executed, Continued:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	CTO History	CTO Amount
19-1002185 No. 2.2	Planning services for general SBCTA support - extend contract term to June 30, 2023 and increase amount by \$100,000 to provide sufficient funds for FY 2022-23 expenditures	Michael Baker International, Inc.	\$3,414,000.00 (available \$336,338.88) Shared with Alta Planning (19-1002103), Fehr & Peers (19-1002186), Cambridge (19-1002187), HDR (19-1002188), and Dudek (19-1002189)	Original	\$79,444.64
				Prior Amendments	\$212,000.00
				Current Amendment	\$100,000.00
				Total CTO Amount	\$391,444.64
19-1002186 No. 5.2	Planning services related to the healthy communities program - extend contract term to June 30, 2023 and increase amount by \$50,000 to provide sufficient funds for FY 2022-23 expenditures	Fehr & Peers	\$3,414,000.00 (available \$236,338.88) Shared with Alta Planning (19-1002103), Fehr & Peers (19-1002186), Cambridge (19-1002187), HDR (19-1002188), and Dudek (19-1002189)	Original	\$41,065.72
				Prior Amendments	\$10,000.00
				Current Amendment	\$50,000.00
				Total CTO Amount	\$101,065.72
19-1002186 No. 7.2	Planning services related to the housing program - increase amount by \$100,000 to provide sufficient funds for FY 2022-23 expenditures	Fehr & Peers	\$3,414,000.00 (available \$186,338.88) Shared with Alta Planning (19-1002103), Fehr & Peers (19-1002186), Cambridge (19-1002187), HDR (19-1002188), and Dudek (19-1002189)	Original	\$31,616.76
				Prior Amendments	\$120,000.00
				Current Amendment	\$100,000.00
				Total CTO Amount	\$251,616.76

Attachment: July 2022 Procurement Attachment A (8255 : June and July 2022 Procurement Report)

Attachment A

June and July Contract Task Order Actions

Contract Task Order (CTO) Executed, Continued:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	CTO History	CTO Amount
19-1002187 No. 1.2	Planning services related to transportation modeling - extend contract term to June 30, 2023	Cambridge systematic, Inc.	\$3,414,000.00 (available \$86,338.88) Shared with Alta Planning (19-1002103), Fehr & Peers (19-1002186), Cambridge (19-1002187), HDR (19-1002188), and Dudek (19-1002189)	Original	\$149,998.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$149,998.00
19-1002188 No.6.1	Planning support staff - extend contract term to June 30, 2023	HDR Engineering, Inc.	\$3,414,000.00 (available \$86,338.88) Shared with Alta Planning (19-1002103), Fehr & Peers (19-1002186), Cambridge (19-1002187), HDR (19-1002188), and Dudek (19-1002189)	Original	\$49,843.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$49,843.00
19-1002189 No. 3.1	Planning services related to sustainability support - extend period to June 30, 2023 and increase amount by \$50,000 to provide sufficient funds for FY 2022-23 expenditures	Dudek	\$3,414,000.00 (available \$86,338.88) Shared with Alta Planning (19-1002103), Fehr & Peers (19-1002186), Cambridge (19-1002187), HDR (19-1002188), and Dudek (19-1002189)	Original	\$59,850.00
				Prior Amendments	\$0.00
				Current Amendment	\$50,000.00
				Total CTO Amount	\$109,850.00

Attachment: July 2022 Procurement Attachment A (8255 : June and July 2022 Procurement Report)

Attachment A

June and July Contract Task Order Actions

Contract Task Order (CTO) Executed, Continued:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	CTO History	CTO Amount
19-1002189 No. 8A.1	Planning services for the Sub-regional REAP program - increase amount by \$25,000 to provide sufficient funds for FY 2022-23 expenditures	Dudek	\$3,414,000.00 (available \$36,338.88) Shared with Alta Planning (19-1002103), Fehr & Peers (19-1002186), Cambridge (19-1002187), HDR (19-1002188), and Dudek (19-1002189)	Original	\$170,000.00
				Prior Amendments	\$0.00
				Current Amendment	\$25,000.00
				Total CTO Amount	\$195,000.00
19-1002186 No. 9.1	Planning services related to sites inventory - increase amount by \$10,000 to provide sufficient funds for FY 2022-23 expenditures	Fehr & Peers	\$3,414,000.00 (available \$11,338.88) Shared with Alta Planning (19-1002103), Fehr & Peers (19-1002186), Cambridge (19-1002187), HDR (19-1002188), and Dudek (19-1002189)	Original	\$542,900.00
				Prior Amendments	\$0.00
				Current Amendment	\$10,000.00
				Total CTO Amount	\$552,900.00
19-1002000 No. 2.1	Public outreach support for Redlands Passenger Rail Project - increase amount by \$80,000 to continue to provide support until project completion	Costin Public Outreach Group	\$6,000,000 (available \$1,049,957.26)	Original	\$224,220.00
				Prior Amendments	\$40,000.00
				Current Amendment	\$80,000.00
				Total CTO Amount	\$344,220.00

Attachment: July 2022 Procurement Attachment A (8255 : June and July 2022 Procurement Report)

Attachment A

June and July Contract Task Order Actions

Contract Task Order (CTO) Executed, Continued:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	CTO History	CTO Amount
19-1002000 No. 21.1	Public outreach support for City/County Conference - increase amount by \$18,915.78 to retroactively cover the cost of consultant support for the 2021-2022 conference	Costin Public Outreach Group	\$6,000,000 (available \$969,957.26)	Original	\$27,500.00
				Prior Amendments	\$0.00
				Current Amendment	\$18,915.78
				Total CTO Amount	\$46,415.78
19-1002000 No. 26	Public outreach support for the Business to Business event	Costin Public Outreach Group	\$6,000,000 (available \$951,041.78)	Original	\$71,500.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$71,500.00
22-1002768 No. 3	Labor support services for Call Box Program	GCAP	\$500,000 (available \$482,000) Shared with Gafcon, Inc (23-1002832) and Cumming (22-1002769)	Original	\$6,500.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$6,500.00
19-1002009 No. 3.1	Extension and contract increases needed to continue to provide right-of-way services for West Valley Connector project	Paragon Partners	\$5,500,000 (available \$2,86,212.67) Shared with Epic (18-1001924), Bender (19-1002007), and Overland (19-1002008)	Original	\$1,080,067.55
				Prior Amendments	\$0.00
				Current Amendment	\$1,025,395.00
				Total CTO Amount	\$2,105,462.55

Attachment: July 2022 Procurement Attachment A (8255 : June and July 2022 Procurement Report)

Attachment A

June and July Contingency Released Actions

Contingency Released Executed:

Contract No. & Contingency No.	Reason for Contingency Amendment (Include a Description of the Contingency Amendment)	Vendor Name	Contract History	Contract Amount
None			Original	\$0.00
			Prior Amendments	\$0.00
			Prior Contingencies	\$0.00
			Current Contingency	\$0.00
			Amended Contract Amount	\$0.00

Attachment: July 2022 Procurement Attachment A (8255 : June and July 2022 Procurement Report)

Attachment A

June and July Purchase Order Actions

Purchase Orders Executed:

PO No.	PO Posting Date	Vendor Name	Description of Services	PO Dollar Amount
4002270	06/02/2022	Wells Fargo/Hoot Suite	Social media management	\$1,548.00
4002271	06/02/2022	Wells Fargo/Harlow's Kitchen Concepts	Refrigerator	\$1,666.54
4002272	06/16/2022	Faust Media Services, LLC	Printing services for FSP program	\$7,853.90
4002274	06/22/2022	Caliper Corporation	Planning GIS software - Transcad	\$3,000.00
4002275	06/22/2022	City of San Bernardino	Banquet hall employee team building	\$4,112.11
4002276	06/22/2022	Intelli-tech	Firewall and maintenance support	\$3,786.00
4002279	06/28/2022	Citycom Real Estate Services	Depot canopy repair	\$13,564.57
4002280	07/12/2022	Assuhire	Background Checks	\$999.00
4002281	07/12/2022	Chargepoint Inc.	Electric vehicle station repair services	\$799.25
4002282	07/14/2022	Self-Help Counties Coalition	FY 2022-23 membership	\$9,700.00
4002283	07/14/2022	Props AV LLC	Videography services	\$8,500.00
4002289	07/22/2022	Carahsoft Technology, Corporation	Board agenda and minutes system	\$7,495.04

Attachment: July 2022 Procurement Attachment A (8255 : June and July 2022 Procurement Report)

Attachment A

June and July Purchase Order Amendment Actions

Purchase Order Amendments Executed:

Purchase Order No. & Amendment No.	Description of Services and Reason for Amendment	Vendor Name	Purchase Order History	Purchase Order Amount
4002013 No. 5	Removal for 28 GPS units - one additional GPS unit install	Emergency Vehicle Specialties, Inc.	Original	\$3,410.00
			Prior Amendments	\$2,412.80
			Current Amendment	\$69.00
			Amended PO Amount	\$5,891.80
4002209 No. 1	Additional material costs needed for furniture installation	G/M Business Interiors	Original	\$7,046.20
			Prior Amendments	\$0.00
			Current Amendment	\$130.97
			Amended PO Amount	\$7,177.17
4002222 No. 1	To cover sales tax	Ametron	Original	\$1,170.47
			Prior Amendments	\$0.00
			Current Amendment	\$0.50
			Amended PO Amount	\$1,170.97

Attachment: July 2022 Procurement Attachment A (8255 : June and July 2022 Procurement Report)

Attachment B**June and July RFP's, RFQ's and IFB's****Release of RFP's, RFQ's and IFB's**

Release Date	RFP/RFQ/IFB No.	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
None				

Attachment: July 2022 Procurement Attachment B (8255 : June and July 2022 Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: August 10, 2022

Subject:

Measure I Revenue

Recommendation:

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

Background:

Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts as of June 30, 2022, were \$1,997,667,772.

Included, is a summary of the current Measure I receipts on cash basis by quarter and cumulative total since its inception. The quarterly receipts represent sales tax collection from the previous quarter taxable sales. For example, receipts for January through March represent sales tax collections from October through December.

Measure I cash receipts for the Fiscal Year 2021/2022 were \$252,792,978 and budgeted at \$196,000,000. The annual comprehensive financial report for Fiscal Year 2021/2022 is prepared under the accrual basis of accounting that includes July and August sales tax receipts. Cash receipts from Measure I for Fiscal Year 2021/2022, April through June are \$63,172,838, in comparison to \$53,391,035 received during the quarter ending June 2020/2021, with an increase of 12.03% due mainly to continued strong consumer spending as well as inflation due to supply chain issues causing merchants to increase pricing, a subset of inflation when demand outpaces supply.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Lisa Lazzar, Chief of Fiscal Resources

Approved
General Policy Committee
Date: August 10, 2022

Witnessed By:

Entity: San Bernardino County Transportation Authority

Summary of SANBAG Measure I Receipts 2010-2040

Fiscal Year	July- September	October- December	January- March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						\$7,158,800
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	\$122,761,879
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	\$253,570,624
Fiscal Year 2012/13	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	\$391,572,794
Fiscal Year 2013/14	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	\$535,038,944
Fiscal Year 2014/15	37,253,007	38,007,716	38,225,122	37,132,591	150,618,437	\$685,657,380
Fiscal Year 2015/16	39,298,056	40,309,825	40,950,261	38,929,588	159,487,730	\$845,145,110
Fiscal Year 2016/17	41,123,141	40,742,242	41,465,217	39,801,939	163,132,539	\$1,008,277,649
Fiscal Year 2017/18	43,117,814	42,305,693	44,007,900	39,149,611	168,581,018	\$1,176,858,666
Fiscal Year 2018/19	41,560,927	49,358,825	46,035,191	43,531,556	180,486,500	\$1,357,345,167
Fiscal Year 2019/20	46,250,572	46,514,574	49,729,997	35,959,684	178,454,827	\$1,535,799,994
Fiscal Year 2020/21	48,366,423	51,588,776	52,728,566	56,391,035	209,074,800	\$1,744,874,794
Fiscal Year 2021/22	64,058,781	61,231,465	64,329,895	63,172,838	252,792,978	\$1,997,667,772
% Increase Over 20/21	32.44%	18.69%	22.00%	12.03%	20.91%	

Attachment: MSI Receipts (8813 : Measure I Revenue - 4th Qtr 2021/2022)

Minute Action

AGENDA ITEM: 4

***Date:** August 10, 2022*

Subject:

Fiscal Year 2021/2022 Budget Amendments

Recommendation:

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

A. Approve an increase in budget for Fiscal Year (FY) 2021/2022 for Task No. 0550 – Allocations/Pass-Through by \$2,078,000 to be funded by an increase in anticipated Measure I (MSI) sales tax revenue for the Local Street Pass Through Programs in each of the six subareas of the County of San Bernardino (County) (funds 4140, 4540, and 4640); and

B. Approve an increase in budget for FY 2021/2022 for Task No. 0310 – Transit Allocation/Pass-Through by \$757,000 to be funded by an increase in anticipated MSI sales tax revenue for the Senior and Disabled Transit Service Programs in each of the six subareas of the County (funds 4170, 4570, and 4670); and

C. Approve an amendment for the FY 2021/2022 Budget for Task No. 0315 – Transit Capital to substitute \$8,450,000 Local (Omnitrans) funds with Federal Transit Administration 5309 funds in the amount of \$8,450,000, for a zero net increase to the FY budget.

Background:

The Finance Department is responsible for the preparation and administration of the San Bernardino County Transportation Authority (SBCTA) Budget. Subsequent to adoption of the budget, adjustments are made by departments either by Board of Directors (Board) approval, or by the authority granted to the Executive Director, or his designee, under Policy No. 20000, Financial Policies.

In order to identify any major budgetary changes during the fiscal year (FY), the Finance Department compares actual expenditures and revenues to the budget. All the other departments are also responsible for identifying other budget adjustments necessary as a result of: 1) programmatic adjustments required to maintain compliance with applicable federal and state law and internal policies such as Measure I (MSI) Policies; 2) additional funds made available from allocations or grants; 3) unforeseen costs; or 4) other unexpected changes.

Staff is requesting approval of the following budget increases necessary to carry out the administrative and programmatic functions of the agency:

Task No. 0550 – Allocations/Pass-Through of \$2,078,000 for anticipated MSI revenue increases for the Local Street Pass-Through Program and Task No. 0310 – Transit Allocations/Pass-Through of \$757,000 for anticipated MSI revenue increases for the Senior and Disabled Transit Service Programs.

SBCTA, based on Ordinance 04-01, administers MSI 2010-2040 programs and allocates funds to the participating agencies. SBCTA staff compares actual MSI receipts through June (with July and August still to come) in the amount of \$207,495,169 to the FY budget of \$196,000,000, and utilizes the services of HdL Companies for sales tax projections. In March, HdL Companies

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

General Policy Committee Agenda Item

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projected sales tax revenue for the FY to end at \$250,850,000. With these conservative estimates and continued growth in the MSI sales tax receipts, the budget for pass-through payments requires further increase to cover disbursements for the last two months of the year.

Since the local-pass-through MSI revenue is distributed in the Valley by population and in the Mountain and Desert by an average of population and sales tax generated in the jurisdiction, the analysis was performed at the subarea level. The FY 2021/2022 Budget for MSI Local Street Pass-Through was approved for \$52,160,200 (amended by \$19,878,400 in June) and the Senior and Disabled Transit Service Programs funds were approved for \$14,370,436 (amended by \$4,867,800 in June). The sales tax revenue increase will require an additional budget adjustment of \$2,078,000 for Task No. 0550 and \$757,000 for Task No. 0310, as detailed in the financial impact section of this agenda item.

The recommended budget adjustments will provide sufficient appropriations to process payments to local jurisdictions for MSI Local Street Pass-Through and the Senior and Disabled Transit Service Programs funds.

Task No. 0315 – Transit Capital, substitute \$8,450,000 Local funds with Federal Transit Administration 5309 funds in the amount of \$8,450,000.

On November 3, 2021, the Board approved an amendment to Cooperative Agreement No. 17-1001638 between SBCTA and Omnitrans that memorialized the roles and responsibilities of each agency for the implementation of the West Valley Connector (WVC) Project as well as identified several funding sources Omnitrans would obligate. The cooperative agreement further designated Omnitrans as a direct recipient of Federal Transit Administration (FTA) funds and would facilitate a pass-through of funds to SBCTA as a Subrecipient. During the preparation of the FY 2021/2022 Budget, the projected pass-through funding from Omnitrans for the WVC Project was classified under Local Funds as in prior years. However, since SBCTA will be listed as a Subrecipient of FTA funds, SBCTA should classify these funds as the Federal source that Omnitrans is passing through. Therefore, the budget amendment identified in Recommendation C is necessary to support the recorded eligible expenditures under FTA Section 5309.

Financial Impact:

This item is not consistent with the Fiscal Year (FY) 2021/2022 Budget. Approval of this item will authorize budget amendments to several funds (Fund: 4140 - \$1,846,000; 4170 - \$739,000; 4540 - \$175,000; 4570 - \$13,000; 4640 - \$57,000; 4670 - \$5,000; 2130 - \$8,450,000; and 6010 - (\$8,450,000)) in the FY 2021/2022 Budget.

Reviewed By:

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

Responsible Staff:

Lisa Lazzar, Chief of Fiscal Resources

Approved
General Policy Committee
Date: August 10, 2022

Witnessed By:

Minute Action

AGENDA ITEM: 5

Date: August 10, 2022

Subject:

Amendment No. 7 to Cooperative Agreement No. 04-040 with the City of San Bernardino

Recommendation:

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

Approve Amendment No. 7 to Cooperative Agreement No. 04-040 with the City of San Bernardino, to establish a process for SBCTA to seek approval and authorization from the City of San Bernardino to designate certain areas of the Santa Fe Depot and Metrolink station for electric vehicle charging and other transportation related activities, and clarify the responsibility for obtaining and maintaining real property insurance for the station assets and the apportionment of insurance costs.

Background:

San Bernardino County Transportation Authority (SBCTA) and the City of San Bernardino (City) maintain Cooperative Agreement No. 04-040 (Cooperative Agreement) specifying the roles and responsibilities for the Santa Fe Depot (Depot) and the San Bernardino Metrolink station located on 3rd Street (Commuter Station). The SBCTA Board of Directors (Board) originally approved the Cooperative Agreement on December 3, 2003.

On March 3, 2004, the Board approved Amendment No. 1 to the Cooperative Agreement to reflect an increase in SBCTA's financial contribution to the original rehabilitation of the Depot.

On September 1, 2004, the Board approved Amendment No. 2 to the Cooperative Agreement, changing the address for SBCTA and revising the timing in which SBCTA and the City pay for the Depot common area and non-leased space expenses.

On October 5, 2005, the Board approved Amendment No. 3 to the Cooperative Agreement, identifying the roles and responsibilities of SBCTA and the City for the design and construction of a temporary parking lot and permanent multi-level parking structure at the Commuter Station.

On August 2, 2006, the Board approved Amendment No. 4 to the Cooperative Agreement to increase the local match funding for the construction of the multi-level parking structure at the Commuter Station.

On June 6, 2007, the Board approved Amendment No. 5 to approve a second increase in the local match funding for the construction of the multi-level parking structure at the Commuter Station.

On March 31, 2018, pursuant to the authority granted by the Board to the Executive Director on June 7, 2017, the Executive Director approved Amendment No. 6 to further clarify the maintenance and security roles and responsibility for the Commuter Station and Depot common areas.

Entity: San Bernardino County Transportation Authority

General Policy Committee Agenda Item

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Approval of Amendment No. 7 will allow SBCTA to designate sections, if desired, of the Commuter Station as bus bays, rideshare zones, or other similar activities. It will also allow SBCTA to lease parking stalls and areas of the Commuter Station, if desired, to a third-party electric vehicle (EV) charging network for the construction of third-party operated EV chargers. Language has been included to create a formal process for SBCTA to seek approval and authorization from the City prior to designating areas of the Commuter Station for these activities. Furthermore, Amendment No. 7 clarifies the responsibility for obtaining and maintaining real property insurance for the station assets and the apportionment of the costs, with the City and SBCTA sharing equally the cost to insure the core transit assets and the City being solely responsible for the cost to insure the multi-level parking structure.

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 amendment.

Responsible Staff:

Colleen Franco, Director of Management Services

Approved
General Policy Committee
Date: August 10, 2022

Witnessed By:

Contract Summary Sheet

5.a

General Contract Information

Contract No: 00-1000076 Amendment No.: 7

Contract Class: Payable Department: Management Services

Vendor No.: 01901 Vendor Name: City of San Bernardino

Description: San Bernardino Metrolink Depot Station and Santa Fe Depot Building Cooperative Agreement

List Any Related Contract Nos.: _____

Dollar Amount

Original Contract	\$	958,159.00	Original Contingency	\$	-
Prior Amendments	\$	4,584,915.00	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	5,543,074.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	5,543,074.00

Contract Authorization

Board of Directors Date: 09/07/2022 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

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

Local _____ Funding Agreement _____ N/A

Accounts Payable

Estimated Start Date: 12/03/2003 Expiration Date: 12/31/2025 Revised Expiration Date: 12/31/2039

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

							Total Contract Funding:		Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$		\$
GL							LTF Rail	5,543,074.00		-
GL							Indirect	4,424,915.00		-
GL							BNSF	160,000.00		-
GL							MSI TMEE	55,721.00		-
GL							Rail Assets	44,388.00		-
GL								858,050.00		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-

Ivan Ramirez

Project Manager (Print Name)

Colleen Franco

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 00-1000076-07 [Revision 2] (8682 : Amendment No. 7 to Cooperative Agreement No. 04-040 with the City of San Bernardino)

AMENDMENT NO. 7

TO COOPERATIVE AGREEMENT NO. 04-040

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF SAN BERNARDINO

THIS AMENDMENT NUMBER 7 to Cooperative Agreement 04-040 is hereby made and entered into and effective this ____ day of _____, 2022, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("SBCTA") and the CITY OF SAN BERNARDINO ("CITY"), with regard to the San Bernardino Metrolink station and Santa Fe Depot located in the CITY.

RECITALS:

WHEREAS, the San Bernardino Associated Governments ("SANBAG") and CITY previously entered into Cooperative Agreement 04-040 on December 3, 2003, specifying the roles and responsibilities for the provision of maintenance and security at the San Bernardino Metrolink station and the rehabilitation of the Santa Fe Depot; and

WHEREAS, in March 2004, SANBAG and CITY approved Amendment Number 1 to Cooperative Agreement 04-040 amending Exhibit "G" to reflect an increase in the SANBAG financial contribution for the rehabilitation of the Santa Fe Depot; and

WHEREAS, in September 2004, SANBAG and CITY approved Amendment Number 2 to Cooperative Agreement 04-040 changing the address for SANBAG and revising the timing in which SANBAG and CITY pay for Santa Fe Depot Common Area and Non-Leased Space Expenses; and

WHEREAS, in October 2005, SANBAG and CITY approved Amendment Number 3 to Cooperative Agreement 04-040 identifying the roles and responsibilities, including financial obligations, between SANBAG and CITY for the design and construction of a temporary parking lot and a multi-level parking structure at the San Bernardino Metrolink station; and

WHEREAS, in August 2006, SANBAG and CITY approved Amendment Number 4 to Cooperative Agreement 04-040 increasing the local match funding necessary to match the approved amount of CMAQ funds, resulting in a total project budget of \$8,063,775; and

WHEREAS, in June 2007, SANBAG and CITY approved Amendment Number 5 to Cooperative Agreement 04-040 increasing the local match funding for the construction of a multi-level parking structure at the San Bernardino Metrolink Station, resulting in a total project budget of \$11,563,775; and

WHEREAS, pursuant to the San Bernardino County Transportation Authority Consolidation Act of 2017, California Public Utilities Code Sections 130800 et. seq., SBCTA succeeded to SANBAG's rights and obligations under Cooperative Agreement 04-040, as amended; and

WHEREAS, in April 2018, SBCTA and CITY approved Amendment Number 6 to Cooperative Agreement 04-040 to clarify the maintenance and security roles and responsibilities for additional improvements at the Commuter Rail Station and revised Depot common areas; and

WHEREAS, SBCTA desires to designate sections of the Commuter Rail Station for use as bus bays, rideshare zones, or other similar activities; and

WHEREAS, SBCTA further desires to lease parking stalls and a section of the common area at the Commuter Rail Station to a third-party electric vehicle charging network for the construction of third-party operated electric vehicle chargers; and

WHEREAS, SBCTA and CITY desire to clarify the responsibility for obtaining and maintain real property insurance for the station assets and the apportionment of the costs thereof; and

WHEREAS, SBCTA and CITY desire to further amend the Cooperative Agreement in order to clarify the roles and responsibilities for these additional activities at the Commuter Rail Station.

NOW, THEREFORE, the parties agree to amend the Cooperative Agreement 04-040 as follows:

1. All references to SANBAG in Cooperative Agreement 04-040 and previous Amendments shall mean the San Bernardino County Transportation Authority (SBCTA).
2. Subsection **6.13 Commuter Rail Station Expenses** of Section **VI-COMMUTER RAIL STATION** is deleted and replaced in its entirety with the following:

6.13 Commuter Rail Station Expenses. CITY shall be responsible for all costs required to operate and maintain the Commuter Rail Station, including but not limited to, the cost for maintenance of the parking lots, standard platforms, the cost for signage, security, and the cost for perimeter landscaping and lighting. The costs of real property insurance for the Commuter Rail Station is addressed in subsections **6.18 Real Property Insurance** and **8.04 Common Area Expenses** and is therefore excluded from this **6.13 Commuter Rail Station Expenses**. SBCTA shall be responsible for the network services and maintenance costs of electric vehicle chargers, and for tracking the actual costs. The Property Management Firm described in subsection **8.10 Property Management Firm** shall be responsible for tracking the actual costs of the Commuter Rail Station Expenses, including costs for security and maintenance of the Pedestrian Overpass Structure. To the extent SBCTA advances payment of costs for which CITY is responsible, CITY shall reimburse SBCTA for all such costs advanced.

3. The following subsections are added to Section **VI-COMMUTER RAIL STATION**:

6.16 Additional Space for Private and Public Transportation.

a. SBCTA shall have the right to designate areas of the Commuter Rail Station to be used as bus bays for public and private transportation, rideshare zones, or other similar activities. SBCTA shall give written notice to CITY requesting approval of the designation of any such area. Said notice shall provide an operational plan for the proposed use of the designated section for the CITY's input and approval. The operational plan shall include information related to, but not limited to: route schedules, estimated number of users, and necessary increases in maintenance and security costs. The parties will meet and confer regarding the designation of the area. SBCTA will not permanently designate any section of the Commuter Rail Station for use as a bus bay, rideshare zone, or other similar activity without CITY's prior approval of the proposed designated section and the operational plan, which approval shall not be unreasonably withheld or delayed. However, if CITY fails to respond to SBCTA's notice within sixty (60) days of receipt, CITY shall be conclusively deemed to have approved the request.

b. For any temporary change in the location of an agreed area, SBCTA shall give written notice to CITY before effecting such change. CITY must respond to any notice about a temporary change within seventy-two (72) hours (excluding weekends and holidays). If CITY fails to respond within seventy-two (72) hours of receipt of notice, CITY shall be conclusively deemed to have approved the change in location. For any permanent change in the location of an agreed area, SBCTA shall give written notice to CITY at least ninety (90) days before effecting such change. SBCTA shall meet and confer with the CITY about any permanent change in the location of an agreed area. CITY must respond to any notice about a permanent change within fourteen (14) days of receipt of notice. If CITY fails to respond within the time specified, CITY shall be conclusively deemed to have approved the change in location.

c. In the event of an emergency endangering life or property in any way related to the location of an agreed area, SBCTA shall take such action as may be reasonable and necessary in order to prevent, avoid, or mitigate injury, damage, or loss and shall, as soon as reasonably possible, report any such incidents to the CITY.

6.17 3rd Party Electric Vehicle Chargers.

a. SBCTA shall have the right, after consultation with the CITY, to enter into, amend, or terminate a lease with a third-party electric vehicle charging network for up to twenty one (21) parking stalls and a section of common area ("Charging Space") at the Commuter Rail Station for the construction of third-party operated electric vehicle chargers. SBCTA shall give written notice to CITY regarding the initial selection of any such area. CITY must respond to SBCTA's notice within sixty (60) days of receipt of said notice. The Parties will meet and

confer regarding the initial selection of the Charging Space. SBCTA will not assign any section of the Commuter Rail Station to a third-party electric vehicle charging network without CITY's prior approval, which approval shall not be unreasonably withheld. However, if CITY fails to respond to SBCTA's request within the time specified, CITY shall be conclusively deemed to have approved SBCTA's selection of the area. Revenue generated from the lease of this Charging Space to a third-party electric vehicle charging network will be collected by SBCTA and will be used to pay for costs associated with SBCTA owned and operated electric vehicle chargers.

b. For any change in the location of the Charging Space, SBCTA shall give written notice to CITY at least 90 days before effecting such change. CITY must respond to any notice about a change in the location of the Charging Space within fourteen (14) days of receipt of notice. The Parties shall meet and confer about any change in the location of the Charging Space. If CITY fails to respond within the time specified, CITY shall be conclusively deemed to have approved the request.

6.18 Real Property Insurance.

a. **Core Transit Asset Insurance.** SBCTA shall obtain and maintain real property insurance for the Pedestrian Overpass Structure, the Station Platforms and the canopy structures thereon ("Core Transit Assets") in amounts sufficient to replace said assets. CITY and SBCTA shall share responsibility for the cost of real property insurance for the Core Transit Assets. SBCTA shall notify CITY of the cost of insurance described in this subsection **6.18(a) Core Transit Asset Insurance,** in the then-current Fiscal Year no later than January 31st of each Fiscal Year and shall invoice CITY for fifty percent (50%) of said cost no sooner than the following Fiscal Year. CITY shall pay said invoice within thirty (30) days of receipt thereof.

b. **Other Property Insurance.** CITY shall obtain and maintain real property insurance or self-insurance for property not otherwise obtained under **6.18(a) Core Transit Asset Insurance** above or **8.06 Insurance,** including but not limited to the Permanent Multi-Level Parking Structure in amounts sufficient to replace said property. CITY shall be solely responsible for the cost of real property insurance or self-insurance obtained pursuant to this **6.18(b) Other Property Insurance.**

4. Subsection **12.01 Notices to Parties** of Section **XII. NOTICES** is deleted and replaced in its entirety with the following:

12.01 Notices to Parties. Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not made during regular business hours; or (c) on the fourth business day after

deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Section. Parties shall notify each other of any contact information changes within ten (10) business days of the change.

To	San Bernardino County Transportation Authority	To	City of San Bernardino
	1170 W. 3rd Street, 2nd Floor		Vanir Tower, 290 North D Street
	San Bernardino, CA 92410-1715		San Bernardino, CA 92401
Attn:	Management Services	Attn:	
Email:	depot@gosbcta.com	Email:	
Phone:	(909) 884-8276	Phone:	
Copy:	General Counsel	Copy:	City Attorney
Email:	gencounsel@gosbcta.com	Email:	

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

Attachment: 00-1000076-07 (8682 : Amendment No. 7 to Cooperative Agreement No. 04-040 with the City of San Bernardino)

IN WITNESS WHEREOF, the authorized parties have signed below;

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF SAN BERNARDINO

By: _____
Art Bishop
Board President

By: _____
Robert D. Field
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

By: _____
Sonia R. Carvalho
City Attorney

Date: _____

Date: _____

DRAFT

Attachment: 00-1000076-07 (8682 : Amendment No. 7 to Cooperative Agreement No. 04-040 with the City of San Bernardino)

Minute Action

AGENDA ITEM: 6

Date: August 10, 2022

Subject:

Lease Agreement No. 22-1002715 with Greyhound Lines, Inc.

Recommendation:

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

Approve Lease Agreement No. 22-1002715 with Greyhound Lines, Inc., for use of Unit 175 and a portion of the San Bernardino Santa Fe Depot parking lot, for a five-year term effective when SBCTA gives written consent with a total estimated revenue value of \$364,521, and three (3) five-year options to extend.

Background:

The San Bernardino County Transportation Authority (SBCTA) and the City of San Bernardino (City), as tenants-in-common of the Santa Fe Depot (Depot), share the responsibilities for the Depot as defined in the Cooperative Agreement No. 040-040 (Cooperative Agreement). Pursuant to the Cooperative Agreement, SBCTA retains the exclusive right to enter into, amend, or terminate all leases at the Depot.

On August 2, 2021, staff released a formal Solicitation of Proposals (SOP) to solicit proposals from qualified vendors for a lease of SBCTA and City-owned property consisting of approximately 714 square feet of pre-existing concession space (Premises), located within the San Bernardino Santa Fe Depot at 1170 W. 3rd Street, San Bernardino, for the purpose of operating a concession that provides prepackaged food and beverages. This was done in anticipation of the upcoming expiration of the previous tenants', Christina Aarts Fierro and Steven Fay (Tenants) lease on December 31, 2021. In addition to SBCTA's normal advertising process, the SOP was advertised on LoopNet, which is an online marketplace for commercial property, and on SBCTA's social media. SBCTA also proactively reached out to vendors who have submitted similar proposals for San Bernardino County-owned property, including Coffee Nutz and Everytable. Historically, SBCTA has faced challenges leasing these Premises. Staff believes the Premises remote indoor location may be the reason why it is challenging to lease this space. In order to encourage more proposals, staff also established a minimum fixed rent of \$1,500 monthly, a change from previous leases which included a base rent and a Common Area Maintenance (CAM) charge. Staff believes a reasonable effort was made to advertise the SOP in order to solicit responses and that adequate notice and time was provided to meet the proposal submission deadline. Out of four (4) vendors who reached out to SBCTA and toured the Premises, only one (1) submitted a proposal. The following proposal was received:

Vendor	Location	Rent	Initial Term	Options
Greyhound Lines, Inc.	Dallas, TX	\$2,269	Five-years	Three (3) five-year options

An Evaluation Committee of four consisting of SBCTA staff and the Depot property management firm evaluated the single proposal based on different factors, including the

Entity: San Bernardino County Transportation Authority

General Policy Committee Agenda Item

August 10, 2022

Page 2

proposer's business experience, proposed use of Premises, and consideration to SBCTA. Greyhound Lines, Inc.'s (Greyhound) proposal is for use of the Premises as a co-op ticket counter location where prepackaged food, drink, and travel essentials are also sold. In addition to use of the Premises as a co-op location, Greyhound's proposal requests use of the Depot as a station for their buses and use of part of the parking area as a bus loading and unloading zone. Greyhound also offered more than the minimum rent required. On October 18, 2021, staff entered into contract award negotiations with Greyhound. Staff determined that leasing the Premises to Greyhound is the best option for SBCTA and the traveling public. While Greyhound's operations will extend beyond the Premises and the requirements outlined in the SOP, staff believes Greyhound's co-op ticket counter model meets the purpose of the SOP.

On October 18, 2021, staff entered into contract negotiations with Greyhound. This item will approve a five-year lease with Greyhound for a negotiated base rent of \$1,800 and a CAM charge of 10%, currently estimated at \$3,893 per month. Staff believes a base rent with a CAM charge is more appropriate for this lease as it reduces the City's and SBCTA's responsibility for any additional upkeep and maintenance costs beyond the initial estimates. The lease includes three (3) five-year options to extend. Additionally, the lease designates an area in the commuter station parking lot, currently maintained by the City, for use as a bus bay zone. The City has reviewed and approved this designation. Greyhound agreed to bear the cost of improvements necessary for this space to be used as a bus bay zone, including adding new concrete bus paving sufficient to accommodate three (3) buses. In exchange for funding the cost of these improvements, SBCTA agreed to a six (6) month base rent abatement totaling \$10,800.

Financial Impact:

There is an estimated increase in lease revenue of \$40,437 for Fiscal Year 2022/2023.

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 agreement.

Responsible Staff:

Colleen Franco, Director of Management Services

Approved
General Policy Committee
Date: August 10, 2022

Witnessed By:

Contract Summary Sheet

6.a

General Contract Information

Contract No: 22-1002715 Amendment No.: _____
 Contract Class: Receivable Department: Management Services
 Customer ID: CIC-GHLINE Customer Name: Greyhound Lines, Inc.
 Description: Greyhound Lines, Inc. Lease Agreement for Unit 175

List Any Accounts Payable Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	364,521.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	364,521.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	364,521.00

Contract Authorization

Board of Directors _____ Date: 09/07/2022 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Local _____ Lease _____ N/A

Accounts Receivable

Total Contract Funding:	\$	364,521.00	Funding Agreement No:	22-1002715	
Beginning POP Date:	10/01/2022	Ending POP Date:	09/30/2027	Final Billing Date:	09/30/2027
Expiration Date:	09/30/2027				

Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL: 7001	01	0805	0980	43011000	364,521.00
GL:					-
GL:					-
GL:					-
GL:					-

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

Colleen Franco

Colleen Franco

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

CONTRACT NUMBER: 22-1002715

SAN BERNARDINO DEPOT
Unit #175

COMMERCIAL / RETAIL LEASE

Landlord:

San Bernardino County Transportation Authority (SBCTA)

Tenant:

Greyhound Lines, Inc.

Attachment: 22-1002715 Greyhound Lease Final (8698 : Lease Agreement No. 22-1002715 with Greyhound Lines, Inc.)

1. Summary of Lease Provisions

1.01 **Parties:** This Lease, dated, for reference purposes only, **October 01, 2022**, is made by and between **San Bernardino County Transportation Authority (SBCTA)** (herein called "Landlord") and **Greyhound Lines, Inc.** (herein called "Tenant"). Landlord and Tenant may be referred to individually as "Party" and collectively as "Parties."

1.02 **Premises:** Unit Number(s) **175**, consisting of approximately **714** rentable square feet, more or less, as defined in Section 2 (the "Premises").

1.03 **Building:** Commonly described as being located at **1170 West 3rd Street** in the City of **San Bernardino**, County of **San Bernardino**, State of California.

1.04 **Term:** The term shall commence on the later of (a) Tenant's receipt of a certificate of occupancy or similar authorization from the governmental agency having jurisdiction or (b) Tenant takes possession or beneficial occupancy of the Premises with Landlord's (or Landlord's Agent) written consent ("Commencement Date"), and shall end sixty (60) months thereafter, as defined in Section 5. Notwithstanding anything to the contrary contained herein, Tenant may begin accessing those portions of the Premises before the Commencement Date ("Early Access") for the construction/installation of the Tenant's Operational Improvements and Bus Bay Improvements, defined in paragraph 3 and 12 hereinbelow, provided that Tenant shall provide Landlord with at least ten (10) days' notice prior to the date that Tenant intends to access the Premises. During Early Access, Tenant shall not be responsible for any Base Rent or CAM payments. All insurance, waiver, and indemnity provisions shall be in full force and effect during Early Access. Under no circumstances shall first payment of Base Rent and CAM payments occur later than five (5) months after the Early Access Date, except as otherwise provided in this Lease.

1.05 **Base Rent:** \$ 1,800 per month, payable on the **first** day of each month, per Section 6.

1.06 **Base Rent Increase:** The monthly Base Rent payable under Section 1.05 shall be adjusted as provided in Section 7.

1.07 **Late Charges:** 6% of any installment of Base Rent, Common Area Maintenance Expense reimbursements, or any other sum due from Tenant not be received by Landlord within **five** days after the first day of each month.

1.08 **Security Deposit:** \$3,500.

1.09 **Tenant's Share of Common Area Maintenance Expenses (CAM):** 10% as defined in Section 6 and which are currently estimated at \$3,893.

1.10 **Parking:** **Four (4)** maximum vehicle parking spaces, as provided for in Section 4.

1.11 **Use:** **Bus ticket counter and snack shop, selling only prepackaged food and beverages (no cooking at the Premises).**

1.12 **Utilities:** Utilities to Premises provided by: (check one) ☒ Tenant ☐ Landlord (subject to reimbursement as may be provided for in this Lease), as further defined and subject to the provisions in Section 11.

1.13 **Maintenance & Repairs:** Interior of Premises maintained by **Tenant**; Exterior of Building maintained by **Landlord** subject to and in accordance with Section 10.

1.14 **Insurance:** See Section 13.

1.15 **Options to Extend:** Tenant has three (3) five (5) year Options to Extend the term of this Lease subject to the provisions in Section 25.

1.16 **Tenant Improvements:** (check all that apply)

- ☒ Tenant to accept Premises in as-is condition.
- ☐ Landlord to provide Tenant Improvements as provided for in Paragraph .
- ☐ Tenant to provide Tenant Improvements as provided for in Paragraph .

1.17 Notices:To Landlord:To Tenant [notice given to Premises address
also sufficient]:

**San Bernardino County
Transportation Authority
c/o City Commercial Management
9469 Haven Avenue - Suite 200
Post Office Box 548
Rancho Cucamonga, CA 91729-0548
Telephone: (909) 948-1662
FAX : (909) 948-1349**

**Greyhound Lines, Inc.
350 N. St. Paul Street
Legal Department
Dallas, TX 75201
General Counsel
Telephone: 214-849-7107
With a copy to: Real Estate Dept.
same address**

2. Premises.

Landlord hereby leases to Tenant for the term, at the rental rate, and upon all of the conditions set forth herein, the Premises as defined in Section 1.02. The Premises, the Building(s), the Common Areas, and the land upon which the same are located, are collectively referred to as the "Depot" (as per the attached Site Plan). It is understood and agreed that the square footage figures set forth in the Basic Lease Provisions are approximations which Landlord and Tenant agree are reasonable and shall not be subject to revision except in connection with an actual change in the size of the Premises.

Tenant hereby accepts the Premises and the Depot in their condition existing as of the Lease Commencement Date or the date that Tenant takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any easements, covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that it has satisfied by its own independent investigation that the Premises are suitable for its intended use, and that neither Landlord nor Landlord's agent or agents has made any representation or warranty as to the present or future suitability of the Premises, Common Areas, or Depot for the conduct of Tenant's business, including anything related to compliance with any existing government regulations, including but not limited to the American with Disabilities Act. LANDLORD HEREBY DISCLOSES THAT PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1938, THE PREMISES AND COMMON AREAS HAVE NOT UNDERGONE INSPECTION BY A CASp, AND THUS HAS NOT BEEN VERIFIED TO MEET ALL APPLICABLE CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS. Notwithstanding any provision to the contrary herein, Landlord, at Landlord's sole cost and expense, shall cause the Depot to comply with any existing government regulations, including but not limited to the Americans with Disabilities Act applicable to the Depot as of, prior to, and during the term of the Lease.

3. Common Areas.

3.1 "Common Areas" are defined as all areas outside the confines of the Premises, including but not limited to parking areas, loading and unloading zones, trash enclosures, roadways, sidewalks, walkways, parkways, ramps, driveways, and landscaped areas within the Depot that are provided and designated for the general non-exclusive use of Landlord, Tenant, and all other Tenants of the Depot. Tenant, Tenant's employees, visitors, and invitees hereby agree to abide by and conform to all rules and regulations, which Landlord shall have the right in its sole reasonable discretion to modify from time to time. Landlord shall have the exclusive control and management of the Common Areas; however, Landlord shall not be responsible for the non-compliance with said rules and regulations by other tenants, employees, and invitees to the Depot. Landlord shall have the right in its sole discretion to (1) make changes to the Building exterior and/or Common Areas; (2) close temporarily any of the Common Areas for maintenance purposes, so long as reasonable access remains available; and (3) to add additional improvements to the Common Areas. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Landlord or Landlord's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Landlord shall have the right, without notice, in addition to such other rights and remedies it may have, to remove the property and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord. Notwithstanding any provision to the contrary contained herein, Landlord represents and warrants the roof, all interior and exterior structural components of the Depot, the structural soundness of the exterior walls of the Depot (including windows, glass or plate glass, exterior doors or store fronts), heating, ventilating and air conditioning systems and mechanical, electrical and plumbing systems and equipment of the Depot shall be in good working condition upon the Commencement Date.

3.2 During the Lease term, Tenant shall have non-exclusive right to access and use portions of the parking areas, as identified in Exhibit C ("Bus Bay Zone"), for use as a bus loading and unloading zone. Landlord reserves the right, in its sole discretion, to modify this area (including, without limitation, increasing, or reducing the size thereof, or changing the location thereof). Landlord, nevertheless, shall at all times provide reasonable access to a portion of the parking areas for use as a bus loading and unloading zone.

4. Parking.

Tenant shall be entitled to use the vehicle parking spaces as provided for in Section 1.10 on those portions of the Common Areas designated by Landlord for parking. Tenant shall not use more spaces than said maximum number, and spaces shall be used for vehicles no larger than full-sized passenger vehicles, pick-up trucks, or sport utility vehicles. Any vehicle loading or unloading shall only be permitted in areas and at times designated by Landlord for such activities. Landlord shall have the right, without notice, to tow any of Tenant's vehicles (or Tenant's employees, invitees, contractors, or visitors) that are in violation of any parking rules and regulations, the cost of which shall be the sole responsibility of Tenant.

5. Term.

5.1 "Possession" of the Premises shall be deemed tendered to Tenant when (1) improvements, if any, are substantially completed, and (2) Tenant has been given reasonable access to the Premises with Landlord's (or Landlord's Agent) written consent. If for any reason Landlord cannot deliver possession of the Premises on the Commencement Date as provided for in Section 1.04, the Commencement Date and ending dates shall be correspondingly extended in relation to the Term of this Lease, and Landlord shall not be subject to any liability, nor shall such delay in commencement affect the validity of this Lease or the obligations of Tenant hereunder (except that Tenant shall not be obligated to pay rent until possession of the Premises has been delivered as provided for herein). However, there shall be no abatement of rent or adjustment of the Commencement Date if such delays are caused by actions of Tenant, Tenant's agents or contractors.

5.2 **Notice of Commencement Date:** Upon ascertaining the Commencement Date, Landlord (or Landlord's Agent) shall deliver to Tenant a written confirmation of the Commencement Date, in the form attached hereto as Exhibit D (the "Notice of Commencement of Lease"). The Notice of Commencement of Lease shall be binding upon Tenant unless Tenant objects thereto in written communication delivered to Landlord within five (5) business days of Tenant's receipt of the Notice of Commencement of Lease. However, Landlord's failure to send the Notice of Commencement of Lease shall not delay the commencement of or any of Tenant's obligations under this Lease if Tenant has been given reasonable access to the premises with Landlord's written consent prior to the Commencement date set forth in the Notice of Commencement of Lease.

6. Rent.

6.1 **Rent and Base Rent.** Any and all amounts from time to time payable to Landlord by Tenant hereunder shall be referred to herein as Rent, including, but not limited to, Base Rent, and shall be paid in full when due without right of offset, setoff or deduction. Tenant shall pay to Landlord the Base Rent for the Premises as provided for in Section 1.05. Base Rent for any period less than one month shall be prorated based upon the actual number of days in the calendar month involved. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to any such other persons or at any such other places as Landlord may designate in writing.

6.2 **Common Area Maintenance Expenses ("CAM").** Tenant shall pay to Landlord during the term hereof, in addition to the Base Rent, Tenant's Share as provided for in Section 1.09 and hereinafter defined, of all Common Area Maintenance Expenses, as herein defined, during each calendar year, also referred to as "CAM Charges", in accordance with the following provisions:

(a) "Common Area Maintenance Expenses" are defined, for purposes of this Lease, as all costs incurred by Landlord, relating to the ownership and operation of the Depot, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, of the following:

(aa) The Common Areas, including parking areas, loading and unloading areas, trash areas, public restrooms, roadways, sidewalks, walkways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, escalators, and roof;

(bb) Exterior signs and any tenant directories.

(cc) Fire detection (including monitoring costs) and sprinkler systems.

(ii) The cost of water, gas, electricity, and telephone to service the Common Areas.

- (iii) Trash disposal, property management, security services, and the costs of any environmental inspections.
- (iv) Reserves set aside for maintenance and repair of Common Areas.
- (v) Real Property Taxes (as defined in Section 14) for the Building and the Common Areas.
- (vi) The cost of the premiums for the insurance policies maintained by Landlord under Section 13.
- (vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.
- (viii) Any other services to be provided by Landlord that are stated elsewhere in this Lease to be a Common Area Maintenance Expense.
- (ix) Any management fees incurred by Landlord in connection with the operation of the Depot or, at Landlord's option, in lieu of any such management fees, 15% of CAM Charges as computed without regard to this clause (ix).
- (b) Any Common Area Maintenance Expenses and Real Property Taxes that are specifically attributable to the Building or to any other building in the Depot or to the operation, repair, and maintenance thereof, shall be allocated entirely to the building or to such other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair, and maintenance thereof, shall be equitably allocated by Landlord to all buildings in the Depot.
- (c) The inclusion of the improvements, facilities, and services set forth in this Section shall not be deemed to impose an obligation upon Landlord to either have said improvements or facilities or to provide those services unless the Depot already has the same or Landlord already provides the services.
- (d) Tenant's Share of Common Area Maintenance Expenses (CAM Charges) shall be payable by Tenant within ten (10) days after a reasonably detailed statement of actual expenses is presented to Tenant by Landlord's agent. At Landlord's option, however, an amount may be estimated by Landlord from time to time of Tenant's Share of annual CAM Charges and the same shall be payable monthly or quarterly, as Landlord shall designate, during each 12-month period of the Lease term, on the same day as the Base Rent is due hereunder. Landlord shall deliver to Tenant within sixty (60) days after the expiration of each calendar year a reasonably detailed statement showing Tenant's Share of the actual CAM Charges incurred during the preceding year (the "Reconciliation"). If Tenant's payments during said preceding year exceed Tenant's Share as indicated on said Reconciliation, Landlord shall be credited the amount of such overpayment against Tenant's Share of CAM Charges next becoming due. If Tenant's payments during said preceding year were less than Tenant's Share as indicated on said Reconciliation, Tenant shall pay to Landlord the amount of the deficiency within ten (10) days after delivery by Landlord to Tenant of said Reconciliation. Notwithstanding any provision to the contrary herein, Tenant's share of the CAM Charges shall not increase by no more than four percent (4%), compounded annually, over the amount of such CAM Charges for the immediately prior year.

7. Rent Increase.

On each anniversary date of this Lease, the Base Rent shall be increased by ☐ CPI Adjustment (see subsection "A" below) or ☒ fixed rental adjustment (see subsection "B" below).

B. Fixed Rental Adjustment ("FRA"): The Base Rent shall be adjusted in accordance with the following rental schedule:

Months	Monthly Base Rent
1-24	\$ 1,800
25-48	\$ 1,872
49-60	\$ 1,947

8. Security Deposit

Tenant shall deposit with Landlord upon execution hereof the Security Deposit set forth in paragraph 1.08 of the Basic Lease Provisions as security for Tenant's faithful performance of Tenant's obligations hereunder. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Landlord may become obligated by reason of Tenant's default,

or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of said deposit, Tenant shall within ten (10) days after written demand therefor deposit cash with Landlord in an amount sufficient to restore said deposit to the full amount then required of Tenant. If the monthly rent shall, from time to time, increase during the term of this Lease, Tenant shall, at the time of such increase, at Landlord's option, deposit with Landlord additional money as a security deposit so that the total amount of the security deposit held by Landlord shall at all times bear the same proportion to the then current Base Rent as the initial security deposit bears to the initial Base Rent. If Tenant performs all of Tenant's obligations hereunder, said deposit, or so much thereof as has not heretofore been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the term hereof, and after Tenant has vacated the Premises and delivered possession to Landlord. No trust relationship is created herein between Landlord and Tenant with respect to said Security Deposit. Landlord shall not be required to segregate such deposit from other Landlord moneys and shall not be required to pay any interest thereon.

9. Use.

The Premises shall be used and occupied only for the purpose as provided for in Section 1.11 and for no other purpose. Tenant shall conduct its business in a lawful manner (including obtaining and maintaining any required governmental permits and licenses) and shall not use or permit use of the Premises or the Common Areas in any manner that will tend to create waste or a nuisance or shall tend to disturb other occupants of the Depot.

10. Maintenance and Repairs.

10.1 Landlord's Obligations: Landlord shall keep the Depot foundations, exterior walls, roof, fire sprinkler system and fire/smoke detection equipment, and common areas (as defined above), in good condition and repair; provided, however, Landlord shall not be obligated to paint exterior walls, or to repair or replace any unbroken windows, doors, or plate glass of the Premises. There shall be no abatement of rent or liability of Tenant on account of any injury or interference with Tenant's business with respect to any improvements, alterations, or repairs made by Landlord to the Depot or any part thereof. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Depot or Common Areas in good order, condition, and repair.

10.2 Tenant's Obligations: Tenant shall, at Tenant's sole cost and expense and at all times, keep the Premises and every part thereof in good order, condition, and repair, (whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements, or the age of such portion of the Premises), including, without limiting the generality of the foregoing, all equipment or facilities specifically serving the Premises, such as plumbing, electrical, lighting facilities, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights, but excluding any items which are the responsibility of Landlord. Tenant, in keeping the Premises in good order, condition, and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements, or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition, and state of repair.

If Tenant fails to perform its obligations under this Section, Landlord may enter upon the Premises, perform such obligations on Tenant's behalf, and put the Premises in good order, condition, and repair.

10.3 Hazardous Substances. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material, or waste whose presence, nature, quantity, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release, or effect, either by itself or in combination with other materials expected to be on the Premises (for purposes of Sections 10.3 and 10.4, "Premises" shall also include any area used by Tenant for loading, unloading and parking buses, including, but not limited to, any Bus Bays), is either (i) potentially injurious to the public health, safety, or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Tenant shall not engage in any activity in or about the Premises which constitutes a use of Hazardous Substances without the express written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all governmental requirements (including but not limited to compliance with all laws, rules, regulations, ordinances, directives, covenants, easements, and restrictions of record, permits, and the requirements of any applicable fire insurance underwriter or rating bureau). Landlord may (but without any obligation to do so) condition its consent, if granted, to Tenant's use of any Hazardous Substance upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion, deems necessary to protect itself,

the public, the Premises, and the environment against damage, contamination, or injury and/or liability therefor, including but not limited to the installation (and, at Landlord's option, removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the Premises and/or the deposit of an additional Security Deposit. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including, without limitation, through the plumbing or sanitary sewer system). Notwithstanding any provision to the contrary, Tenant shall bear no liability whatsoever and shall not assume any conditions for any existing environmental materials or Hazardous Materials as existing on, at or below the Premises as of the Commencement Date. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all loss, damage, liability and expense (including reasonable attorneys' fees) that Tenant may incur as a result of any claim, demand or action related to environmental conditions, Hazardous Materials or any other environmental laws and regulations existing as of the Commencement Date or not caused by Tenant's activities after the Commencement Date.

10.4 Tenant shall indemnify, protect, defend, and hold Landlord, its directors, officers, agents, employees, lenders, and ground Landlord, if any, and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits, and attorneys' and consultants' fees arising out of and involving any Hazardous Substance brought onto the Premises by or for Tenant or by anyone under Tenant's control. Tenant's obligations under this subsection shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or suffered by Tenant, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration, and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation, or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement.

11. Utilities & Services.

Landlord shall be responsible for the payment of the following utilities and services that serve the Premises (check those that apply):

- ☐ Electricity
- ☒ Gas
- ☒ Water/Sewer
- ☐ Telephone & Data Service
- ☒ Trash
- ☐ Security Alarm Monitoring
- ☐ Janitorial Service & Supplies

Tenant shall be responsible for the direct payment or reimbursement to Landlord, as the case may be, of the following utilities and services that serve the Premises (check those that apply):

- ☒ Electricity
- ☒ Gas
- ☒ Water/Sewer
- ☒ Telephone & Data Service
- ☒ Trash
- ☒ Security Alarm Monitoring
- ☒ Janitorial Service & Supplies

In the event any of Tenant's aforementioned utilities are not separately metered to the Premises, Tenant shall pay, at Landlord's option, either Tenant's Share or a reasonable proportion to be determined by Landlord of all charges jointly metered with other Premises in the Building.

There shall be no abatement of rent and Landlord shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption, or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair, or other cause beyond Landlord's reasonable control or in cooperation with governmental request or directions.

12. Alterations and Additions.

12.1 Tenant shall not without Landlord's prior written consent make any alterations, improvements, additions, or repairs (hereinafter collectively referred to as "Alterations") in, on or about the Premises or the Depot. Should Landlord permit Tenant to make its own Alterations, Tenant shall use only contractors that are properly and adequately licensed and insured, and Landlord may require Tenant to provide Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such

improvements, to insure Landlord against any liability for mechanic's and materialmen's liens and stop notices, and to ensure completion of the work. Any Alterations in or about the Premises or the Depot that Tenant shall desire to make shall be presented to Landlord in written form, with proposed detailed plans. Any consent of Landlord to such Alteration shall be deemed conditioned upon Tenant acquiring a permit to do so from the applicable governmental agencies, furnishing of a copy thereof to Landlord prior to the commencement of the work, and compliance by Tenant with all conditions of said permit in a prompt and expeditious manner.

12.2 Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanic's or materialmen's lien or stop notices against the Premises, the Building, or the Depot, or any interest therein. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in the Premises by Tenant, and Landlord shall have the right to post notices of non-responsibility in or on the Premises or the Building as provided by law.

12.3 All Alterations which may be made on the Premises by Tenant shall be made and done in a good and workmanlike manner and of good and sufficient quality and materials. All alterations and additions that are permanently affixed to the Premises or the Depot shall be the property of Landlord and shall remain upon and be surrendered with the Premises at the expiration of the Lease term, unless Landlord requires their removal pursuant to Section 18.

12.4 Bus Bay Zone Improvements: Prior to the Commencement Date, Tenant shall construct, at Tenant's expense, the following improvements at the designated Bus Bay Zone:

- (a) New concrete bus paving that is sufficient to accommodate at least three (3) buses.
- (b) One (1) trash receptacle placed in a mutually acceptable location under the existing shade structure adjacent to the Bus Bay Zone and matching the design of existing trash receptacles located at the Depot.
- (c) Five (5) benches. Benches shall be installed under the existing shade structure adjacent to the Bus Bay Zone and must match the design of existing benches located under the shade structure.

13. Insurance and Indemnity.

Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease insurance policies with coverages that shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 0 1 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit, **\$4,000,000**.
2. **Commercial Automobile (BUS) Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if lessee has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$15,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Property insurance** against all risks of loss to any tenant possession, improvements or betterments, at full replacement cost with no coinsurance penalty provision.
5. **Umbrella/Excess CGL Insurance** – The policy must include the following:
 - a. **\$5,000,000** umbrella or excess liability
 - b. The umbrella or excess policy shall follow form over the Tenant's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
 - c. The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
 - d. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

If the Tenant maintains broader coverage and/or higher limits than the minimums shown above, SBCTA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

SBCTA, the City of San Bernardino, and their respective directors, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL, Umbrella and/or Excess policy with respect to liability arising out of work or operations performed by or on behalf of the Tenant, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Tenant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 3 7 if a later edition is used).

Waiver of Subrogation

Tenant hereby grants to SBCTA and the City of San Bernardino, a waiver of any right to subrogation which any insurer of said Lessee may acquire against the SBCTA by virtue of the payment of any loss under such insurance. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Landlord has received a waiver of subrogation endorsement from the insurer.

Primary Coverage

For any claims related to this contract, the Tenant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SBCTA and City of San Bernardino, and their respective directors, officers, employees, and volunteers. Any insurance or self-insurance maintained by the SBCTA or the City of San Bernardino, and their respective officers, officials, employees, or volunteers shall be excess of the Tenant's insurance and shall not contribute with it.

Qualifications of Insurance Carriers

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

Deductibles and Self-Insured Retention

Regardless of the allowance of exclusions or deductibles by Landlord, Tenant shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. Tenant will pay, and shall require its sub-contractor(s) to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval, no deductibles or SIR will be allowed. At the option of Landlord, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the Tenant shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to SBCTA, its directors, officials, officers, employees and agents; or, (2) the Tenant shall procure a bond guaranteeing the amount of the deductible or self-insured retention. Landlord shall have the right to review any and all financial records that Landlord, at its sole discretion, deems necessary to approve any deductible or SIR. Landlord will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If Landlord pays any sums due under any insurance required above, Landlord may withhold said sums from any amounts due to Tenant. The Tenant's policies will neither obligate nor prohibit Landlord or any other Additional Insured, from paying any portion of any Tenant deductible or SIR..

Verification of Coverage

Tenant shall furnish Landlord with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before occupying the premises. However, failure to obtain the required documents prior to the work beginning shall not waive the Tenant's

obligation to provide them. Landlord reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Higher limits.

If TENANT maintains higher limits than the minimums shown above, SBCTA and City of San Bernardino shall be entitled to coverage for the higher limits maintained by TENANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the additional insureds.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Landlord.

Special Risks or Circumstances

Landlord reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

The cost of the premiums for the insurance policies maintained by Landlord hereinafter shall be a Common Area Maintenance Expense.

Liability Insurance - Landlord: Landlord shall obtain and keep in force during the term of this Lease a policy of Combined Single Limit Bodily Injury and Broad Form Property Damage Insurance, plus coverage against such other risks Landlord deems advisable from time to time, insuring Landlord, but not Tenant, against liability arising out of the ownership, use, occupancy, or maintenance of the Depot in an amount not less than \$1,000,000 per occurrence.

Property Insurance: Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Depot improvements, but not Tenant's personal property, fixtures, equipment, or tenant improvements, in an amount of the full replacement cost thereof, as the same may exist from time to time, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, and such other perils as Landlord deems advisable or may be required by a lender having a lien on the Depot. In addition, Landlord shall obtain and keep in force, during the term of this Lease, a policy of rental value insurance covering a period of one year, with loss payable to Landlord, which insurance shall also cover all Common Area Maintenance Expenses for said period. Tenant shall not be named in any such policies carried by Landlord and shall have no right to any proceeds therefrom. In the event that the Premises shall suffer any insured losses, the deductible amounts under the applicable insurance policies shall be deemed a Common Area Maintenance Expense. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies carried by Landlord. Tenant shall pay the entirety of any increase in the property insurance premium for the Depot over what it was immediately prior to the commencement of the term of this Lease if the increase is specified by Landlord's insurance carrier as being caused by the nature of Tenant's occupancy or any act or omission of Tenant.

Indemnity: Tenant shall indemnify and hold harmless SBCTA, the City of San Bernardino and their respective directors, officers, employees, agents, volunteers, partners and lenders (collectively, "Landlord Parties"), from and against any and all claims for damage to the person or property of anyone or any entity arising from Tenant's use of the Depot, or from the conduct of Tenant's business, or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere, and shall further indemnify and hold harmless Landlord Parties from and against any and all claims, costs and expenses arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or omission of Tenant, or any of Tenant's agents, contractors, employees, or invitees, and from and against all costs, attorney's fees, expenses and liabilities incurred by Landlord Parties as the result of any such use, conduct, activity, work, things done, permitted or suffered, breach, default, or negligence, and in dealing reasonably therewith, including but not limited to the defense or pursuit of any claim or any action or proceeding involved therein; and in case any action or proceeding be brought against Landlord by reason of any such matter. Tenant, upon notice from Landlord, shall defend the same at Tenant's expense, by counsel reasonably satisfactory to Landlord, and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be so indemnified. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property of Tenant or injury to persons, in, upon or about the Depot arising from Tenant's any cause and Tenant hereby waives all claims in respect thereof against Landlord, except as to those claims directly arising from Landlord's gross negligence or willful misconduct

Exemption of Landlord from Liability: Except as caused by Landlord's gross negligence or willful misconduct, Tenant hereby agrees the Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises or the Depot, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Depot, or from other sources or places, or from new construction or the repair, alteration, or improvement of any part of the Depot, or of the equipment, fixtures, or appurtenances applicable thereto, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible, Landlord shall not be liable for any damages arising from any act or neglect of any other Tenant, occupant or user of the Depot.

Waiver of certain damages: In no event shall either party be liable for punitive damages which may be incurred.

14. Property Taxes.

14.1 Real Property Taxes: Landlord shall pay real property taxes and associated assessments applicable to the Depot, if applicable. Tenant shall also pay to Landlord the entirety of any increase in real property tax if assessed solely by reason of additional improvements placed upon the Premises by Tenant, or as possessory interest taxes due to Tenant's use of the Premises or Depot, or at Tenant's request. Real property taxes shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income, or estate taxes) imposed on the Depot or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agriculture, sanitary, fire, street, drainage or other improvement district thereof.

14.2 Personal Property Taxes: Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere.

15. Assignment & Subletting.

15.1 Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in the Lease or in the Premises, without Landlord's prior written consent, which Landlord may withhold in its sole discretion. Landlord reserves the right to condition any approval to assign or sublet upon Landlord's determination that (a) the proposed assignee or subtenant shall conduct a business on the Premises of a quality and use that is substantially equal to that of Tenant and consistent with the general character of the other occupants of the Depot and not in violation of any exclusive or rights then held by other tenants, and (b) the proposed assignee or subtenant be at least as financially responsible as Tenant was expected to be at the time of the execution of this Lease or of such assignment or subletting, whichever is greater. Landlord further reserves the right to refuse assignment or subletting should Landlord determine that either or both conditions set forth in (a) and (b) are not met. Regardless of Landlord's consent, no assignment or subletting shall release Tenant of Tenant's obligations hereunder or alter the primary liability of Tenant to pay the rent and other sums due Landlord hereunder, including Tenant's Share of Common Area Maintenance Expense, and to perform all other obligations to be performed by Tenant hereunder. If Tenant's obligations under this Lease have been guaranteed by third parties, then an assignment or sublease, and Landlord's consent thereto, shall not be effective unless said guarantors give their written consent to such assignment/sublease and the terms thereof. The consent by Landlord to any assignment or subletting shall not constitute consent to any subsequent assignment or subletting by Tenant nor to any subsequent or successive assignment or subletting by the subtenant. Landlord shall be a party to, and shall have the right to review, any proposed subleases and associated documents. If Tenant shall request the consent of Landlord for a proposed assignment or subletting, then Tenant shall be required to submit whatever documentation and materials necessary in Landlord's sole discretion that it needs to review in connection with the proposed transaction. Further, Tenant shall pay Landlord's reasonable costs and expenses incurred in connection therewith, including attorneys', architects', engineers', or other consultants' fees, whether or not the transfer is consummated.

15.2 If, as of the effective date of any permitted assignment or subletting, the then-remaining term of this Lease is less than three (3) years, Landlord may, as a condition to its consent, require that the amount of the Rent payable under this Lease be adjusted to what is then the market value for property similar to the premises then constituted, as determined by Landlord. In the event any profits should be realized by a subtenancy or assignment, then Landlord shall be entitled to all of any such profits.

15.3 In the event of any default under this Lease, Landlord may proceed directly against Tenant, any guarantors or anyone else responsible for the performance of this Lease, including the subtenant, without first exhausting Landlord's remedies against any other person or entity responsible therefor to Landlord, or any security held by Landlord or Tenant. The discovery of the fact that any financial statement relied upon by Landlord in giving its consent to an assignment or subletting was materially false shall, at Landlord's election, render Landlord's said consent null and void.

16. Default; Breach; Remedies.

Tenant's Default/Breach: The occurrence of any one or more of the following events shall constitute a material default of this Lease by Tenant:

(a) The breach by Tenant of any of the covenants, conditions or provisions contained within this Lease, where such breach is of an incurable nature.

(b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, and as when due, where such failure shall continue for a period of three (3) days after written notice thereof from Landlord to Tenant. In the event that Landlord serves Tenant with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes, such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.

(c) The failure of Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, where such failure is curable in nature and continues for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion. Such thirty (30) day notice shall constitute the sole and exclusive notice required to be given to Tenant under applicable Unlawful Detainer statutes.

(d) The discovery by Landlord that any financial statement given to Landlord by Tenant, or its successor in interest or by any guarantor of Tenant's obligation hereunder, was materially false.

Landlord's Default/Breach: Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

Remedies: In the event of any material default or breach of this Lease by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to: the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; recapture of any inducement such as abated rent periods; reasonable attorneys' fees; any real estate commission actually paid; the amount, at the time of award of the court, by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of the leasing commission paid by Landlord applicable to the unexpired term of this Lease.

(b) Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have vacated or abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state of California. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

Late Charges: Tenant hereby acknowledges that the late payment by Tenant to Landlord of

Base Rent, Tenant's Share of Common Area Maintenance Expense or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of Base Rent, Common Area Maintenance Expense, or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within **five (5)** days after thirty (30) days prior written notice from Landlord, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to **six percent (6%)** of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

17. Estoppel Certificate.

Each Party (as "Responding Party") shall at any time upon not less than thirty (30) days' prior written notice from the other Party ("Requesting Party") execute, acknowledge, and deliver to the Requesting Party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the Responding Party's knowledge, any uncured defaults on the part of the Requesting Party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Depot or of the business of Tenant. At the Requesting Party's option, the failure to deliver such statement within such time shall be a material default of this Lease by the Party who is to respond, without any further notice to such Party, or it shall be deemed conclusive as to such Party that (i) this Lease is in full force and effect, without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Landlord is the Requesting Party, not more than one month's rent has been paid in advance.

18. Surrender; Move-out.

On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord, which shall include the return of all keys and access control devices, in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by Tenant. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, alterations, furnishings and equipment, and shall leave the HVAC equipment, power panels, electrical distribution systems, lighting fixtures and lamps, window coverings, wall and floor coverings, ceilings, plumbing fixtures, and all other building systems, fixtures, and improvements to the Premises in good operating condition.

19. Holding Over.

If Tenant, with Landlord's consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Tenant, except that the rent payable shall be **125%** of the rent immediately preceding the termination date of this Lease, and all Options, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month to month tenancy.

20. Substituted Premises.

Landlord reserves the right, upon not less than sixty (60) days prior written notice to Tenant, to substitute for the Premises some other premises within the Building having substantially equivalent net rentable area as the Premises, subject to a 15% variation, provided that Landlord shall pay all expenses reasonably incurred in relocating Tenant's property to such new location, and upon the expiration of such written notice, such other premises shall be substituted for the Premises for all purposes under this Lease. Landlord shall not be obligated to Tenant for any losses resulting from the substitution of Premises, and Tenant agrees to hold Landlord harmless against any such losses.

21. Landlord's Access.

21.1 Landlord and Landlord's agents shall have the right to enter the Premises, upon forty-eight (48) hour prior notice, for the purpose of inspecting the same, performing any services required of Landlord, showing the same to prospective purchasers, lenders, or tenants, making such alterations, repairs, improvements, or additions to the Premises or to the Depot as Landlord may

reasonably deem necessary or desirable, and the erecting, using, and maintaining of utilities, services, pipes, and conduits through the Premises and/or other premises, as long as there is no material adverse effect to Tenant's use of the Premises. Landlord may at any time place on or about the Premises or the Building any ordinary "For Sale" signs and Landlord may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs. All activities of Landlord pursuant to this paragraph shall be without abatement of rent, and Landlord shall have no liability to Tenant for the same.

21.2 Landlord shall have the right to retain keys to the Premises and to unlock all doors in or upon the Premises other than to files, vaults, and safes, and in the case of emergency to enter the Premises by any reasonably appropriate means, and any such entry shall not be deemed a forcible or unlawful entry or detainer of the Premises or an eviction. Tenant waives any charges for damages or injuries or interference with Tenant's property or business in connection therewith.

22. Security.

22.1 Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Depot. Tenant assumes all responsibility for the protection of Tenant, its agents, and invitees and the property of Tenant and of Tenant's agents and invitees from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option, from providing security protection for the Depot or any part thereof, in which event the cost thereof shall be included within the definition of Common Area Maintenance Expenses.

22.2 Tenant shall not permit anyone, except in emergency or with Landlord's prior approval, to go upon the roof of the building nor to access electrical, utility, elevator, machinery or equipment rooms.

23. Signs.

Tenant shall not place any sign upon the Premises or the Depot without Landlord's prior consent. Under no circumstances shall Tenant place a sign on any roof of the Depot. Lettering on directory or monument signs, if applicable and which must be expressly approved herein, shall be provided by ☒ Landlord ☐ Tenant, and shall conform to the Depot sign criteria. In the event Tenant is permitted signage on the Building exterior, such signage shall be subject to the Depot sign criteria and in accordance with applicable codes, requirements, and governmental approval of the City of San Bernardino. The installation, maintenance, repair, and removal (including any underlying damage caused by removal) of such exterior signage shall be provided by Tenant, at Tenant's sole cost and expense. Failure to maintain such signage shall, at Landlord's option, result in forfeiture of the sign position(s) and removal of existing signage (at Tenant's cost).

24. Subordination.

This Lease, and any Option or first refusal granted hereby, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the Depot. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless otherwise terminated pursuant to its terms. Tenant agrees to execute any documents required to effectuate an attornment, a subordination, or to make this Lease or any Option granted herein prior to the lien of any mortgage, deed of trust, or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder without further notice to Tenant or, at Landlord's option, Landlord shall execute such documents on behalf of Tenant as Tenant's attorney-in-fact.

25. Options.

As used in this paragraph the word "Option" has the following meaning: the right or option to extend the term of this Lease or to renew this Lease.

Each Option granted to Tenant in this Lease is personal to the original Tenant and may be exercised only by the original Tenant while occupying the Premises. In the event that Tenant has multiple options to extend or renew this Lease, a later option cannot be exercised unless the prior option to extend or renew this Lease has been so exercised. All rights of Tenant under the provisions of an Option shall terminate and be of no further force or effect, notwithstanding Tenant's due and timely exercise of the Option, if, during the term of this Lease, (i) Tenant fails to pay Landlord a monetary obligation of Tenant for a period of thirty (30) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant), or (ii) Tenant fails to commence to cure any curable default or breach of the provisions of this Lease within thirty (30) days after the date that Landlord gives notice to Tenant of such default and/or Tenant

fails thereafter to diligently prosecute said cure to completion, or (iii) Landlord gives to Tenant three or more notices of default for the non-payment of rent, whether or not the defaults are cured, or (iv) if Tenant has committed any non-curable breach or is otherwise in default of any of the terms, covenants, and conditions of this Lease.

Any and all Options granted to Tenant, if any, are hereby prescribed as follows:

Provided Tenant is not in default or has not committed a default during the term of this Lease, Landlord hereby grants Tenant the right to extend the term of this Lease for three (3) additional periods of five (5) year each. In order to exercise such Options, Tenant must notify Landlord, in writing, no later than ninety (90) days prior to the expiration of the original or preceding term, of its intent to exercise this Option to Extend. Failure to notify Landlord as stipulated shall, at Landlord's discretion, automatically cancel Tenant's rights hereby granted under this Option. The monthly Base Rent for these Option periods granted herein, if exercised, shall be increased by four percent (4%) or fair market value, whichever is greater, initially and annually thereafter over the preceding period.

26. Damage or Destruction.

26.1 In the event the Premises sustains damages of less than fifty percent (50%) of its then replacement value, then Landlord shall repair such damage (except for Tenant's improvements, trade fixtures and equipment) as soon as reasonably possible, and this Lease shall continue in full force and effect, and Rent and other charges shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired. In the event such damages are uninsured, Landlord may elect not to restore and repair the Premises, in which case this Lease shall be terminated. In either case, if such damages or destruction were caused by a negligent or willful act of Tenant, Tenant's customers, or invitees, then Tenant shall make all necessary repairs and restorations at its sole cost and expense, and this Lease shall continue in full force and effect, with no abatement of rent.

26.2 In the event the Premises sustains damages of more than fifty percent (50%) of its then replacement value, (unless caused by a negligent or willful act of Tenant, in which case Tenant shall make all necessary repairs and restorations at its sole cost and expense, and this Lease shall continue in full force and effect, with no abatement of rent), then Landlord, at its sole option and whether or not the loss is insured or uninsured, may choose to restore the Premises, or may terminate this Lease sixty (60) days following the date of such damage or destruction.

27. General Lease Terms:

Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

Time of Essence. Time is of the essence with respect to the obligations to be performed under this Lease.

Additional Rent. All monetary obligations of Tenant to Landlord under the terms of this Lease, including but not limited to Tenant's Share of Common Area Maintenance Expense and any other expenses payable by Tenant hereunder, shall be deemed to be rent.

Prior Agreements; Amendments. This Lease contains all agreements of the Parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding pertaining to any such matter, including but not limited to Letters of Intent, Proposals to Lease, and other documentation associated with the negotiation of this tenancy, shall be effective. This Lease may be modified in writing only, signed by the Parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that no real estate broker nor the Landlord nor any employee or agents of any said persons has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Premises or the Depot, and Tenant acknowledges that Tenant assumes all responsibility regarding the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease, including but not limited to, the Occupational Safety Health Act ("OSHA") and the Americans with Disabilities Act ("ADA").

Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified or registered mail, and shall be deemed sufficiently given if delivered or addressed to Tenant or to Landlord at the address noted in Section 1.17 above. Mailed notices shall be deemed given upon actual receipt at the address required, or forty-eight hours following deposit in the mail, postage prepaid, whichever first occurs. Either Party may by notice to the other specify a different address for notice purposes, except that upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for notice

purposes. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such Party or Parties at such addresses as Landlord may from time to time hereafter designate by notice to Tenant.

Waivers. No waiver by Landlord or any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as if it was not legally required to pay under the provisions of this Lease.

Covenants and Conditions. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

Binding Effect; Jurisdiction. This Lease shall bind the Parties, their personal representatives, successors, and assigns. This Lease shall be governed by the laws of the State of California, and any litigation between the Parties concerning this Lease shall be filed in the San Bernardino County Superior Court.

Attorney's Fees. If either Party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing Party in any such action, trial or appeal thereon shall be entitled to his reasonable attorneys' fees to be paid by the losing Party as fixed by the court in the same or a separate suit, and whether or not such action is pursued to decision or judgment. Landlord shall be entitled to reasonable attorneys' fees and all other costs and expenses incurred in the preparation and service of notice of default (including but not limited to notices required under the Unlawful Detainer statutes) and consultations in connection therewith, whether or not a legal transaction is subsequently commenced in connection with such default, or incurred in collections of any amounts owed by Tenant to Landlord under this Lease.

Consents. Wherever in this Lease the consent of one Party is required to an act of the other Party, such consent shall not be unreasonably withheld or delayed, unless otherwise expressly stated that such consent may be withheld in Landlord's sole discretion.

Guarantor. In the event that there is a guarantor of this Lease, said guarantor shall have the same obligations as Tenant under this Lease.

Authority. The individuals executing this Lease on behalf of the Landlord represent and warrant to Tenant that they are fully authorized and legally capable of executing this Lease on behalf of Landlord and that such execution is binding upon all parties holding an ownership interest in the Depot. If Tenant is a corporation, trust, or general or limited partnership, Tenant, and each individual executing this Lease on behalf of such entity, represent and warrant that such individual is duly authorized to execute and deliver this Lease on behalf of such entity.

Conflict. Any conflict between the printed provisions, Exhibits, or Addenda of this Lease and the typewritten or handwritten provisions, if any, shall be controlled by the typewritten or handwritten provisions.

Multiple Parties. If more than one person or entity is named as either Landlord or Tenant herein, except as otherwise expressly provided herein, the obligations of the Landlord or Tenant herein shall be the joint and several responsibility of all persons or entities named herein as such Landlord or Tenant, respectively.

Confidentiality/Public Records Act. Tenant shall keep confidential the terms of this Lease, and Tenant shall not release or disseminate any of the terms or provisions of this Lease to any third party, other than to its attorneys, accountants and officers, (and then only to the extent that such attorneys, accountants or corporate officers have a need for this information to perform their respective professional duties, and in doing so expressly agree to be bound by the terms of the

confidentiality provisions of this Lease), or where disclosure is required by regularly issued judicial process or by applicable securities laws, regulations and policies. This obligation of confidentiality shall survive the scheduled expiration or other termination of this tenancy. Tenant acknowledges that Landlord is a public agency, and that, as such, this Lease agreement is subject to disclosure pursuant to the provisions of the California Public Records Act (Government Code §§ 6250 *et seq.*)

ATTACHMENTS:

Attached hereto are the following documents which constitute a part of this Lease:

- Exhibit "A" - Rules and Regulations**
- Exhibit "A-2" - Employee Parking**
- Exhibit "B" - Site Plan**
- Exhibit "C" - Designated Bus Loading and Unloading Zone**
- Exhibit "D" - Notice of Commencement of Lease**
- Exhibit "E" - Prevailing Wage Requirements**

In the event of any conflict between the Lease articles and any exhibit, the Lease articles shall prevail.

ADDITIONAL TERMS:

28. CONTINUOUS OPERATION. Tenant shall be required to maintain consistent, daily business hours to provide concession services to the traveling public. Tenant's minimum operating hours shall be 5am to 3pm, Monday through Friday. Unless Landlord grants written consent to the contrary, Tenant shall not be permitted to operate later than the main lobby's operating hours.

29. HISTORICAL BUILDING. Tenant understands and acknowledges that the Depot is a registered Historic Landmark and thus Tenant shall be required to maintain the historical aspect of the Premises and is not authorized to make changes or alterations without Landlord's express written consent. This includes, but is not limited to, affixing or hanging items on the walls, removing the existing menu board, and making any changes to the appearance of the surfaces of the leased Premises.

30. PREVAILING WAGE AND BIDDING REQUIREMENTS. Tenant shall comply with the California Public Contract Code Sections 22000 through 22045 regarding bidding procedures and Labor Code Sections 1720.2 and 1770 *et seq.* regarding general prevailing wages, including the provisions set forth in Exhibit "E", Prevailing Wage Requirements, attached hereto and incorporated herein by reference. Tenant shall indemnify and hold harmless Landlord and its directors, officers, employees, and agents from any claims, actions, losses, damages, and/or liability arising out of Tenant's obligations set forth in this paragraph. Tenant's indemnity obligations shall survive the expiration or earlier termination of the Lease and shall not be limited by the existence or availability of insurance.

31. CONCESSION OPERATIONS. Landlord desires to lease the Premises to Tenant primarily to operate a concession shop that sells snacks, beverages, and prepackaged grab-and-go foods. Tenant agrees to maintain concession operations and a reasonable variety of prepackaged grab and go foods for the entire duration of this Lease, including all Options.

32. BASE RENT ABATEMENT. Notwithstanding anything to the contrary contained in this Lease, but provided Tenant is not in Default hereunder, Landlord hereby grants Tenant an abatement of the Base Rent payable during the period beginning on the Commencement Date and ending six (6) months after the Commencement Date ("Base Rent Abatement") for a total abatement of \$10,800 (6 x \$1,800). If the Commencement Date occurs on the first day of a month, the Base Rent Abatement will be measured from that date. If the Commencement Date occurs on a day other than the first day of a month, the Base Rent Abatement will be measured from the first day of the following month. The CAM set forth in Section 6 shall not be abated. The adjustment in the Base Rent as set forth in this Section 32 shall be based on the full and unabated amount of Base Rent payable for the first 24 month period from and after the Commencement Date.

33. NUISANCE. Tenant shall conduct its business, and shall use reasonable efforts to control its agents, employees, customers, invitees, contractors, and visitors, in such a manner as not to create any nuisance or unreasonably interfere with, or unreasonably annoy or disturb, any other occupant or Landlord in its operation of the Premises; provided, however Landlord confirms Tenant's Use, as defined in Section 1.11, is not a nuisance.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.

THE PARTIES ACKNOWLEDGE THAT THEY WERE GIVEN THE OPPORTUNITY TO HAVE THIS LEASE REVIEWED BY LEGAL COUNSEL PRIOR TO SIGNING IT. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE REAL ESTATE BROKERS, OR ANY OF THEIR AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION RELATING THERETO. THE PARTIES SHALL RELY SOLELY UPON THE ADVICE OF THEIR OWN LEGAL COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

IN WITNESS HEREOF, Landlord and Tenant have executed this Agreement on the dates stated below. The Agreement is effective as of the date executed by SBCTA.

TENANT:
GREYHOUND LINES, INC.

LANDLORD:
SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____

By: _____

Art Bishop
Board President

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

Attachment: 22-1002715 Greyhound Lease Final (8698 : Lease Agreement No. 22-1002715 with Greyhound Lines, Inc.)

EXHIBIT "A-1"

RULES AND REGULATIONS

GENERAL RULES

1. Tenant shall not suffer or permit the obstruction of any Common Areas.
2. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of the Depot or its occupants.
3. Tenant shall not make or permit any noise or odors that annoy or interfere with other Tenants or persons having business within the Depot.
4. Tenant shall not keep animals or birds within the Depot (unless a part of approved use as per Section 9 of this Lease), and shall not bring bicycles, motorcycles, or other vehicles into areas not designated as authorized for same.
5. Tenant shall not make, suffer, or permit litter except in appropriate receptacles for that purpose. All garbage and refuse shall be placed in containers designated for refuse collection, and such items must fit entirely within the receptacles. All large boxes and other refuse shall be broken down prior to placing in the containers. The outside areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord.
6. Tenant shall not alter any exterior lock or install new or additional locks or bolts on exterior doors without providing Landlord copies of same.
7. Tenant shall not deface the walls, partitions, or other surfaces of the premises or the Depot.
8. Tenant shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Landlord.
9. Tenant shall return all keys, including duplicates, at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
10. No window coverings, shades, or awnings shall be installed or used by Tenant without Landlord's prior approval.
11. No Tenant, employee, or invitee shall go upon the roof of the Building without Landlord's prior approval.
12. Smoking shall be restricted to designated smoking areas, if any, and then not near doors, windows, or other entrances, exits, or openings to other units within the Depot
13. Tenant shall not install, maintain, or operate any vending machines upon the Premises without Landlord's written consent.
14. The premises shall not be used for lodging or manufacturing, except as an approved Use per Section 9 of this Lease.
15. Tenant shall comply with all safety, fire protection, and evacuation regulations established by Landlord or any applicable governmental agency.
16. Landlord reserves the right to waive any one of these rules or regulations, as to any particular Tenant, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Tenant.
17. Tenant assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
18. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Depot and its occupants. Tenant agrees to abide by these and such rules and regulations.
19. Signs shall conform to sign criteria established by Landlord and shall not exceed the quantity or dimensions authorized by Landlord. No signs (other than signs that strictly conform to sign criteria), placards, pictures, advertisements, names, or notices shall be inscribed, displayed, painted, or affixed on or to any part of the outside or inside of the Building or within the Common Areas of the Depot. Landlord shall have the right to remove any such non-conforming signs without notice to Tenant, at the expense of Tenant.
20. Tenant shall not disturb, solicit, or canvass any other Tenant within the Depot.
21. Tenant, its contractors, employees, and invitees shall not loiter in the Common Areas of the Depot or in any way obstruct the entrances and driveways.

22. No antenna, aerial, discs, satellite dishes, or other such device shall be erected on the roof or exterior walls of the Building without Landlord's express consent.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles, non-commercial pick-up trucks, and sport utility vehicles ("Permitted Size Vehicles"). Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles".

2. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities.

3. Parking stickers or identification devices shall be the property of Landlord and shall be returned to Landlord by the holder thereof upon termination of the holder's parking privileges. Tenant will pay such replacement charge as is reasonably established by Landlord for the loss of such devices.

4. Landlord reserves the right to refuse the sale or issuance of identification devices to any person or entity that willfully refuses to comply with applicable rules, regulations, laws, and/or agreements.

5. Landlord reserves the right to relocate all or some parking spaces, and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances, and regulations.

6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons, or loss of property, all of which risks are assumed by the party using the parking area. Overnight parking is not permitted.

8. The maintenance, washing, waxing, or cleaning of vehicles in the parking structure or Common Areas is prohibited.

9. Tenant shall be responsible for seeing that all of its employees, agents, and invitees comply with the applicable parking rules, regulations, laws, and agreements.

10. Landlord reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.

11. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

12. Violation of any of the parking rules or regulations may result, without notice, in the towing of any of Tenant's vehicles (or vehicles of Tenant's employees, invitees, contractors, or visitors), the cost of which (including impound fees) shall be the sole responsibility of Tenant.

EXHIBIT "A-2"

EMPLOYEE PARKING RULES AND REGULATIONS

The purpose of these rules is to provide customers with the most convenient access to the various businesses at the Depot and to designate a parking area for employees within a reasonable distance from their Premises. "Employee" means any person employed full-time or part-time in any capacity by Tenant, and for purposes of this section also includes contractors and vendors engaged by Tenant. "Visitor" means a member of the public who is not included in the definition of Employee.

Employees shall park only in designated employee parking areas (spaces marked "Café"), and shall be prohibited from parking in any other area. Tenant shall advise its employees as to where they are allowed to park, and will ensure employees park only where allowed

I have read the foregoing, have a complete understanding of its importance, and hereby agree to all of the terms and conditions contained therein.

Tenant:

By:

Date

Attachment: 22-1002715 Greyhound Lease Final (8698 : Lease Agreement No. 22-1002715 with Greyhound Lines, Inc.)

EXHIBIT "B"
SITE PLAN

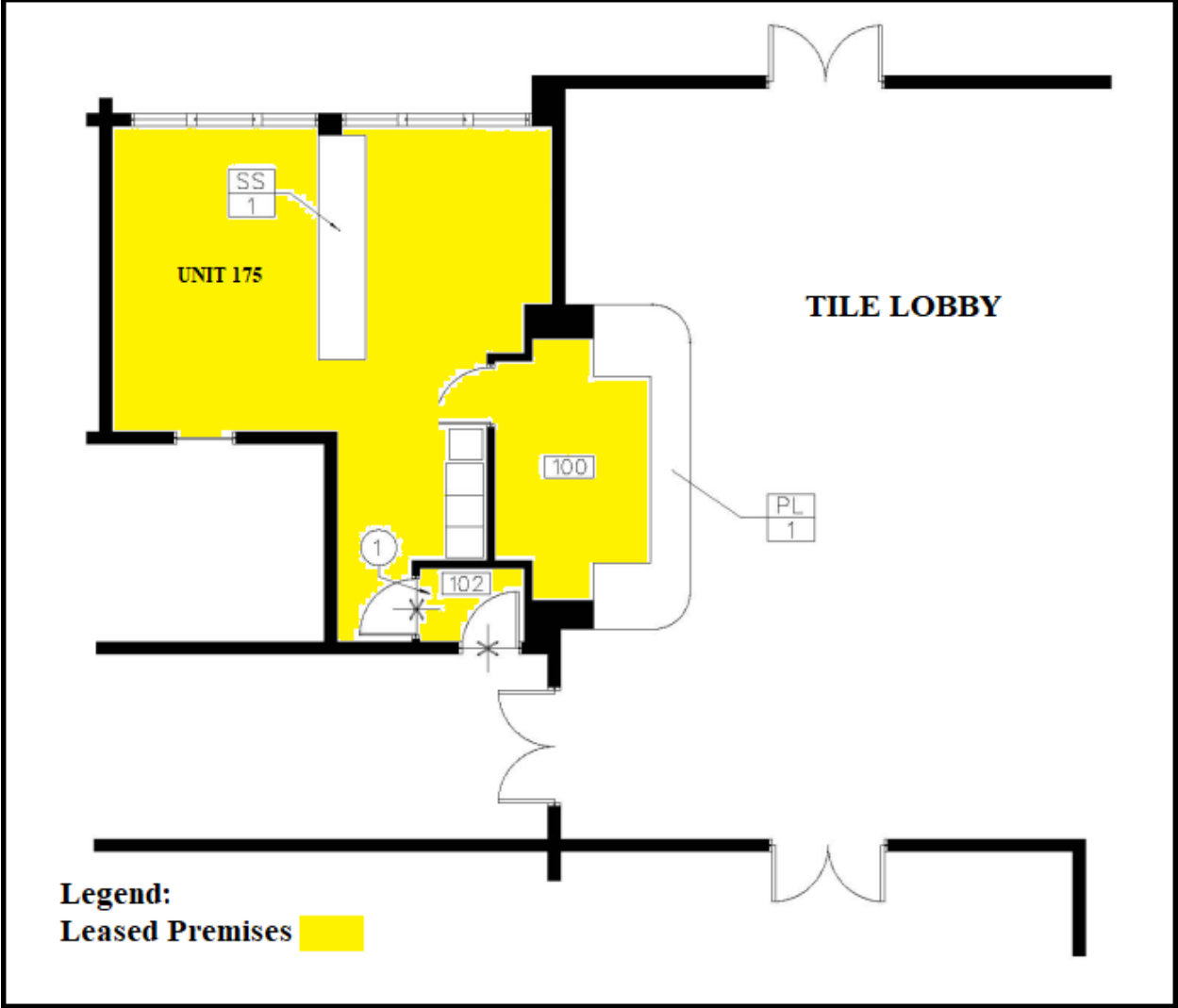


EXHIBIT "C"
Designated Bus Bay Zone

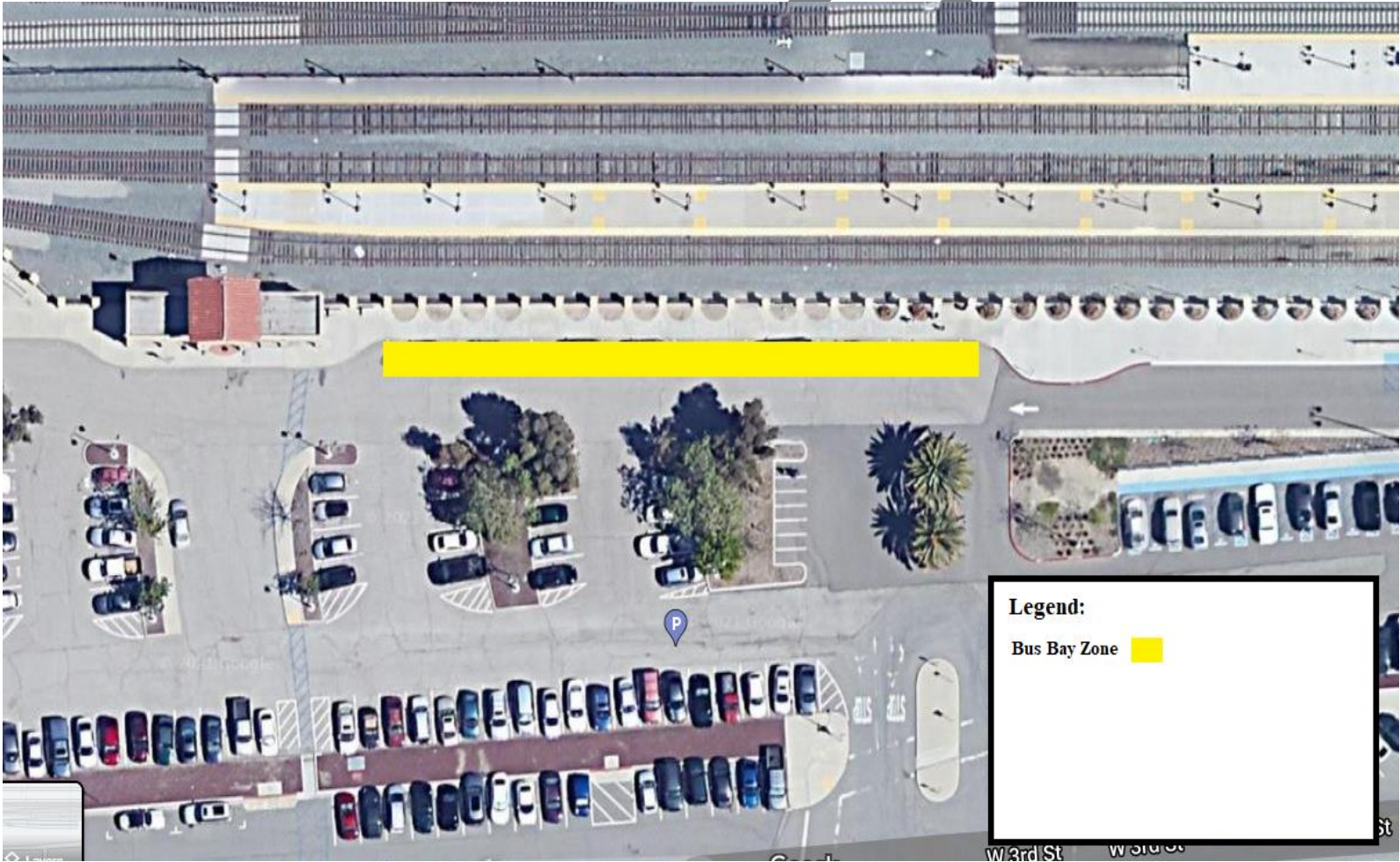


EXHIBIT "D"

Notice of Commencement of Lease

This Notice of Commencement of Lease is given this, DATE_, by San Bernardino County Transportation Authority ("Landlord"), to Greyhound Lines, Inc. ("Tenant"), both of whom agree as follows:

1. Landlord and Tenant have entered into a lease dated DATE (the "Lease"), in which Landlord leased to Tenant and Tenant leased from Landlord the premises described therein (the "Premises"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning given to them in the Lease.
2. Pursuant to the Lease, Landlord and Tenant agreed to, and do hereby confirm, the following matters of the commencement of the Term:
 - a. Month Day, Year, is the Commencement Date of the Term of the Lease; and
 - b. Month Day, Year, is the Expiration Date of the Term of the Lease.
3. Tenant confirms that:
 - a. It has accepted possession of the Premises;
 - b. The Tenant Improvements required to be furnished by the Landlord under the Lease have been completed;
 - c. The Tenant improvements required to be furnished by the Tenant under the lease have been completed;
 - d. Landlord has fulfilled all of its duties of an inducement nature; and
 - e. No modifications have been made to the lease after it was signed by the Landlord and Tenant.
4. This notice of Commencement of Lease is intended only to confirm the matters herein set forth and does not otherwise modify or supplement the Lease.
5. Unless written objection to the provisions hereof is received by Landlord within five (5) business days from the date hereof, the provisions of this Notice of Commencement of Lease shall be binding upon Tenant, its successors and assigns (subject to the restrictions on assignment and subleasing contained in the Lease), and inure to the benefit of Landlord, and its successors and assigns.

TENANT:
Greyhound Lines, Inc.

On Behalf of LANDLORD:
SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____

By: _____

Farhana Zabin
Senior Property Manager
City Commercial Management

Date: _____

Date: _____

Attachment: 22-1002715 Greyhound Lease Final (8698 : Lease Agreement No. 22-1002715 with Greyhound Lines, Inc.)

EXHIBIT "E"

PREVAILING WAGE REQUIREMENTS

- A. All or a portion of the Tenant Improvements in the Lease require the payment of prevailing wages and compliance with the following requirements. As used in this exhibit, the term “Contractor” shall include Tenant and Tenant’s contractor and/or subcontractors and the term “Tenant Improvements” shall include the improvements made by or on behalf of Tenant pursuant to the Lease.**

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the Tenant will obtain from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Tenant Improvements is to be performed. Copies of said rates are on file with the Tenant, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Tenant Improvements, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Tenant Improvements, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Tenant Improvements, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

Should the Contractor or any subcontractor pay less than the prevailing rates, as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Tenant Improvements, the Contractor or subcontractor shall forfeit up to two hundred dollars (\$200.00) to the Landlord for each calendar day or portion thereof, for each worker paid less than the prevailing rates, as determined by the California Labor Commissioner pursuant to Labor Code section 1775.. Pursuant to Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor or subcontractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <https://www.dir.ca.gov/dlse/debar.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the Landlord. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Tenant Improvements.

5. Payroll Records:

- a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Tenant Improvements. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Tenant Improvements performed by his or her employees. The payroll records shall be available for

inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
 - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the Landlord, the Division of Labor Standards Enforcement of the DIR;
 - iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Landlord or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the Landlord or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor, and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
 - iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the Landlord or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor performing a part of the Tenant Improvements shall not be marked or obliterated. The Contractor shall inform the Landlord of the location of payroll records, including the street address, city, and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the Landlord, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor upon the Tenant Improvements or upon any part of the Tenant Improvements, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the Landlord a penalty of twenty-five dollars (\$25.00) for each worker employed on the Tenant Improvements by the Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
 - i. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions

from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

- ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- iii. This project is subject to compliance monitoring and enforcement by the DIR.
- iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
- v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The Landlord reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
- vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

b. Labor Code section 1725.5 states the following:

“A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, “contractor” includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal,

provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

"(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or

subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered

subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor, or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Tenant Improvements shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Tenant Improvements. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice.*
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
 - i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.

- ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
- iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
 - i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
 - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
 - v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or

- iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety, or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
 - b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.
- 5. Contractor's Compliance:**
- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

DRAFT

Minute Action

AGENDA ITEM: 7

Date: August 10, 2022

Subject:

Revisions to Illness and Injury Prevention Program Policy No. 10104

Recommendation:

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

Approve revisions to Illness and Injury Prevention Program Policy No. 10104, as indicated in this report and the attached revised policy.

Background:

Policies and procedures are reviewed on a routine basis to help identify any regulatory or rule changes needed to ensure compliance and the effective operations of the agency. Staff is recommending approval of the following policy update.

San Bernardino County Transportation Authority (SBCTA) Policy No. 10104 - Illness and Injury Prevention (IIP) Program, is being updated to reflect changes in a new safety rule issued by the Division of Occupational Safety and Health (Cal/OSHA), effective January 1, 2021, and to change the responsible staff from the Director of Management Services to the Risk Manager.

In addition, the following substantive changes were made to the Policy:

Section III References – Added Procedure 10104-1, Heat Illness, Injury Prevention Plan. This procedure is required of employers with any employees who could in the course of their job be required to work outside for any period of time. SBCTA has staff who perform inspections on projects and in weather conditions which could reach levels that would require activation of this required procedure.

Section IV Responsibility – Revised IIP Program administrator from Director of Management Services to the Risk Manager to better align with SBCTA's attention to safety. Included clarification that this IIP Program Policy can be downloaded, printed and or emailed by all SBCTA personnel as required in Cal/OSHA rule changes that were effective January 1, 2021.

Section V Compliance – Minor changes for clarification of SBCTA's compliance with the Cal/OSHA rule change, which was effective January 1, 2021.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Steven Keller, Risk Manager

Entity: San Bernardino County Transportation Authority

General Policy Committee Agenda Item
August 10, 2022
Page 2

Approved
General Policy Committee
Date: August 10, 2022

Witnessed By:

San Bernardino County Transportation Authority	Policy	10104
Adopted by the Board of Directors August 7, 1991	Revised	12/11/187/6/22 8/109/7/2022
Illness and Injury Prevention (IIP) Program	Revision No.	34

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

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I. PURPOSE

Every California employer must establish, implement and maintain a written Injury and Illness Prevention (IIP) Program. A copy must be maintained at each worksite or at a central worksite if the employer has non-fixed worksites. The requirements for establishing, implementing and maintaining an effective written Injury and Illness Prevention Program are contained in Title 8 of the California Code of Regulations, Section [3203](#) (T8 CCR 3203) and consist of the following eight elements:

- Responsibility
- Compliance
- Communication
- Hazard Assessment
- Accident/Exposure Investigation
- Hazard Correction
- Training and Instruction
- Recordkeeping

II. POLICY

SBCTA will maintain an illness and injury prevention program conforming to the best practices appropriate to its needs, size, and functions. To be successful, such a program must embody proper attitudes toward injury and illness prevention on the part of supervisors and employees. It also requires cooperation in all safety and health matters, not only between supervisor and employee, but also between each employee and his/her co-workers. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved.

SBCTA has adopted the model program provided by Cal/OSHA for non-high hazard organizations, has posted the program on the SBCTA Intranet, and has implemented this program in good faith.

III. REFERENCES

Title 8 of the California Code of Regulations, Section [3203](#) (T8 CCR 3203)

Procedure 10104, General Workplace Health and Safety Practices

[Procedure 10104-1, Heat Illness, Injury Prevention Plan](#)

IV. RESPONSIBILITY

The Injury and Illness Prevention (IIP) Program administrator, the ~~Director of Management Services~~Risk Manager, has the authority and the responsibility for implementing and maintaining this IIP Program for SBCTA. Managers and supervisors are responsible for implementing and maintaining the IIP Program in their work areas and for answering employees' questions about the IIP Program. This policy is available on the SBCTA Intranet, where it can be downloaded, printed or emailed by all employees.- SBCTA will provide a paper copy, at the request of any employee or any employee's representative, -of the entire SBCTA IIPP within 5 business days, in a reasonable time, place and manner, at no cost to the employee. , upon request.

V. COMPLIANCE

All employees, including managers and supervisors, are responsible for complying with safe and healthful work practices. SBCTA's system of ensuring that all employees comply with these practices includes the following practices:

- Informing and training all employees of the provisions of the IIP Program.
- Ensuring that the IIPP is posted on the Intranet and that all employees have access and are aware how to access, print and email the IIPP any time they desire a copy.
- Evaluating the safety performance of all workers.
- Recognizing employees who perform safe and healthful work practices.
- Providing training to employees whose safety performance is deficient.
- Disciplining personnel for failure to comply with safe and ~~healthful~~healthy work practices.

VI. COMMUNICATION

Managers and supervisors are responsible for communicating with all employees about occupational safety and health in a form readily understandable by all employees. SBCTA's communication system encourages all employees to inform their managers and supervisors about workplace hazards without fear of reprisal.

This communication system includes the following items:

- New employee orientation including a discussion of safety and health policies and procedures.
- Review of the SBCTA IIP Program.
- Training programs.
- Regularly scheduled safety meetings.
- Posted or distributed safety information on the SBCTA Intranet.
- A system for employees to anonymously inform management about workplace hazards.
- Effective written communication of safety and health concerns between supervisors and employees.

VII. HAZARD ASSESSMENT

Periodic inspections to identify and evaluate workplace hazards shall be performed by a competent observer at SBCTA.

Periodic inspections are performed according to the following schedule:

1. Upon initial establishment of the SBCTA IIP Program;
2. When new substances, processes, procedures or equipment which present potential new hazards are introduced into the SBCTA workplace;
3. When new, previously unidentified hazards are recognized;

4. When occupational injuries and illnesses occur; and
5. Whenever workplace conditions warrant an inspection.

VIII. ACCIDENT/EXPOSURE INVESTIGATIONS

Procedures for investigating workplace accidents and hazardous substance exposures include:

1. Interviewing injured workers and witnesses;
2. Examining the workplace for factors associated with the accident/exposure;
3. Determining the cause of the accident/exposure;
4. Taking corrective action to prevent the accident/exposure from reoccurring; and
5. Recording the findings and actions taken.

IX. HAZARD CORRECTION

Unsafe or unhealthy work conditions, practices, or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

1. When observed or discovered; and
2. When an imminent hazard exists which cannot be immediately abated without endangering employees and/or property, SBCTA will remove all exposed workers from the area except those necessary to correct the existing condition. The appropriate agency/contractor will be called in to correct the hazardous condition. Workers necessary to correct the hazardous condition shall be provided with the necessary protection.

X. TRAINING AND INSTRUCTION

A. All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction is provided:

1. When the SBCTA IIP Program is first established;
2. To all new employees;
3. To all workers given new job assignments for which training has not previously provided;
4. Whenever new substances, processes, procedures or equipment are introduced to the SBCTA workplace and represent a new hazard;
5. Whenever the employer is made aware of a new or previously unrecognized hazard;
6. To supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed; and
7. To all employees with respect to hazards specific to each employee's job assignment.

B. General workplace safety and health practices include, but are not limited to, the following:

1. Implementation and maintenance of the IIP Program.
2. Emergency action and fire prevention plan.
3. Provisions for medical services and first aid including emergency procedures.
4. Prevention of musculoskeletal disorders, including proper lifting techniques.
5. Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
6. Prohibiting horseplay, scuffling, or other acts, which tend to adversely influence safety.
7. Proper storage to prevent stacking goods in an unstable manner and storing goods against doors, exits, fire extinguishing equipment and electrical panels.
8. Proper reporting of hazards and accidents to supervisors.

9. Hazard communication, including employee awareness of potential chemical hazards, and proper labeling of containers.
10. Proper storage and handling of toxic and hazardous substances including prohibiting eating or storing food and beverages in areas where they can become contaminated.

XI. RECORDKEEPING

SBCTA's recordkeeping policy falls into Cal OSHA's Category 3. SBCTA is a local governmental entity (county, city, district, or any public or quasi-public corporation or public agency) and is not required to keep written records of the steps taken to implement and maintain its IIP Program.

However, SBCTA will keep written records to implement and maintain its IIP Program by keeping:

1. OSHA Log of Work-Related Injuries and Illnesses, Summary of Work-Related Injuries and Illnesses, and Injuries and Illnesses Incident Reports.
2. Records of hazard assessment inspections.
3. Documentation of safety and health training for each worker.
4. Maintenance of inspection records and training documentation (by the IIP Program administrator or his/her designee).

XII. WORKER'S COMPENSATION

Following an occupational injury or illness, employees receive full salary in lieu of Workers' Compensation benefits and sick leave for the first authorized 40 hours off work. Thereafter, accumulated leave may be used to supplement temporary disability compensation amounts.

XIII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	08/07/91
1	Revised to simplify policy. Included Worker's Compensation policy adopted 8/7/91 into this policy as par. XII.	07/03/02
2	Revised to be consistent with SB1305. Changed approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
3	Para V: Revised Para VI: Revised Para VII: Revised Para IX: Revised	12/11/18
4	<u>Revised to bring into compliance CalOSHA's new safety rule that went into effect January 1, 2021, changed the Illness Injury Prevention (IIP) Program administrator, from the Director of Management Services to the Risk Manager, and added reference to the Heat Illness, Injury Prevention Plan procedure.</u>	<u>8/109/7//227/6/22</u>

San Bernardino County Transportation Authority	Policy	10104
Adopted by the Board of Directors August 7, 1991	Revised	9/7/2022
Illness and Injury Prevention (IIP) Program	Revision No.	4

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

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| Purpose | Policy | References | Responsibility | Compliance | Communication | Hazard Assessment | Accident/Exposure Investigation | Hazard Correction | Training and Instruction | Recordkeeping | Worker's Compensation | Revision History |

I. PURPOSE

Every California employer must establish, implement and maintain a written Injury and Illness Prevention (IIP) Program. A copy must be maintained at each worksite or at a central worksite if the employer has non-fixed worksites. The requirements for establishing, implementing and maintaining an effective written Injury and Illness Prevention Program are contained in Title 8 of the California Code of Regulations, Section [3203](#) (T8 CCR 3203) and consist of the following eight elements:

- Responsibility
- Compliance
- Communication
- Hazard Assessment
- Accident/Exposure Investigation
- Hazard Correction
- Training and Instruction
- Recordkeeping

II. POLICY

SBCTA will maintain an illness and injury prevention program conforming to the best practices appropriate to its needs, size, and functions. To be successful, such a program must embody proper attitudes toward injury and illness prevention on the part of supervisors and employees. It also requires cooperation in all safety and health matters, not only between supervisor and employee, but also between each employee and his/her co-workers. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved.

SBCTA has adopted the model program provided by Cal/OSHA for non-high hazard organizations, has posted the program on the SBCTA Intranet, and has implemented this program in good faith.

III. REFERENCES

Title 8 of the California Code of Regulations, Section [3203](#) (T8 CCR 3203)

Procedure 10104, General Workplace Health and Safety Practices

Procedure 10104-1, Heat Illness, Injury Prevention Plan

IV. RESPONSIBILITY

The Injury and Illness Prevention (IIP) Program administrator, the Risk Manager, has the authority and the responsibility for implementing and maintaining this IIP Program for SBCTA. Managers and supervisors are responsible for implementing and maintaining the IIP Program in their work areas and for answering employees' questions about the IIP Program. This policy is available on the SBCTA Intranet, where it can be downloaded, printed or emailed by all employees. SBCTA will provide a paper copy, at the request of any employee or any employee's representative, of the entire SBCTA IIPP within 5 business days, in a reasonable time, place and manner, at no cost to the employee.

V. COMPLIANCE

All employees, including managers and supervisors, are responsible for complying with safe and healthy work practices. SBCTA's system of ensuring that all employees comply with these practices includes the following practices:

- Informing and training all employees of the provisions of the IIP Program.
- Ensuring that the IIPP is posted on the Intranet and that all employees have access and are aware how to access, print and email the IIPP any time they desire a copy.
- Evaluating the safety performance of all workers.
- Recognizing employees who perform safe and healthy work practices.
- Providing training to employees whose safety performance is deficient.
- Disciplining personnel for failure to comply with safe and healthy work practices.

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Managers and supervisors are responsible for communicating with all employees about occupational safety and health in a form readily understandable by all employees. SBCTA's communication system encourages all employees to inform their managers and supervisors about workplace hazards without fear of reprisal.

This communication system includes the following items:

- New employee orientation including a discussion of safety and health policies and procedures.
- Review of the SBCTA IIP Program.
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Periodic inspections to identify and evaluate workplace hazards shall be performed by a competent observer at SBCTA.

Periodic inspections are performed according to the following schedule:

1. Upon initial establishment of the SBCTA IIP Program;
2. When new substances, processes, procedures or equipment which present potential new hazards are introduced into the SBCTA workplace;
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Unsafe or unhealthy work conditions, practices, or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

1. When observed or discovered; and
2. When an imminent hazard exists which cannot be immediately abated without endangering employees and/or property, SBCTA will remove all exposed workers from the area except those necessary to correct the existing condition. The appropriate agency/contractor will be called in to correct the hazardous condition. Workers necessary to correct the hazardous condition shall be provided with the necessary protection.

X. TRAINING AND INSTRUCTION

A. All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction is provided:

1. When the SBCTA IIP Program is first established;
2. To all new employees;
3. To all workers given new job assignments for which training has not previously provided;
4. Whenever new substances, processes, procedures or equipment are introduced to the SBCTA workplace and represent a new hazard;
5. Whenever the employer is made aware of a new or previously unrecognized hazard;
6. To supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed; and
7. To all employees with respect to hazards specific to each employee's job assignment.

B. General workplace safety and health practices include, but are not limited to, the following:

1. Implementation and maintenance of the IIP Program.
2. Emergency action and fire prevention plan.
3. Provisions for medical services and first aid including emergency procedures.
4. Prevention of musculoskeletal disorders, including proper lifting techniques.
5. Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
6. Prohibiting horseplay, scuffling, or other acts, which tend to adversely influence safety.
7. Proper storage to prevent stacking goods in an unstable manner and storing goods against doors, exits, fire extinguishing equipment and electrical panels.
8. Proper reporting of hazards and accidents to supervisors.

9. Hazard communication, including employee awareness of potential chemical hazards, and proper labeling of containers.
10. Proper storage and handling of toxic and hazardous substances including prohibiting eating or storing food and beverages in areas where they can become contaminated.

XI. RECORDKEEPING

SBCTA's recordkeeping policy falls into Cal OSHA's Category 3. SBCTA is a local governmental entity (county, city, district, or any public or quasi-public corporation or public agency) and is not required to keep written records of the steps taken to implement and maintain its IIP Program.

However, SBCTA will keep written records to implement and maintain its IIP Program by keeping:

1. OSHA Log of Work-Related Injuries and Illnesses, Summary of Work-Related Injuries and Illnesses, and Injuries and Illnesses Incident Reports.
2. Records of hazard assessment inspections.
3. Documentation of safety and health training for each worker.
4. Maintenance of inspection records and training documentation (by the IIP Program administrator or his/her designee).

XII. WORKER'S COMPENSATION

Following an occupational injury or illness, employees receive full salary in lieu of Workers' Compensation benefits and sick leave for the first authorized 40 hours off work. Thereafter, accumulated leave may be used to supplement temporary disability compensation amounts.

XIII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	08/07/91
1	Revised to simplify policy. Included Worker's Compensation policy adopted 8/7/91 into this policy as par. XII.	07/03/02
2	Revised to be consistent with SB1305. Changed approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
3	Para V: Revised Para VI: Revised Para VII: Revised Para IX: Revised	12/11/18
4	Revised to bring into compliance CalOSHA's new safety rule that went into effect January 1, 2021, changed the Illness Injury Prevention (IIP) Program administrator, from the Director of Management Services to the Risk Manager, and added reference to the Heat Illness, Injury Prevention Plan procedure.	9/7//22

Minute Action

AGENDA ITEM: 8

Date: August 10, 2022

Subject:

Revise Policy No. 10102 - Conflict of Interest Code

Recommendation:

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

- A. Revise Policy No. 10102 Conflict of Interest Code and amend Appendix A with updated employee job titles and disclosure categories, as outlined in the attachment.
- B. Direct the SBCTA Clerk of the Board to submit the Policy and Appendix A to the San Bernardino County Board of Supervisors for approval.

Background:

The Political Reform Act (Act) requires every local government agency that takes actions that foreseeably may materially affect economic interests to adopt a Conflict of Interest Code for its employees and officials. San Bernardino County Transportation Authority (SBCTA) has adopted a Conflict of Interest Code and it is set forth in SBCTA Policy No. 10102. The Conflict of Interest Code lists those employees or officers who are required to file a statement of economic interests (“designated employees”) and prescribes the types of interests which must be disclosed by such officials (“disclosure categories”).

In order to ensure the agency’s designated employees and disclosure categories are reflective of the current organization and ability to affect economic interests, the Act requires agencies to review their conflict of interest codes at least biennially. As the filing officer, the SBCTA Clerk of the Board coordinates the biennial review, which shall be completed by September 1st of every even-numbered year. Even though this was completed in February 2022, there were many staff and organizational changes that occurred after the fact. SBCTA staff has reviewed Policy No. 10102, Conflict of Interest Code, and recommends amendments to Appendix A, which lists designated positions which make or participate in the making of decisions which may foreseeably have a material effect on private financial interests. It is recommended that Appendix A be amended to reflect current job titles, including the title changes caused by the recent reorganizational changes. The amended Appendix A attached to this item reflects the most current titles for those positions covered under the Conflict of Interest Code.

The Act provides that where a multi-jurisdictional governmental agency is wholly within a county, the Board of Supervisors is the code reviewing body for that agency. Accordingly, after the SBCTA Board reviews SBCTA’s Conflict of Interest Code and amends Appendix A, it must be submitted to the San Bernardino County Board of Supervisors for their review.

Financial Impact:

This item has no financial impact on 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 has reviewed this item and the proposed policy revisions.

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

General Policy Committee Agenda Item
August 10, 2022
Page 2

Responsible Staff:

Marleana Roman, Clerk of the Board

Approved
General Policy Committee
Date: August 10, 2022

Witnessed By:

San Bernardino County Transportation Authority	Policy	10102
Adopted by the Board of Directors Sept. 2, 1992	Revised	<u>2/2/2022</u> <u>9/7/2022</u>
Conflict of Interest Code	Revision No.	14 <u>15</u>

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| [Purpose](#) | [Policy](#) | [Revision History](#) | [Appendix A](#) |

I. PURPOSE

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission adopted a regulation, Title 2 Calif. Code of Regulations (CCR) Section 18730, which contains terms of a standard conflict of interest code, which can be incorporated by reference into a local agency's conflict of interest code, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

II. POLICY

The terms of Title 2 CCR Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached [Appendix A](#) in which officials and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of SBCTA.

Designated employees shall file statements of economic interests with the Clerk of the Board who will make the statements available for public inspection and reproduction (Government Code Section 81008). Statements for all designated employees will be retained by the Clerk of the Board.

SBCTA will review this policy every even-numbered year, and if change in the policy is required, will revise the policy. SBCTA will file a statement of review with the San Bernardino County Board of Supervisors, SBCTA's code reviewing body, every even-numbered year.

III. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Amended Conflict of Interest Code for SANBAG approved.	09/02/92
1	Modifications to Appendix A and Appendix B approved.	02/05/97
2	Amendment to Appendix A approved by SANBAG Board of Directors.	04/05/00
3	Appendix A: Removed Advanced Transportation Development Manager	01/10/07
4	Par. I: Added paragraph heading PURPOSE. Par. II: Added paragraph heading POLICY; amended the first paragraph and added two new paragraphs that replace the existing text. Appendix A: Added Construction Manager, Contracts/Controls Manager, and Project Delivery Manager; changed category designation for Board of Directors (City designees, Executive Director, and Chief Financial Officer from Category 2 to Category 1; added clarification that Form 700s filed by the Board of Directors (County designees) are filed with the Clerk of the Board of Supervisors, not SANBAG; and revised the descriptions for Category 1 and Category 2.	06/03/09
5	Appendix A: Added Director of Programming, Chief of Planning, Chief of Programming, Chief of Transit & Rail Programs, Human Resources & Information Services Administrator, and Procurement/Risk Management/Contracts Administrator. Changed the following titles: Director of Freeway Construction to Director of Project Delivery, Director on Intergovernmental & Legislative Affairs to Director of Legislative Affairs, Director of Planning/Programming to Director of Planning, and Director of Air Quality/Mobility Programs to Chief of Air Quality/Mobility Programs. Removed the Contracts/Controls Manager.	06/30/12
6	Appendix A: Added General Counsel – missed in Rev. 5. Corrected titles for Director and Chief of Fund Administration and Programming.	08/06/12
7	Amended Purpose, Policy, and Appendix A per BOD 12/3/14 (Agenda item 10)	12/03/14

8	Amended Purpose, Policy, and Appendix A per BOD 1/6/16 (Agenda item 7)	01/06/16
9	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
10	Amendment to Appendix A approved by SBCTA Board of Directors 7/11/18 (Agenda item 5)	07/11/18
11	Appendix A: Revised category for Chief of Fiscal Resources and added Corridor Manager. Approved by the Board on June 5, 2019, Agenda Item 24.	06/05/19
12	Amendment to Appendix A approved by SBCTA Board of Directors 6/3/2020	6/3/2020
13	Appendix A: Revised footnote regarding when consultants are required to file Form 700. Approved by the Board on March 3, 2021, Agenda Item 38.	03/03/21
14	Appendix A: Revised job titles and provision defining which consultants are required to file a Form 700	02/02/2022
<u>15</u>	<u>Appendix A: Updates to job titles</u>	<u>09/07/2022</u>

Attachment: Updated Policy10102 - tracked (8545 : Revise Policy No. 10102 - Conflict of Interest Code)

Conflict of Interest Code – Designated Employees	Policy	10102 Appendix A
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	Designated Employees	Categories
1.	Accounting Manager	1
2.	Accounting Supervisor	2
3.	Assistant General Counsel	2
4.	Board of Directors (County designees)*	1
5.	Board of Directors (City designees)	1
6.	Board of Directors Alternates (City designees)	1
7.	Board of Directors Ex Officio Alternate Member	1
8.	Board of Directors Ex Officio Member	1
9.	Chief Financial Officer	1
10.	Chief of Air Quality/Mobility Programs	2
11.	Chief of Fiscal Resources	1
12.	Chief of Fund Administration	2
13.	Chief of Information Technology	2
13-14	Chief of Legislative and Public Affairs	2
14.	Chief of Management Services	2
18.	Chief of Planning	2
22-15	Chief of Project Controls	2
16.	Chief of Toll Operations	2
23-17	Clerk of the Board/Administrative Supervisor	2
24-18	Construction Manager	2
25-19	Consultant **	2
26-20	Corridor Manager	2
27-21	Council of Governments and Equity Programs Manager	2
22.	Deputy Director of Planning	1
28-23	Deputy Director of Transit and Rail Programs – Capital Delivery	1
29-24	Deputy Executive Director	1
30-25	Director of Fund Administration	1
31-26	Director of Legislative and Public Affairs	1
27.	Director of Management Services	1
32-28	Director of Planning and Regional Programs	1
33-29	Director of Project Delivery	1
34.	Director of Project Delivery and Toll Operations	4
38-30	Director of Special Projects and Strategic Initiatives	1
39-31	Director of Toll Operations	1
40-32	Director of Transit/Rail Programs	1
33.	Energy Project Manager	2
41-34	Executive Director	1
42-35	General Counsel	1
36.	Legislative Analyst	1
43-37	Multimodal Mobility Programs Administrator	2

44.38	Procurement Analyst	2
39.	Procurement Manager	2
45.40	Project Controls Analyst (I, II and III)	2
46.41	Project Controls Manager	2
47.42	Project Delivery Manager	2
48.43	Right of Way Manager	1
49.44	Right of Way Specialist	1
50.45	Risk Manager	2
51.46	Senior Planner	2
52.	Toll Operations Administrator	2
56.47	Toll Financial Supervisor	1
57.48	Transit Manager	2

** Consultants will be required to file a Form 700 under the following circumstances, as determined by the Department Director:

(1) They serve in a staff capacity with SBCTA or SANBAG and either:

- Perform the same or substantially the same duties that would otherwise be performed by a staff member holding a position listed in this Policy; or
- Participate in making a government decision. A consultant participates in making a government decision if it provides information, an opinion or recommendation for the purpose of affecting a government decision without significant intervening substantive review.

Consultants assigned to a specific project only are not required to file a Form 700.

(2) The consultant's scope of work includes the ability to do any of the following:

- Approve a rate, rule, or regulation;
- Adopt or enforce a law;
- Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
- Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
- Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
- Grant agency approval to a plan, design, report, study, or similar item;
- Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof.

***Form 700s filed by the Board of Directors (County designees) are filed with the Clerk of the County Board of Supervisors. A copy of this form must be filed with SBCTA.**

Disclosure Categories

CATEGORY I

Designated employees in this category shall disclose all sources of income, interests in real property, investments and business positions in business entities. Designated employees in this category shall complete all schedules of Form 700, if applicable.

CATEGORY 2

Designated employees in this category shall disclose sources of income, investments, and business positions in business entities which provide services, supplies, materials, machinery or equipment of the type purchased or utilized by the department in which the designated employee is employed. Designated employees in this category shall complete all schedules of Form 700 except schedule B, if applicable.

San Bernardino County Transportation Authority	Policy	10102
Adopted by the Board of Directors Sept. 2, 1992	Revised	9/7/2022
Conflict of Interest Code	Revision No.	15

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I. PURPOSE

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission adopted a regulation, Title 2 Calif. Code of Regulations (CCR) Section 18730, which contains terms of a standard conflict of interest code, which can be incorporated by reference into a local agency's conflict of interest code, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

II. POLICY

The terms of Title 2 CCR Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached [Appendix A](#) in which officials and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of SBCTA.

Designated employees shall file statements of economic interests with the Clerk of the Board who will make the statements available for public inspection and reproduction (Government Code Section 81008). Statements for all designated employees will be retained by the Clerk of the Board.

SBCTA will review this policy every even-numbered year, and if change in the policy is required, will revise the policy. SBCTA will file a statement of review with the San Bernardino County Board of Supervisors, SBCTA's code reviewing body, every even-numbered year.

III. REVISION HISTORY

Revision No.	Revisions	Adopted
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1	Modifications to Appendix A and Appendix B approved.	02/05/97
2	Amendment to Appendix A approved by SANBAG Board of Directors.	04/05/00
3	Appendix A: Removed Advanced Transportation Development Manager	01/10/07
4	Par. I: Added paragraph heading PURPOSE. Par. II: Added paragraph heading POLICY; amended the first paragraph and added two new paragraphs that replace the existing text. Appendix A: Added Construction Manager, Contracts/Controls Manager, and Project Delivery Manager; changed category designation for Board of Directors (City designees, Executive Director, and Chief Financial Officer from Category 2 to Category 1; added clarification that Form 700s filed by the Board of Directors (County designees) are filed with the Clerk of the Board of Supervisors, not SANBAG; and revised the descriptions for Category 1 and Category 2.	06/03/09
5	Appendix A: Added Director of Programming, Chief of Planning, Chief of Programming, Chief of Transit & Rail Programs, Human Resources & Information Services Administrator, and Procurement/Risk Management/Contracts Administrator. Changed the following titles: Director of Freeway Construction to Director of Project Delivery, Director on Intergovernmental & Legislative Affairs to Director of Legislative Affairs, Director of Planning/Programming to Director of Planning, and Director of Air Quality/Mobility Programs to Chief of Air Quality/Mobility Programs. Removed the Contracts/Controls Manager.	06/30/12
6	Appendix A: Added General Counsel – missed in Rev. 5. Corrected titles for Director and Chief of Fund Administration and Programming.	08/06/12
7	Amended Purpose, Policy, and Appendix A per BOD 12/3/14 (Agenda item 10)	12/03/14
8	Amended Purpose, Policy, and Appendix A per BOD 1/6/16 (Agenda item 7)	01/06/16

9	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
10	Amendment to Appendix A approved by SBCTA Board of Directors 7/11/18 (Agenda item 5)	07/11/18
11	Appendix A: Revised category for Chief of Fiscal Resources and added Corridor Manager. Approved by the Board on June 5, 2019, Agenda Item 24.	06/05/19
12	Amendment to Appendix A approved by SBCTA Board of Directors 6/3/2020	6/3/2020
13	Appendix A: Revised footnote regarding when consultants are required to file Form 700. Approved by the Board on March 3, 2021, Agenda Item 38.	03/03/21
14	Appendix A: Revised job titles and provision defining which consultants are required to file a Form 700	02/02/2022
15	Appendix A: Updates to job titles	09/07/2022

Conflict of Interest Code – Designated Employees	Policy	10102 Appendix A
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	Designated Employees	Categories
1.	Accounting Manager	1
2.	Accounting Supervisor	2
3.	Assistant General Counsel	2
4.	Board of Directors (County designees)*	1
5.	Board of Directors (City designees)	1
6.	Board of Directors Alternates (City designees)	1
7.	Board of Directors Ex Officio Alternate Member	1
8.	Board of Directors Ex Officio Member	1
9.	Chief Financial Officer	1
10.	Chief of Air Quality/Mobility Programs	2
11.	Chief of Fiscal Resources	1
12.	Chief of Fund Administration	2
13.	Chief of Information Technology	2
14.	Chief of Legislative and Public Affairs	2
15.	Chief of Project Controls	2
16.	Chief of Toll Operations	2
17.	Clerk of the Board/Administrative Supervisor	2
18.	Construction Manager	2
19.	Consultant **	2
20.	Corridor Manager	2
21.	Council of Governments and Equity Programs Manager	2
22.	Deputy Director of Planning	1
23.	Deputy Director of Transit and Rail Programs – Capital Delivery	1
24.	Deputy Executive Director	1
25.	Director of Fund Administration	1
26.	Director of Legislative and Public Affairs	1
27.	Director of Management Services	1
28.	Director of Planning and Regional Programs	1
29.	Director of Project Delivery	1
30.	Director of Special Projects and Strategic Initiatives	1
31.	Director of Toll Operations	1
32.	Director of Transit/Rail Programs	1
33.	Energy Project Manager	2
34.	Executive Director	1
35.	General Counsel	1
36.	Legislative Analyst	1
37.	Multimodal Mobility Programs Administrator	2
38.	Procurement Analyst	2
39.	Procurement Manager	2
40.	Project Controls Analyst (I, II and III)	2

41.	Project Controls Manager	2
42.	Project Delivery Manager	2
43.	Right of Way Manager	1
44.	Right of Way Specialist	1
45.	Risk Manager	2
46.	Senior Planner	2
47.	Toll Financial Supervisor	1
48.	Transit Manager	2

**** Consultants will be required to file a Form 700 under the following circumstances, as determined by the Department Director:**

(1) They serve in a staff capacity with SBCTA or SANBAG and either:

- Perform the same or substantially the same duties that would otherwise be performed by a staff member holding a position listed in this Policy; or
- Participate in making a government decision. A consultant participates in making a government decision if it provides information, an opinion or recommendation for the purpose of affecting a government decision without significant intervening substantive review.

Consultants assigned to a specific project only are not required to file a Form 700.

(2) The consultant's scope of work includes the ability to do any of the following:

- Approve a rate, rule, or regulation;
- Adopt or enforce a law;
- Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
- Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
- Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
- Grant agency approval to a plan, design, report, study, or similar item;
- Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof.

***Form 700s filed by the Board of Directors (County designees) are filed with the Clerk of the County Board of Supervisors. A copy of this form must be filed with SBCTA.**

Disclosure Categories

CATEGORY I

Designated employees in this category shall disclose all sources of income, interests in real property, investments and business positions in business entities. Designated employees in this category shall complete all schedules of Form 700, if applicable.

CATEGORY 2

Designated employees in this category shall disclose sources of income, investments, and business positions in business entities which provide services, supplies, materials, machinery or equipment of the type purchased or utilized by the department in which the designated employee is employed. Designated employees in this category shall complete all schedules of Form 700 except schedule B, if applicable.

Minute Action

AGENDA ITEM: 9

Date: August 10, 2022

Subject:

Amend On-Call Planning Bench Contracts

Recommendation:

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

A. Approve a total not-to-exceed amount of \$2,126,390 for On-Call Planning Bench contracts, identified in Recommendations B through G, to be funded on a fiscal year basis based on specific on-call needs, increasing the total combined allocation to these contracts to \$5,540,390.00.

B. Approve Amendment No. 2 to Contract No. 19-1002103 with Alta Planning + Design, Inc., exercising the second one-year extension to extend the termination date to June 30, 2024; adding Southern California Association of Governments (SCAG) as an additional insured and indemnitee; and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

C. Approve Amendment No. 3 to Contract No. 19-1002185 with Michael Baker International, Inc., exercising the second one-year extension to extend the termination date to June 30, 2024, and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

D. Approve Amendment No. 3 to Contract No. 19-1002186 with Fehr & Peers, exercising the second one-year extension to extend the termination date to June 30, 2024, and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

E. Approve Amendment No. 2 to Contract No. 19-1002187 with Cambridge Systematics, Inc., exercising the second one-year extension to extend the termination date to June 30, 2024; adding Southern California Association of Governments (SCAG) as an additional insured and indemnitee; and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

F. Approve Amendment No. 2 to Contract No. 19-1002188 with HDR Engineering, Inc., exercising the second one-year extension to extend the termination date to June 30, 2024; adding Southern California Association of Governments (SCAG) as an additional insured and indemnitee; and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

G. Approve Amendment No. 3 to Contract No. 19-1002189 with Dudek, exercising the second one-year extension to extend the termination date to June 30, 2024, and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

Background:

The Planning Department is involved in various programs that carry out the continuing responsibilities of San Bernardino County Transportation Authority (SBCTA) to prepare key

Entity: San Bernardino County Transportation Authority

planning documents that provide the framework for transportation and sustainability program delivery. As the Planning Department carries out its work plans and programs, the department often requires transportation, sustainability and land use planning consultant support, as well as consultant support for San Bernardino Associated Governments (SBCOG) efforts.

On July 3, 2019, the Board of Directors approved the award of seven On-Call Planning Bench contracts, totaling \$1,195,000, to aid completion of various planning department programs. The following six (6) contracts were executed (agreement as to terms could not be reached with the seventh firm).

- Contract No. 19-1002103 to Alta Planning + Design, Inc.
- Contract No. 19-1002185 to Michael Baker International, Inc.
- Contract No. 19-1002186 to Fehr & Peers
- Contract No. 19-1002187 to Cambridge Systematics, Inc.
- Contract No. 19-1002188 to HDR Engineering, Inc.
- Contract No. 19-1002189 to Dudek

On October 7, 2020, the SBCOG Board of Directors approved the Regional Early Action Planning (REAP) Grant Work Plan and authorized staff to submit the Work Plan to Southern California Association of Governments (SCAG) to receive \$2,437,000 in sub-regional allocation funding, which was used to amend the On-Call Planning Bench contracts. Work associated with the REAP program was competitively procured and awarded to firms on the On-Call Planning Bench. The contracts were also amended to exercise the first of two (2) one-year option terms, extending the expiration date of each contract to June 30, 2023.

The following is a summary of the original contract and previous amendments:

1. Contract No. 19-1002103 - Alta Planning + Design, Inc.
 - a) July 3, 2019 – Approved a total not-to-exceed contract amount of \$1,195,000 for a period of performance through June 30, 2022.
 - b) October 7, 2020 – Amendment No. 1 approved to increase the contract amount by \$2,219,000, with a total not-to-exceed amount of \$3,414,000, and to extend the period of performance through June 30, 2023.
2. Contract No. 19-1002185 - Michael Baker International, Inc.
 - a) July 3, 2019 – Approved a total not-to-exceed contract amount of \$1,195,000 for a period of performance through June 30, 2022.
 - b) October 7, 2020 – Amendment No. 1 approved to increase the contract amount by \$2,219,000, with a total not-to-exceed amount of \$3,414,000, and to extend the period of performance through June 30, 2023.
 - c) July 30, 2021 – Amendment No. 2 approved to add Southern California Association of Governments as an additional insured and indemnitee on the REAP program.
3. Contract No. 19-1002186 - Fehr & Peers
 - a) July 3, 2019 – Approved a total not-to-exceed contract amount of \$1,195,000 for a period of performance through June 30, 2022.

- b) October 7, 2020 – Amendment No. 1 approved to increase the contract amount by \$2,219,000, with a total not-to-exceed amount of \$3,414,000, and to extend the period of performance through June 30, 2023.
 - c) July 30, 2021 - Amendment No. 2 approved to add Southern California Association of Governments as an additional insured and indemnitee on the REAP program.
- 4. Contract No. 19-1002187 - Cambridge Systematics, Inc.
 - a) July 3, 2019 – Approved a total not-to-exceed contract amount of \$1,195,000 for a period of performance through June 30, 2022.
 - b) October 7, 2020 - Amendment No. 1 approved to increase the contract amount by \$2,219,000, with a total not-to-exceed amount of \$3,414,000, and to extend the period of performance through June 30, 2023.
- 5. Contract No. 19-1002188 - HDR Engineering, Inc.
 - a) July 3, 2019 - Approved a total not-to-exceed contract amount of \$1,195,000 for a period of performance through June 30, 2022.
 - b) October 7, 2020 - Amendment No. 1 approved to increase the contract amount by \$2,219,000, with a total not-to-exceed amount of \$3,414,000, and to extend the period of performance through June 30, 2023.
- 6. Contract No. 19-1002189 – Dudek
 - a) July 3, 2019 - Approved a total not-to-exceed contract amount of \$1,195,000 for a period of performance through June 30, 2022.
 - b) October 7, 2020 - Amendment No. 1 approved to increase the contract amount by \$2,219,000, with a total not-to-exceed amount of \$3,414,000, and to extend the period of performance through June 30, 2023.
 - c) July 30, 2021 - Amendment No. 2 approved to add Southern California Association of Governments as an additional insured and indemnitee on the REAP program.

On April 5, 2021, SBCOG entered into Agreement No. 21-1002497 with SCAG, for funding for REAP Grant Program Implementation. Before the contract was executed, SCAG Regional Council approved a slightly different Regional Housing Needs Allocation (RHNA) total for San Bernardino County following the approval of two appeals. Although this did not substantially change the overall funding distribution, it did increase the funds allocated to SBCOG by \$4,324, bringing the contract total to \$2,441,324.

Recently, SCAG has determined that the sub-recipients under the Sub-regional Partnership Program are eligible for an additional five percent (5%) funding, as calculated based on their RHNA under the Sub-regional Partnership Program. The additional amount of 5% allocated increased the receivable amount by \$122,066, for a total receivable amount of \$2,563,390. On May 4, 2022, the SBCTA Board of Directors approved Amendment No. 1 to Agreement No. 21-1002497 with SCAG, amending invoicing requirements and increasing the receivable amount by \$122,066, for a total receivable amount of \$2,563,390.

To exercise the additional \$126,390 (\$122,066 + \$4,324) in REAP funds, staff recommends amending the contracts to extend contract completion to June 30, 2024, and to increase the combined contract capacity of the On-Call Bench contracts by \$2,126,390 to cover the scope of

General Policy Committee Agenda Item

August 10, 2022

Page 4

work for the two option years. REAP funding is currently included in the Fiscal Year 2022/2023 budget and is anticipated to be included in the Fiscal Year 2023/2024 budget under Subregional Planning. The increase in the contract capacity will support efforts to efficiently access possible formula funding under the REAP 2.0 Sub-Regional Partnership (SRP) Program. Although the contract capacity increase of \$2,126,390 will be added to each of the six contracts, bringing the total capacity to \$5,540,390, the combined total contract expenditure for all CTOs will not exceed the \$5,540,390.

Staff is recommending approval to increase the combined contract amount for the six bench contracts by \$2,126,390 for a total not-to-exceed amount of \$5,540,390, as well as extend the contract term through June 30, 2024. In addition, in order to utilize the services of all six bench vendors on REAP activities, the contract amendments for Contract No. 19-1002103 with Alta Planning + Design, Contract No. 19-1002188 with Cambridge Systematics, Inc., and Contract No. 19-1002189 with HDR Engineering, Inc., incorporate insurance language changes required by SCAG that were previously incorporated via amendment to the other three bench contracts.

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, Procurement Manager and Risk Manager have reviewed this item and the draft amendments.

Responsible Staff:

Josh Lee, Deputy Director of Planning

Approved
General Policy Committee
Date: August 10, 2022

Witnessed By:

Contract Summary Sheet

9.a

General Contract Information

Contract No: 19-1002103 Amendment No.: 2

Contract Class: Payable Department: Planning

Vendor No.: 03506 Vendor Name: Alta Planning + Design, Inc.

Description: SBCTA/SBCOG Planning On-Call Services

List Any Related Contract Nos.: 19-1002185, 19-1002186, 19-1002187, 19-1002188, 19-1002189

Dollar Amount							
Original Contract		\$	155,000.00	Original Contingency		\$	-
Prior Amendments		\$	119,833.00	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	354,398.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	629,231.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	629,231.00

Contract Authorization

Board of Directors Date: 9/7/2022 Committee Item #

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

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

Accounts Payable

Estimated Start Date: 7/10/2019 Expiration Date: 6/30/2023 Revised Expiration Date: 6/30/2024

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

							Total Contract Funding:		Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$		\$
GL: 1035	20	0404	0000	52005	41200000			\$ 629,231.00		\$ -
GL: 6010	20	0404	0000	52005	42905001			155,000.00		-
GL: 6001	20	0404	0000	52005	42905004			119,833.00		-
GL:								354,398.00		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-

Josh Lee

Project Manager (Print Name)

Steve Smith

Task Manager (Print Name)

Additional Notes:

The CSS is reflective of awarded CTOs. Amendment is to increase the capacity for the 6 on-call planning contracts. The awarded amount will be determined at the time of CTO allocations.

Attachment: CSS 2013 pdf (8525 : Amend On-Call Planning Contracts)

AMENDMENT NO. 2 TO CONTRACT 19-1002103

FOR

ON-CALL PLANNING SERVICES

(ALTA PLANNING + DESIGN, INC.)

This Amendment No. 2 to Contract No. 19-1002103 is made by and between the San Bernardino Transportation Authority ("SBCTA") and Alta Planning + Design, Inc. ("CONSULTANT"), each of which may be referred to individually as "PARTY" and collectively as "PARTIES."

RECITALS:

- A. PARTIES entered into Contract No. 19-1002103 on July 10, 2019 ("CONTRACT") for the purpose of providing On-Call Planning Services; and
- B. PARTIES entered into Amendment No. 1 to CONTRACT, extending the period of performance through June 30, 2023, and increasing the Not-To-Exceed amount by \$2,219,000, for the purpose of providing On-Call Planning Services for the Regional Early Action Program ("REAP"); and
- C. SBCTA and CONSULTANT desire to extend the Period of Performance through June 30, 2024 and increase the Not-To-Exceed amount by \$2,126,390; and
- D. Pursuant to San Bernardino Associated Governments ("SBCOG") Contract No. 21-1002497 with Southern California Association of Governments ("SCAG"), the REAP Grant Agreement, consultants providing REAP services are required to provide insurance coverage to and indemnification of SCAG.

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

- 1. SBCTA exercises its option in Article 2, Contract Term, extending the contract term through June 30, 2024.
- 2. The Not-To-Exceed Amount in Section 3.2 shall be Five Million, Five Hundred Forty Thousand, Three Hundred Ninety Dollars (\$5,540,390).
- 3. Section 21.2.2 Additional Insurance Coverage, is deleted in its entirety and replaced with the following:

"21.2.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, to name San Bernardino County Transportation Authority, Southern California Association of Governments, and their

officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for the Additional Insureds to vicarious liability, but shall allow coverage for the Additional Insureds to the full extent provided by the policy."

4. Section 22.2 of Article 22. Indemnity, is deleted in its entirety and replaced with the following:

"22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by Indemnitees) and hold harmless SBCTA, SCAG, and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability ("Claims") arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person for whom CONSULTANT is legally liable and for any costs or expenses incurred by SBCTA or SCAG on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees."

5. CONSULTANT's obligations under Articles 21 and 22 extend to SCAG only for services related to the Regional Early Action Program (REAP).
6. Except as amended by this Amendment No. 2, all other provisions of the Agreement, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.
7. This Amendment No. 2 is effective upon execution by SBCTA.

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

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

ALTA PLANNING + DESIGN, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Greg Maher
Vice President

By: _____
Art Bishop
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

Attachment: 19-1002103-2 [Revision 1] (8525 : Amend On-Call Planning Contracts)

Contract Summary Sheet

9.c

General Contract Information

Contract No: 19-1002185 Amendment No.: 3

Contract Class: Payable Department: Planning

Vendor No.: 03168 Vendor Name: Michael Baker International, Inc. (MBI)

Description: SBCTA/SBCOG Planning On-Call Services

List Any Related Contract Nos.: 19-1002103, 19-1002186, 19-1002187, 19-1002188, 19-1002189

Dollar Amount							
Original Contract		\$	370,000.00	Original Contingency		\$	-
Prior Amendments		\$	969,834.00	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	354,400.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,694,234.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	1,694,234.00

Contract Authorization

Board of Directors Date: 9/7/2022 Committee Item #

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

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

Accounts Payable

Estimated Start Date: 7/10/2019 Expiration Date 6/30/2023 Revised Expiration Date: 6/30/2024

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

							Total Contract Funding:		Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level Revenue Code Name	\$		\$	
GL: 1035	20	0404	0000	52005	41200000		\$	1,694,234.00	\$	-
GL: 2910	01	0501	0000	52005	48007000			170,000.00		-
GL: 6010	20	0404	0000	52005	42905001			200,000.00		-
GL: 6001	20	0404	0000	52005	42905004			969,834.00		-
GL:								354,400.00		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-

Josh Lee

Project Manager (Print Name)

Steve Smith

Task Manager (Print Name)

Additional Notes:

The CSS is reflective of awarded CTOs. Amendment is to increase the capacity for the 6 on-call planning contracts. The awarded amount will be determined at the time of CTO allocations.

Attachment: CSS 2185 pdf (8525 : Amend On-Call Planning Contracts)

AMENDMENT NO. 3 TO CONTRACT 19-1002185

FOR

ON-CALL PLANNING SERVICES

(MICHAEL BAKER INTERNATIONAL, INC.)

This Amendment No. 3 to Contract 19-1002185 is made by and between the San Bernardino Transportation Authority ("SBCTA") and Michael Baker International, Inc. ("CONSULTANT"), each of which may be individually referred to as "PARTY" and collectively as "PARTIES."

RECITALS:

- A. PARTIES entered into Contract No. 19-1002185 on July 16, 2019 ("CONTRACT") for the purpose of providing On-Call Planning Services; and
- B. PARTIES entered into Amendment No. 1 to CONTRACT, extending the period of performance through June 30, 2023, and increasing the Not-To-Exceed amount by \$2,219,000, for the purpose of providing On-Call Planning Services for the Regional Early Action Program ("REAP"); and
- C. PARTIES entered into Amendment No. 2 to CONTRACT to require CONSULTANT to provide insurance coverage and indemnification for Southern California Association of Governments ("SCAG") for services performed by CONSULTANT related to SCAG's REAP Grant to San Bernardino Associated Governments; and
- D. SBCTA and CONSULTANT desire to extend the Period of Performance through June 30, 2024, and increase the Not-To-Exceed amount by \$2,126,390.

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

- 1. SBCTA exercises its option in Article 2, Contract Term, extending the contract term through June 30, 2024.
- 2. The Not-To-Exceed Amount in Section 3.2 shall be Five Million, Five Hundred Forty Thousand, Three Hundred Ninety Dollars (\$5,540,390).
- 3. Except as amended by this Amendment No. 3, all other provisions of the Agreement, as previously amended, 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.

Attachment: 19-1002185-3 [Revision 1] (8525 : Amend On-Call Planning Contracts)

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

**MICHAEL BAKER INTERNATIONAL, INC. SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Tanya Bilezikjian
Vice President & Office Executive

By: _____
Art Bishop
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

Attachment: 19-1002185-3 [Revision 1] (8525 : Amend On-Call Planning Contracts)

Contract Summary Sheet

9.e

General Contract Information

Contract No: 19-1002186 Amendment No.: 3

Contract Class: Payable Department: Planning

Vendor No.: 03005 Vendor Name: Fehr & Peers

Description: SBCTA/SBCOG Planning On-Call Services

List Any Related Contract Nos.: 19-1002103, 19-1002185, 19-1002187, 19-1002188, 19-1002189

Dollar Amount							
Original Contract		\$	320,000.00	Original Contingency		\$	-
Prior Amendments		\$	719,834.00	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	354,398.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,394,232.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	1,394,232.00

Contract Authorization

Board of Directors Date: 9/7/2022 Committee Item #

Contract Management (Internal Purposes Only)

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

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

Accounts Payable

Estimated Start Date: 7/10/2019 Expiration Date: 6/30/2023 Revised Expiration Date: 6/30/2024

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

							Total Contract Funding:		Total Contingency:	
							\$	1,394,232.00	\$	-
GL: 1035	20	0404	0000	52005	41200000			75,000.00		-
GL: 2910	01	0501	0000	52005	48007000			245,000.00		-
GL: 6010	20	0404	0000	52005	42905001			719,834.00		-
GL: 6001	20	0404	0000	52005	42905004			291,202.00		-
GL: 4180	20	0404	0000	52005	41100000			63,196.00		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-

Josh Lee

Project Manager (Print Name)

Steve Smith

Task Manager (Print Name)

Additional Notes:

The CSS is reflective of awarded CTOs. Amendment is to increase the capacity for the 6 on-call planning contracts. The awarded amount will be determined at the time of CTO allocations.

Attachment: CSS 2186 pdf (8525 : Amend On-Call Planning Contracts)

AMENDMENT NO. 3 TO CONTRACT 19-1002186

FOR

ON-CALL PLANNING SERVICES

(FEHR & PEERS)

This Amendment No. 3 to Contract 19-1002186, is made by and between the San Bernardino Transportation Authority ("SBCTA") and Fehr & Peers ("CONSULTANT"), each of which may be referred to individually as "PARTY" and collectively as "PARTIES")

RECITALS:

- A. PARTIES entered into Contract No. 19-1002186 on July 10, 2019 ("CONTRACT") for the purpose of providing On-Call Planning Services; and
- B. PARTIES entered into Amendment No. 1 to CONTRACT, extending the period of performance through June 30, 2023, and increasing the Not-To-Exceed amount by \$2,219,000, for the purpose of providing On-Call Planning Services for the Regional Early Action Program ("REAP"); and
- C. PARTIES entered into Amendment No. 2 to CONTRACT to require CONSULTANT to provide insurance coverage and indemnification for Southern California Association of Governments ("SCAG") for services performed by CONSULTANT related to SCAG's REAP Grant to San Bernardino Associated Governments; and
- D. SBCTA and CONSULTANT desire to extend the Period of Performance through June 30, 2024, and increase the Not-To-Exceed amount by \$2,126,390.

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

- 1. SBCTA exercises its option in Article 2, Contract Term, extending the contract term through June 30, 2024.
- 2. The Not-To-Exceed Amount in Section 3.2 shall be Five Million, Five Hundred Forty Thousand, Three Hundred Ninety Dollars (\$5,540,390).
- 3. Except as amended by this Amendment No. 3, all other provisions of the Agreement, as previously amended, 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.

Attachment: 19-1002186-3 [Revision 1] (8525 : Amend On-Call Planning Contracts)

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

**FEHR & PEERS, A CALIFORNIA
CORPORATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Steven J. Brown
Director

By: _____
Art Bishop
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

Attachment: 19-1002186-3 [Revision 1] (8525 : Amend On-Call Planning Contracts)

Contract Summary Sheet

9.g

General Contract Information

Contract No: 19-1002187 Amendment No.: 2

Contract Class: Payable Department: Planning

Vendor No.: 00604 Vendor Name: Cambridge Systematics, Inc.

Description: SBCTA/SBCOG Planning On-Call Services

List Any Related Contract Nos.: 19-1002103, 19-1002185, 19-1002186, 19-1002188, 19-1002189

Dollar Amount							
Original Contract		\$	150,000.00	Original Contingency		\$	-
Prior Amendments		\$	19,833.00	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	354,398.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	524,231.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	524,231.00

Contract Authorization

Board of Directors Date: 9/7/2022 Committee Item #

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

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

Accounts Payable

Estimated Start Date: 7/10/2019 Expiration Date: 6/30/2023 Revised Expiration Date: 6/30/2024

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

							Total Contract Funding:		Total Contingency:	
							\$	524,231.00	\$	-
GL:	1035	20	0404	0000	52005	41200000		150,000.00		-
GL:	6010	20	0404	0000	52005	42905001		19,833.00		-
GL:	4180	20	0404	0000	52005	41100000		336,804.00		-
GL:	4280	20	0404	0000	52005	41100000		17,594.00		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-

Josh Lee

Project Manager (Print Name)

Steve Smith

Task Manager (Print Name)

Additional Notes:

The CSS is reflective of awarded CTOs. Amendment is to increase the capacity for the 6 on-call planning contracts. The awarded amount will be determined at the time of CTO allocations.

Attachment: CSS 2187 pdf (8525 : Amend On-Call Planning Contracts)

AMENDMENT NO. 2 TO CONTRACT 19-1002187

FOR

ON-CALL PLANNING SERVICES

(CAMBRIDGE SYSTEMATICS, INC.)

This Amendment No. 2 to Contract 19-1002187 is made by and between the San Bernardino Transportation Authority ("SBCTA") and Cambridge Systematics, Inc. ("CONSULTANT"), each of which may be referred to individually as "PARTY" and collectively as "PARTIES."

RECITALS:

- A. PARTIES entered into Contract 19-1002187 on July 10, 2019 ("CONTRACT") for the purpose of providing On-Call Planning Services; and
- B. PARTIES entered into Amendment No. 1 to CONTRACT, extending the period of performance through June 30, 2023, and increasing the Not-To-Exceed amount by \$2,219,000, for the purpose of providing On-Call Planning Services for the Regional Early Action Program ("REAP"); and
- C. SBCTA and CONSULTANT desire to extend the Period of Performance through June 30, 2024 and increase the Not-To-Exceed amount by \$2,126,390.
- D. Pursuant to SBCTA Contract 21-1002497 with Southern California Association of Governments ("SCAG"), the REAP Grant Agreement, SBCTA's consultants providing REAP services are required to provide insurance coverage to and indemnification of SCAG.

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

- 1. SBCTA exercises its option in Article 2, Contract Term, extending the contract term through June 30, 2024.
- 2. The Not-To-Exceed Amount in Section 3.2 shall be Five Million, Five Hundred Forty Thousand, and Three Hundred Ninety Dollars (\$5,540,390).
- 3. Section 21.2.2 Additional Insurance Coverage, is deleted in its entirety and replaced with the following:

"21.2.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, to name San Bernardino County Transportation Authority, Southern California Association of Governments, and their

Attachment: 19-1002187-2 [Revision 1] (8525 : Amend On-Call Planning Contracts)

officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for the Additional Insureds to vicarious liability, but shall allow coverage for the Additional Insureds to the full extent provided by the policy."

4. Section 22.2 of Article 22. Indemnity, is deleted in its entirety and replaced with the following:

"22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by Indemnatee) and hold harmless SBCTA, SCAG, and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability ("Claims") arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person for whom CONSULTANT is legally liable and for any costs or expenses incurred by SBCTA or SCAG on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees."

5. CONSULTANT's obligations under Articles 21 and 22 extend to SCAG only for services related to the Regional Early Action Program (REAP).
6. Except as amended by this Amendment No. 2, all other provisions of the Agreement, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.
7. This Amendment No. 2 is effective upon execution by SBCTA.

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

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

CAMBRIDGE SYSTEMATICS, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Steven A. Capecci
Chief Operating Officer

By: _____
Art Bishop
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

Attachment: 19-1002187-2 [Revision 1] (8525 : Amend On-Call Planning Contracts)

Contract Summary Sheet

9.i

General Contract Information

Contract No: 19-1002188 Amendment No.: 2

Contract Class: Payable Department: Planning

Vendor No.: 00982 Vendor Name: HDR Engineering, Inc.

Description: SBCTA/SBCOG Planning On-Call Services

List Any Related Contract Nos.: 19-1002103, 19-1002185, 19-1002186, 19-1002187, 19-1002189

Dollar Amount							
Original Contract		\$	50,000.00	Original Contingency		\$	-
Prior Amendments		\$	19,833.00	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	354,398.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	424,231.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	424,231.00

Contract Authorization

Board of Directors Date: 9/7/2022 Committee Item #

Contract Management (Internal Purposes Only)

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

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

Accounts Payable

Estimated Start Date: 7/10/2019 Expiration Date: 6/30/2023 Revised Expiration Date: 6/30/2024

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

							Total Contract Funding:		Total Contingency:	
							\$	424,231.00	\$	-
GL:	1035	20	0404	0000	52005	41200000		50,000.00		-
GL:	6010	20	0404	0000	52005	42905001		19,833.00		-
GL:	2910	20	0404	0000	52005	42490001		194,000.00		-
GL:	6010	20	0404	0000	52005	42340015		26,255.00		-
GL:	4280	20	0404	0000	52005	41100000		24,406.00		-
GL:		20	0404	0000	52005	TBD as Services Needed		109,737.00		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-

Josh Lee

Project Manager (Print Name)

Steve Smith

Task Manager (Print Name)

Additional Notes:

The CSS is reflective of awarded CTOs. Amendment is to increase the capacity for the 6 on-call planning contracts. The awarded amount will be determined at the time of CTO allocations.

Attachment: CSS 2188 pdf (8525 : Amend On-Call Planning Contracts)

AMENDMENT NO. 2 TO CONTRACT 19-1002188

FOR

ON-CALL PLANNING SERVICES

(HDR ENGINEERING, INC.)

This Amendment No. 2 to Contract 19-1002188, is made by and between the San Bernardino Transportation Authority ("SBCTA") and HDR Engineering, Inc. ("CONSULTANT"), each of which may be referred to individually as "PARTY" and collectively as "PARTIES").

RECITALS:

- A. PARTIES entered into Contract No. 19-1002188 on July 10, 2019 ("CONTRACT") for the purpose of providing On-Call Planning Services; and
- B. PARTIES entered into Amendment No. 1 to CONTRACT, extending the period of performance through June 30, 2023, and increasing the Not-To-Exceed amount by \$2,219,000, for the purpose of providing On-Call Planning Services for the Regional Early Action Program ("REAP"); and
- C. SBCTA and CONSULTANT desire to extend the Period of Performance through June 30, 2024 and increase the Not-To-Exceed amount by \$2,126,390; and
- D. Pursuant to San Bernardino Associated Governments ("SBCOG") Contract No. 21-1002497 with Southern California Association of Governments ("SCAG"), the REAP Grant Agreement, consultants providing REAP services are required to provide insurance coverage to and indemnification of SCAG.

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

- 1. SBCTA exercises its option in Article 2, Contract Term, extending the contract term through June 30, 2024.
- 2. The Not-To-Exceed Amount in Section 3.2 shall be Five Million, Five Hundred Forty Thousand, Three Hundred Ninety Dollars (\$5,540,390).
- 3. Section 21.2.2 Additional Insurance Coverage, is deleted in its entirety and replaced with the following:

Attachment: 19-1002188-2 [Revision 1] (8525 : Amend On-Call Planning Contracts)

“21.2.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, to name San Bernardino County Transportation Authority, Southern California Association of Governments, and their officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for the Additional Insureds to vicarious liability, but shall allow coverage for the Additional Insureds to the full extent provided by the policy.”

4. Section 22.2 of Article 22. Indemnity, is deleted in its entirety and replaced with the following:

“22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by Indemnatee) and hold harmless SBCTA, SCAG, and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability ("Claims") arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person for whom CONSULTANT is legally liable and for any costs or expenses incurred by SBCTA or SCAG on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees.”

5. CONSULTANT's obligations under Articles 21 and 22 extend to SCAG only for services related to the Regional Early Action Program (REAP).
6. Except as amended by this Amendment No. 2, all other provisions of the Agreement as previously amended shall remain in full force and effect and are incorporated herein by this reference.
7. This Amendment No. 2 is effective upon execution by SBCTA.

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

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

HDR ENGINEERING, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Kip D. Field
Senior Vice President

By: _____
Art Bishop
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

Attachment: 19-1002188-2 [Revision 1] (8525 : Amend On-Call Planning Contracts)

Contract Summary Sheet

9.k

General Contract Information

Contract No: 19-1002189 Amendment No.: 3

Contract Class: Payable Department: Planning

Vendor No.: 03053 Vendor Name: Dudek

Description: SBCTA/SBCOG Planning On-Call Services

List Any Related Contract Nos.: 19-1002103, 19-1002185, 19-1002186, 19-1002187, 19-1002188

Dollar Amount							
Original Contract		\$	150,000.00	Original Contingency		\$	-
Prior Amendments		\$	369,833.00	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	354,398.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	874,231.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	874,231.00

Contract Authorization

Board of Directors Date: 9/7/2022 Committee Item #

Contract Management (Internal Purposes Only)

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

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

Accounts Payable

Estimated Start Date: 7/10/2019 Expiration Date: 6/30/2023 Revised Expiration Date: 6/30/2024

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

							Total Contract Funding:		Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$	
GL: 1035	20	0404	0000	52005	41200000			874,231.00	-	
GL: 6010	20	0404	0000	52005	42905001			150,000.00	-	
GL: 20	0404	0000	52005				TBD as Services Needed	369,833.00	-	
GL:								354,398.00	-	
GL:								-	-	
GL:								-	-	
GL:								-	-	
GL:								-	-	
GL:								-	-	
GL:								-	-	
GL:								-	-	

Josh Lee

Project Manager (Print Name)

Steve Smith

Task Manager (Print Name)

Additional Notes:

The CSS is reflective of awarded CTOs. Amendment is to increase the capacity for the 6 on-call planning contracts. The awarded amount will be determined at the time of CTO allocations.

Attachment: CSS 2189 pdf (8525 : Amend On-Call Planning Contracts)

AMENDMENT NO. 3 TO CONTRACT 19-1002189

FOR

ON-CALL PLANNING SERVICES

(DUDEK)

This Amendment No. 3 to Contract 19-1002189 is made by and between the San Bernardino Transportation Authority ("SBCTA") and Dudek ("CONSULTANT"), each of which may be referred to individually as "PARTY" and collectively as "PARTIES".

RECITALS:

- A. PARTIES entered into Contract No. 19-1002189 on July 10, 2019 ("CONTRACT") for the purpose of providing On-Call Planning Services; and
- B. PARTIES entered into Amendment No. 1 to CONTRACT, extending the period of performance through June 30, 2023, and increasing the Not-To-Exceed amount by \$2,219,000, for the purpose of providing On-Call Planning Services for the Regional Early Action Program ("REAP"); and
- C. PARTIES entered into Amendment No. 2 to CONTRACT to require CONSULTANT to provide insurance coverage and indemnification for Southern California Association of Governments ("SCAG") for services performed by CONSULTANT related to SCAG's REAP Grant to San Bernardino Associated Governments; and
- D. SBCTA and CONSULTANT desire to extend the Period of Performance through June 30, 2024, and increase the Not-To-Exceed amount by \$2,126,390.

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

- 1. SBCTA exercises its option in Article 2, Contract Term, extending the contract term through June 30, 2024.
- 2. The Not-To-Exceed Amount in Section 3.2 shall be Five Million, Five Hundred Forty Thousand, Three Hundred Ninety Dollars (\$5,540,390).
- 3. Except as amended by this Amendment No. 3, all other provisions of the Agreement, as previously amended, 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.

DUDEK, A CALIFORNIA CORPORATION

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Joe Monaco
Chief Executive Officer

By: _____
Art Bishop
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

Attachment: 19-1002189-3 [Revision 1] (8525 : Amend On-Call Planning Contracts)

GENERAL POLICY COMMITTEE ATTENDANCE RECORD – 2022

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Cook Board of Supervisors	X	X	X	X	X	X						
Dawn Rowe Board of Supervisors	X		X	X	X	X						
Curt Hagman Board of Supervisors	X	X	X	X	X	X						
Art Bishop Town of Apple Valley	X	X	X	X	X	X						
Ray Marquez City of Chino Hills	X	X	X			X						
Frank Navarro City of Colton	X	X	X	X	X	X						
Acquanetta Warren City of Fontana	X	X	X	X		X						
Darcy McNaboe City of Grand Terrace	X	X	X	X	X	X						
Larry McCallon City of Highland	X	X	X		X	X						
Edward Paget City of Needles		X		X	X	X						
Alan Wapner City of Ontario	X	X		X	X							
Debra Jones City of Victorville	X	X	X	X		X						

Communication: Attendance Sheet (Additional Information)

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

* = Alternate member attended meeting.

Empty box = Member did not attend meeting.

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

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

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

Acronym List

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



MISSION STATEMENT

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do.

We achieve this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible.
- Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.
- Promoting collaboration among all levels of government.
- Optimizing our impact in regional, state, and federal policy and funding decisions.
- Using all revenue sources in the most responsible and transparent way.

Approved December 4, 2019