

AGENDA
Board of Directors Meeting
July 5, 2023

*******Start Time: 10:00 a.m. (CLOSED SESSION)*******
1170 W. 3rd Street, San Bernardino, CA 92410, 2nd Fl. (The Super Chief)

****Convene Regular Meeting immediately following Closed Session****

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

TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATIONS:

Needles City Council Chambers
1111 Bailey Avenue
Needles, CA 92363

Hesperia City Council Chambers
9700 Seventh Avenue
Hesperia, CA 92345

Board of Directors

President

Dawn Rowe, Supervisor
County of San Bernardino

Vice-President

Ray Marquez, Council Member
City of Chino Hills

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Art Bishop, Council Member
Town of Apple Valley

Paul Courtney, Mayor
City of Barstow

Rick Herrick, Council Member
City of Big Bear Lake

Eunice Ulloa, Mayor
City of Chino

Frank Navarro, Mayor
City of Colton

Acquanetta Warren, Mayor
City of Fontana

Sylvia Robles, Council Member
City of Grand Terrace

Rebekah Swanson, Council Member
City of Hesperia

Larry McCallon, Mayor
City of Highland

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

John Dutrey, Mayor
City of Montclair

Janet Jernigan, Mayor
City of Needles

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Paul Barich, Mayor Pro Tem
City of Redlands

Deborah Robertson, Mayor
City of Rialto

Helen Tran, Mayor
City of San Bernardino

Joel Klink, Council Member
City of Twentynine Palms

Rudy Zuniga, Council Member
City of Upland

Debra Jones, Mayor
City of Victorville

Bobby Duncan, Mayor Pro Tem
City of Yucaipa

Rick Denison, Mayor
Town of Yucca Valley

Paul Cook, Supervisor
County of San Bernardino

Jesse Armendarez, Supervisor
County of San Bernardino

Curt Hagman, Supervisor
County of San Bernardino

Joe Baca, Jr., Supervisor
County of San Bernardino

Catalino Pining, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Julianna Tillquist, *General Counsel*

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

AGENDA

Board of Directors

July 5, 2023

*****10:00 a.m. (CLOSED SESSION)*****

1170 W. 3rd St., 2nd Fl. (The Super Chief) San Bernardino, CA

CLOSED SESSION

- 1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
(Threatened) Pursuant to Government Code Section 54956.9(d)(2)--1 case
SBCTA--Claim filed by George Nersisian
Based on existing facts and circumstances there is a significant exposure to litigation.
- 2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Government Code Section 54956.9(d)(1)--1 case
SBCTA--*SBCTA v. The Lane-Security Paving Joint Venture*
San Bernardino Superior Court Case No. CIVSB 2305070

**** Convene Regular Meeting immediately following Closed Session****
1170 W. 3rd Street, 1st Floor Lobby Board Room, San Bernardino

TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATIONS:

Needles City Hall, 817 Third Street, Needles, CA 92363
Hesperia City Council Chambers, 9700 Seventh Avenue, Hesperia, CA 92345

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
Calendar of Events
- iv. Agenda Notices/Modifications

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.

Pg. 23

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.

INFORMATIONAL ITEMS

Items listed are receive and file items and are expected to be routine and non-controversial. Unlike the Consent Calendar, items listed as Informational Items do not require a vote.

2. May 2023 Procurement Report

Pg. 26

Receive the May 2023 Procurement Report.

Presenter: Shaneka Morris

This item was received by the General Policy Committee on June 14, 2023.

3. Budget to Actual Report for Third Quarter Ending March 31, 2023

Pg. 34

Receive and file Budget to Actual Report for the third quarter ending March 31, 2023.

Presenter: Hilda Flores

This item was received by the General Policy Committee on June 14, 2023.

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

Pg. 45

Receive and file Change Order Report.

Presenter: Victor Lopez

This item was received by the Transit Committee on June 15, 2023.

5. Construction Contract Change Orders to On-Going Construction Contracts

Pg. 47

Receive and file Change Order Report.

Presenter: Timothy Byrne

This item was received by the Board of Directors Metro Valley Study Session on June 15, 2023.

CONSENT CALENDAR

The Consent Calendar will be acted upon as a single motion. Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at Policy Committee meetings and made available for public review as noted in the agenda. No public comment will be allowed on the Consent Calendar, unless the item was not previously reviewed at a policy committee. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up immediately following the vote on the Consent Calendar.

Consent - Administrative Matters

6. Fiscal Year 2022/2023 Budget Action Plan - Fourth Quarter Report

Pg. 53

Receive the Fiscal Year 2022/2023 Budget Action Plan - Fourth Quarter Report.

Presenter: Raymond Wolfe

This item was received by the General Policy Committee on June 14, 2023.

7. Contract No. 21-1002552 for Information Services

Pg. 64

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

Approve Contract No. 21-1002552 with the County of San Bernardino Department of Innovation and Technology for information technology services related to payroll system services (EMACS), virtual private network (VPN) and aerial imagery for a period of five years and a not-to-exceed amount of \$130,000.

Presenter: Hilda Flores

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft contract.

8. Award Contract No. 23-1002933 for Economist Services

Pg. 75

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

Award Contract No. 23-1002933 to Beacon Economics LLC to provide Economist Services for a five-year term in an amount not-to-exceed \$187,500.

Presenter: Hilda Flores

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

9. Resolution No. 23-046 Authorizing Placement of Assessments on the Tax Roll and Agreement for Collection of Special Taxes Related to the Property Assessed Clean Energy Program

Pg. 104

That the Board, acting as the San Bernardino Associated Governments (SBCOG):

A. Approve Resolution No. 23-046, authorizing the placement of assessments related to the Property Assessed Clean Energy Program on the tax roll for Fiscal Year 2023/2024.

B. Approve Agreement No. 23-1003007 with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector, authorizing the Collection of Special Taxes, Fees, and Assessments.

Presenter: Hilda Flores

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. SBCOG General Counsel has reviewed this item, the draft resolution, and the draft agreement.

10. Purchase and Sale Agreement No. 23-1003014 for Property Assessed Clean Energy Assessment Receivables with FNA California, LLC

Pg. 112

That the Board, acting as the San Bernardino Associated Governments:

A. Approve Purchase and Sale Agreement No. 23-1003014 with FNA California, LLC, to grant their first right of refusal and to allow them to advance funds to cover the Property Assessed Clean Energy Assessment delinquencies for the 2015-2016 through 2022-2023 tax years, and authorize the Executive Director, or his designee, with the approval of General Counsel as to legal form, to finalize the terms of the agreement, including the final amount and the delinquent properties to be included, and to execute the final agreement.

B. Defer the judicial foreclosure proceedings for the delinquent properties.

Presenter: Hilda Flores

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

11. Release of RFP for Commercial Paper Program

Pg. 145

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

Authorize the Executive Director, or his designee, to release Request for Proposals No. 23-1002968 for providing Bank Credit services for the issuance of up to \$25 million aggregate principal amount of Measure I Subordinate Sales Tax Revenue Commercial Paper Notes, with an agreement term for three years, in connection with the SBCTA Measure I short-term borrowing program, subject to approval as to form by General Counsel.

Presenter: Hilda Flores

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item.

12. Revision to Policy No. 10107 Compensation Administration

Pg. 151

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

Approve revisions to Compensation Administration Policy No. 10107 to include salary range adjustments based on Consumer Price Index and longevity pay compensation.

Presenter: Colleen Franco

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. SBCTA's General Counsel has reviewed this item and the proposed policy revisions.

Consent - Air Quality/Traveler Services

13. Release of Requests for Proposals No. 23-1002947 and No. 23-1002945 for Freeway Service Patrol Services

Pg. 164

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

A. Authorize the Executive Director, or his designee, to release Request for Proposals No. 23-1002947 for the procurement of tow operator services for Freeway Service Patrol Beat 23, anticipated in July 2023, subject to the approval as to form by General Counsel.

B. Authorize the Executive Director, or his designee, to release Request for Proposals No. 23-1002945 for the procurement of tow operator services for Freeway Service Patrol Beats 5 and 27, anticipated in November 2023, subject to the approval as to form by General Counsel. **Presenter: Steve Smith**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. SBCTA Procurement Manager and Risk Manager have reviewed this item and the draft RFP. SBCTA General Counsel has reviewed this item and will review the draft RFP prior to release.

14. Release Request for Proposals No. 23-1002963 for Call Box Call Answering Center Services

Pg. 223

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

Authorize the Executive Director, or his designee, to release the Request for Proposals No. 23-1002963 for the procurement of Call Box Call Answering Center Services for SBCTA and Riverside County Transportation Commission, subject to the approval as to form by General Counsel. **Presenter: Steve Smith**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. SBCTA Procurement Manager and Risk Manager have reviewed this item and the draft RFP. General Counsel has reviewed this item and will review the draft RFP prior to release.

Consent - Project Delivery

15. Metrolink Active Transportation Program Project Phase II Plans, Specifications and Estimates Certification and Request to Release Invitation for Bids

Pg. 252

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

Authorize the release of Invitation for Bids No. 23-1002919 for the construction of the Metrolink Active Transportation Project Phase II at various Metrolink Stations in San Bernardino County.

Presenter: Juan Lizarde

This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 15, 2023. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft IFB.

16. Interstate 10 Corridor Contract 1 Landscape Design California Department of Transportation Cooperative Agreement No. 23-1003002

Pg. 254

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

Authorize the Executive Director, or his designee, to execute the Cooperative Agreement No. 23-1003002 upon approval as to form by SBCTA General Counsel, with the California Department of Transportation (Caltrans) for the Interstate 10 Contract 1 Landscape Design Project, to define roles, responsibilities, funding commitments, and Caltrans design oversight estimated at \$100,000.

Presenter: Juan Lizarde

This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 15, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

17. Interstate 10 Corridor Freight and Express Lanes Project - Contract 2 Right-of-Way Incentive Program

Pg. 279

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

A. Authorize the Director of Project Delivery, or his designee, upon California Department of Transportation (Caltrans) approval, to implement the Right-of-Way (ROW) Acquisition Incentive Payment Program for 20% above Just Compensation, to expedite acquisition of necessary ROW rights for the Interstate 10 (I-10) Corridor Freight and Express Lanes Project - Contract 2, consistent with Federal Highway Administration (FHWA) and Caltrans guidelines and applicable SBCTA policies and procedures.

B. Authorize the Director of Project Delivery, or his designee, to implement the ROW Acquisition Incentive Payment Program for the standard 10% above Just Compensation, in the event that Caltrans does not approve the 20% incentive request to expedite acquisition of necessary ROW rights for the I-10 Corridor Freight and Express Lanes Project - Contract 2, consistent with FHWA and Caltrans guidelines and applicable SBCTA policies and procedures.

Presenter: Sal Chavez

This item was reviewed and recommended for approval (15-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 15, 2023. SBCTA General Counsel has reviewed this item.

18. Interstate 215 University Parkway Interchange Project - Amendment No. 2 to Cooperative Agreement with the City of San Bernardino and Construction Cooperative Agreement with California Department of Transportation

Pg. 288

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

A. Approve Amendment No. 2 to Cooperative Agreement No. 19-1002205, with the City of San Bernardino (City), subject to final approval at the July City Council meeting, for the Interstate 215 University Parkway Interchange Project (Project) to increase the total Project costs by \$5,375,694; consisting of an additional receivable amount from the City of \$849,360 and additional Measure I Valley Freeway Interchange Program funds of \$4,526,334.

B. Approve Cooperative Agreement No. 23-1002899 with the California Department of Transportation to define roles and responsibilities during the Construction Phase of the Project with a payable amount of \$35,000 for State Furnished Materials.

Presenter: Sal Chavez

This item was reviewed and recommended for approval (13-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 15, 2023. SBCTA General Counsel and Risk Manager have reviewed this item, the draft amendment and the draft agreement.

19. Interstate 215 University Parkway Interchange Project Construction - Release of Invitation for Bids No. 23-1002955

Pg. 321

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

Authorize the Executive Director, or his designee, to release Invitation for Bids No. 23-1002955 for construction of the Interstate 215 University Parkway Interchange Project, subject to certification of Right-of-Way; approval of the Plans, Specifications, and Estimates package; receipt of authorization to proceed with construction from the California Department of Transportation; and approval as to form by SBCTA General Counsel or her designee.

Presenter: Kristi Harris

This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 15, 2023. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft IFB.

20. California Department of Transportation Interstate 15 Pavement Rehabilitation Project

Pg. 323

Receive a presentation from California Department of Transportation, District 8, for project information related to the Interstate 15 Pavement Rehabilitation Project.

Presenter: Kristi Harris

This item was received by the Mountain Desert Policy Committee on June 16, 2023.

Consent - Regional/Subregional Planning

21. Amend On-Call Planning Bench Contracts

Pg. 330

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

A. Approve a total not-to-exceed amount of \$920,000 for On-Call Planning Bench contracts, identified in Recommendations C through H, to be funded through June 30, 2027, based on specific on-call need in relation to the United States Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG), increasing the total combined allocation to these contracts to ~~\$6,540,390~~ **\$6,460,390**.

Agenda Item 21 (cont.)

B. Approve extending the On-Call Planning Bench contracts beyond a five-year term through June 30, 2027.

C. Approve Amendment No. 3 to Contract No. 19-1002103 with Alta Planning + Design, Inc., to extend the termination date to June 30, 2027 and add \$920,000, for a total not-to-exceed amount of \$6,460,390 (for the bench), to support the Planning Department in completing the requirements of the CPRG.

D. Approve Amendment No. 4 to Contract No. 19-1002185 with Michael Baker International, Inc., to extend the termination date to June 30, 2027, and add \$920,000, for a total not-to-exceed amount of \$6,460,390 (for the bench), to support the Planning Department in completing the requirements of the CPRG.

E. Approve Amendment No. 4 to Contract No. 19-1002186 with Fehr & Peers, to extend the termination date to June 30, 2027, and add \$920,000, for a total not-to-exceed amount of \$6,460,390 (for the bench), to support the Planning Department in completing the requirements of the CPRG.

F. Approve Amendment No. 3 to Contract No. 19-1002187 with Cambridge Systematics, Inc., to extend the termination date to June 30, 2027, \$920,000, for a total not-to-exceed amount of ~~\$6,640,390~~ **\$6,460,390** (for the bench), to support the Planning Department in completing the requirements of the CPRG.

G. Approve Amendment No. 3 to Contract No. 19-1002188 with HDR Engineering, Inc., to extend the termination date to June 30, 2027, and add \$920,000 for a total not-to-exceed amount of ~~\$6,640,390~~ **\$6,460,390** (for the bench), to support the Planning Department in completing the requirements of the CPRG.

H. Approve Amendment No. 4 to Contract No. 19-1002189 with Dudek to extend the termination date to June 30, 2027, and add \$920,000, for a total not-to-exceed amount of \$6,460,390 (for the bench), to support the Planning Department in completing the requirements of the CPRG.

I. Authorize the Executive Director, or his designee, to negotiate and execute a future Restricted Grant Agreement between SBCTA and the EPA for receipt of an amount not-to-exceed \$1,000,000 for the development of the Regional Greenhouse Gas Reduction Plan for the Riverside-San Bernardino-Ontario Metropolitan Statistical Area (MSA), subject to approval as to form by General Counsel.

J. Approve a budget amendment to the Fiscal Year 2023/2024 Budget, Task No. 0404, increasing the budget by \$1,000,000 to be funded by EPA CPRG funds.

K. Approve an exception to Policy No. 11000 and authorize the Executive Director, or his designee, to execute competitive Contract Task Orders (CTO) associated with the On-Call Planning Agreements in Recommendation A, in a not-to-exceed amount of \$920,000.

L. Approve the creation of a new Fund 2205, Environmental Protection Agency.

Presenter: Josh Lee

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendments.

22. San Bernardino County Greenhouse Gas Reduction Plan Update and Addendum

That the Board, acting as the San Bernardino Associated Governments (SBCOG):

A. Approve the updated San Bernardino County Regional Greenhouse Gas Reduction Plan (Regional GHGRP) (2021).

B. Approve the Addendum to the 2014 Regional GHGRP Environmental Impact Report (EIR).

Agenda Item 22 (cont.)

C. Find that the Addendum to the Regional GHGRP EIR is appropriate and consistent with the Public Resources Code Section 21166 and California Environmental Quality Act Guidelines 15162 and 15164.

Presenter: Josh Lee

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023.

Consent - Transit

23. Fiscal Year 2023/2024 State of Good Repair Program Allocations

Pg. 470

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

A. Allocate \$4,281,006 of State of Good Repair Program – Population Share and Operator Share funding to the following projects:

- i. Intelligent Transit Systems – Morongo Basin Transit Authority (MBTA) - \$127,536
- ii. Crestline Transit Center Facility Project – Mountain Area Regional Transit Authority (Mountain Transit) - \$88,575
- iii. Preventative Maintenance – City of Needles - \$8,531
- iv. Facilities Improvements – Omnitrans - \$377,966
- v. Service Vehicles – Victor Valley Transit Authority (VVTa) - \$240,000
- vi. Microtransit Vehicles – VVTa - \$579,425
- vii. Metrolink Capital Maintenance – Southern California Regional Rail Authority - \$295,384
- viii. Metrolink Station Improvements – SBCTA - \$2,563,589

B. Adopt Resolution No. 23-027, authorizing the Executive Director, or his designee, to submit project nominations to the California Department of Transportation for Fiscal Year 2023/2024 State of Good Repair Program funds for the projects listed above.

Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 15, 2023. SBCTA General Counsel has reviewed this item and the draft resolution.

24. Fiscal Year 2023/2024 Transit Operator Allocations

Pg. 481

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

A. Approve the Fiscal Year 2023/2024 Transit Operator Funding Allocations to the City of Needles, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans, and Victor Valley Transit Authority.

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

C. Approve the revised Congestion Mitigation and Air Quality Allocation Plan through Fiscal Year 2032/2033.

Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 15, 2023.

25. Amendment No. 4 to Contract No. 19-1001998 with AMMA Transit Planning, Inc. for Transit and Specialized Transportation Planning Services

Pg. 490

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

Approve Amendment No. 4 to Contract No. 19-1001998 with AMMA Transit Planning, Inc., for Transit and Specialized Transportation Planning Services, increasing the contract amount by \$300,000 for a new not-to-exceed amount of \$1,080,000.

Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 15, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

26. Award Contract No. 23-1002920 for On-Call Railroad Property Maintenance of Way Services

Pg. 497

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

Award Contract No. 23-1002920 to Joshua Grading & Excavating Inc., for On-Call Railroad Property Maintenance of Way Services, for an amount not-to-exceed \$5,500,000 with an initial term of five years and two one-year options not-to-exceed an aggregate total of seven years.

Presenter: Ryan Aschenbrenner

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 15, 2023. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract. SBCTA Risk Manager reviewed the draft contract prior to release of Request for Proposals No. 23-1002920, there are no contract exceptions or deviations or changes otherwise made to the draft contract since SBCTA Risk Manager's review.

27. Implementation Study for the Operation of Multiple Units from the University of Redlands Station to Los Angeles Union Station

Pg. 541

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

A. Approve Work Order No. 12 under Contract No. 15-1001125 in the amount of \$480,000 for Southern California Regional Rail Authority to complete an Implementation Study for Operating Multiple Units from the University of Redlands Station to Los Angeles Union Station, and delegate signatory authority to the Executive Director, or his designee, to execute the Work Order.

B. Direct staff to work with Los Angeles Metro (LA Metro) and develop a cost-sharing agreement to reimburse SBCTA for the total cost of Work Order No. 12 using an equal 50/50 split, for a total cost to each agency of \$240,000.

C. Delegate signatory authority to the Executive Director, or his designee, to execute the cost-sharing agreement with LA Metro, upon approval as to form by General Counsel.

Presenter: Rebekah Soto

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 15, 2023. SBCTA General Counsel and Procurement Manager have reviewed this item. SBCTA Risk Manager will review the work order prior to it being executed.

Consent - Council of Governments

28. Update on San Bernardino County Transportation Authority and San Bernardino Council of Governments Competitive Grants

Pg. 550

Receive an update on San Bernardino County Transportation Authority and San Bernardino Council of Governments' grant process, grant partnerships, returns on investments, and outlook and provide direction to staff on grant efforts moving forward.

Presenter: Monique Reza-Arellano

This item was received by the General Policy Committee on June 14, 2023.

Consent - Transportation Programming and Fund Administration

29. Transportation Development Act Triennial Performance Audits for Fiscal Years 2021/2022/2023

Pg. 566

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

Approve Contract No. 23-1002906 with Moore & Associates, Inc., for the Transportation Development Act Triennial Performance Audit for Fiscal Years 2020/2021, 2021/2022 and 2022/2023, in an amount not-to-exceed \$115,013.92.

Presenter: Vanessa Schoenewald

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 15, 2023. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft agreement.

30. Capital Project Needs Analysis Submittals and Funding Allocations for the Measure I Valley Major Street Program/Arterial Sub-program for Fiscal Year 2023/2024

Pg. 599

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

Approve the Project List for the Measure I Valley Major Street Program/Arterial Sub-program allocations for Fiscal Year 2023/2024.

Presenter: Marc Lucius

This item was reviewed and recommended for approval (13-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 15, 2023.

31. Measure I 2023 Population Estimates

Pg. 605

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

Adopt the 2023 Population Estimates in Attachment B for use in the allocation of Measure I Local Street Projects Program and Transportation Development Act funds and in the apportionment of shares of certain State and Federal funds.

Presenter: Marc Lucius

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023.

32. Term Loan Agreement for Interstate 215/University Parkway Interchange with the City of San Bernardino

Pg. 614

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

Approve Contract No. 23-1003001, a term loan agreement in an amount not-to-exceed \$864,908 with the City of San Bernardino (City) for the Interstate 215/University Parkway Interchange Project, which contains a provision that a \$2,750 loan fee for Lender's additional costs of administering the Term Loan will be paid by the City upon execution of the agreement, subject to final approval by the City of San Bernardino City Council.

Presenter: Marc Lucius

This item was reviewed and recommended for approval (13-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 15, 2023. SBCTA General Counsel and Risk Management have reviewed this item and the draft agreement.

33. Bartlett Avenue Widening Funding Agreement No. 23-1002977

Pg. 632

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

A. Allocate \$1,861,500 in Victor Valley Major Local Highway Program funds to the City of Adelanto for the Bartlett Avenue Widening Project.

B. Approve Funding Agreement No. 23-1002977 in the amount of \$1,861,500 with the City of Adelanto for the Bartlett Avenue Widening Project.

Presenter: Marc Lucius

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 16, 2023. SBCTA General Counsel and Risk Management have reviewed this item and the draft agreement.

34. Bellflower Street Widening Funding Agreement No. 23-1002975

Pg. 644

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

A. Allocate \$292,000 in Victor Valley Major Local Highway Program funds to the City of Adelanto for the Bellflower Street Widening Project.

B. Approve Funding Agreement No. 23-1002975 in the amount of \$292,000 with the City of Adelanto for the Bellflower Street Widening Project.

Presenter: Marc Lucius

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 16, 2023. SBCTA General Counsel and Risk Management have reviewed this item and the draft agreement.

35. El Mirage Road Widening Funding Agreement No. 23-1002978

Pg. 656

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

A. Allocate \$2,299,500 in Victor Valley Major Local Highway Program funds to the City of Adelanto for the El Mirage Road Widening Project.

B. Approve Funding Agreement No. 23-1002978 in the amount of \$2,299,500 with the City of Adelanto for the El Mirage Road Widening Project.

Presenter: Marc Lucius

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 16, 2023. SBCTA General Counsel and Risk Management have reviewed this item and the draft agreement.

Consent - Legislative/Public Outreach

36. New Policy No. 10700 - Social Media Use

Pg. 668

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

Approve Policy No. 10700, Social Media Use.

Presenter: Nydia Doolittle

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. SBCTA General Counsel has reviewed this item and the proposed policy.

37. Bill Position Recommendation

Pg. 672

Per Policy 10000, III.D., the Legislative Policy Committee (LPC) is authorized to, “Consistent with the Board-adopted platform, take official positions of support or opposition to State and Federal legislation or regulations on behalf of the Board of Directors (Board) and report all positions taken to the Board in a timely manner.”

At their June 14, 2023 meeting, the LPC, on behalf of the San Bernardino County Transportation Authority Board, adopted the following recommended positions on the current state legislation:

A. Approve an oppose position on Assembly Bill 6 by Assemblywoman Laura Friedman, which would require the California Air Resources Board to establish additional greenhouse gas emissions targets for 2035 and 2045, as well as imposing new requirements on Metropolitan Planning Organizations, such as the Southern California Association of Governments, regarding technical methodology in developing their Regional Transportation Plan and Sustainable Community Strategy.

B. Approve an oppose position on Assembly Bill 7 by Assemblywoman Laura Friedman, which would require the project selection process for transportation infrastructure projects funded by certain state transportation accounts to incorporate federal principles that promote accessibility, climate change, the environment, resilience, safety, timeliness, among other principles.

Presenter: Otis Greer

This item was reviewed and unanimously recommended for approval by the Legislative Policy Committee on June 14, 2023.

38. State Legislative Update

Pg. 702

Receive and file the June 2023 State Legislative Update.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on June 14, 2023.

39. Federal Legislative Update

Pg. 734

Receive and file the June 2023 Federal Legislative Update.

Presenter: Louis Vidaure

This item was received by the Legislative Policy Committee on June 14, 2023.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Discussion - Project Delivery

- 40. Mount Vernon Viaduct Project Preview of the Hearing to Consider Resolution of Necessity for Property Interest in the City of San Bernardino**

Pg. 740

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

A. Conduct a public hearing to consider condemnation of real property required for the Mount Vernon Viaduct Project in the City of San Bernardino.

B. Upon completion of a public hearing, that the Board of Directors adopt Resolution of Necessity No. 23-045 authorizing and directing General Counsel, or her designee, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Hilal M. Bou Kansoul and Angelica M. Lopez De La Torre. (Assessor's Parcel Numbers 0138-182-19, 0138-182-20, 0138-182-21). The resolution must be approved by at least a two-thirds majority.

Presenter: Sal Chavez

This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 15, 2023. SBCTA General Counsel has reviewed this item and the draft resolution.

Discussion - Administrative Matters

- 41. General Counsel Employment Agreement Amendment**

Pg. 760

Approve Amendment No. 2 to Employment Agreement No. 19-1002111 with General Counsel, Julianna K. Tillquist.

Presenter: Dawn Rowe

The increase to General Counsel's annual compensation was reviewed and recommended for approval by the Board of Directors in Closed Session on June 7, 2023. SBCTA General Counsel has reviewed this item and the draft amendment.

- 42. General Policy Committee Membership & Exception to Policy 10002, Policy Committee Membership**

Pg. 763

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

Approve an exception to Policy Committee Membership 10002, § III, Membership Composition, to allow the General Policy Committee structure to include 2 City representatives and 2 County representatives, for either the East Valley or Mountain/Desert subarea, dependent on the results of the GPC Caucuses, through June 30, 2024, rather than the structure of 3 City representatives and 1 County representative provided in the Policy.

Presenter: Marleana Roman

This item has not received prior policy committee or technical advisory committee review. Based on the outcome of Committee and Study Session Chairs elected for the next fiscal year, there is a need to approve an exception to Policy 10002.

43. Amendment to the San Bernardino County Transportation Authority Administrative Code

Pg. 769

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

Review and provide comments on Ordinance No. 24-001, amending the San Bernardino County Transportation Authority Administrative Code.

Presenter: Julianna Tillquist

This item was reviewed and discussed at the General Policy Committee meeting held on June 14, 2023. SBCTA General Counsel has reviewed this item and the proposed ordinance amending the Administrative Code.

Discussion - Project Delivery

44. Amendment No. 1 to Sole Source Contract No. 23-1002956 with Theodora Oringher for Legal Representation related to Contractor Claims/Litigation

Pg. 778

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

A. Approve Interstate 10 Corridor Freight and Express Lanes Project - Contract 1 Program Budget Updates shown within Table 1 as of June 2023, resulting in a net zero change to the project budget of \$948.9 million.

B. Approve Amendment No. 1 to **Sole Source** Contract No. 23-1002956 with Theodora Oringher, P.C., for representation regarding Interstate 10 Corridor Freight and Express Lanes Project - Contract 1 contractor claims and litigation, to increase the contract amount by \$2,050,000, for a revised contract total of \$2,700,000, to be funded with Measure I Valley Freeway Program funds.

Presenter: Timothy Byrne

This item has not received prior policy committee or technical advisory committee review. This item is presented directly to the Board without prior committee review to allow for Board consideration to ensure sufficient and continued legal support as the initial contract budget term extended from March 2023 through July 2023 and legal support needs have exceeded the original anticipated level of support. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft amendment.

45. Interstate 10 Corridor Freight and Express Lanes Project - Contract 1 Construction Zone Enhanced Program Service with California Highway Patrol Amendment No. 1 to Agreement No. 18-1001972

Pg. 785

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

Authorize the Executive Director, or his designee, to execute Amendment No.1 to Agreement No. 18-1001972 for Construction Zone Enhanced Enforcement Program service with the California Highway Patrol for the Interstate 10 Corridor Freight and Express Lanes Project - Contract 1 to increase the total cost by \$750,000 for a new not-to-exceed amount of \$3,250,000, subject to approval as to form by SBCTA General Counsel.

Presenter: Philip Chu

This item has not received prior policy committee or technical advisory committee review due to depletion of budget quicker than anticipated because of CHP support for more project construction closures than originally scheduled and the need for continued CHP support. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

46. State Route 210 Lane Addition and Baseline Interchange Establish Existing Planting Contract Award

Pg. 789

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

A. Approve Contract No. 23-1002917 with Diverscape, Inc. (dba Diversified Landscape Co.), to Establish Existing Planting maintenance for the State Route 210 Lane Addition and Baseline Interchange Project, in the amount of \$986,380.

B. Approve an allowance/contingency for Contract No. 23-1002917 totaling a not-to-exceed amount of \$173,638, for Supplemental Work, and Project Contingency, and authorize the Executive Director, or his designee, to release contingency as necessary for the project.

Presenter: Juan Lizarde

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors at its July 5, 2023 meeting pursuant to Contracting and Procurement Policy No. 11000, Section V.B.2.d, as this is a construction contract award to the lowest responsive responsible bidder. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Discussion - Council of Governments

47. Council of Governments Work Plan Update and Establishment of Council of Governments Ad Hoc Committee

Pg. 824

That the Board, acting as the San Bernardino Associated Governments (also known as SANBAG and operating as San Bernardino Council of Governments, or SBCOG):

A. Receive an update on the SBCOG Work Plan including the initial five-year plan adopted in 2018 and SBCOG functions.

B. Approve project and program recommendations under a two-year Work Plan for SBCOG and Equity Programs.

C. Approve the establishment of a Council of Governments Ad Hoc Committee comprised of seven Board members appointed by the SBCOG Board President, with a term through June 30, 2024.

Presenter: Monique Reza-Arellano

This item was unanimously approved by the General Policy Committee on June 14, 2023. Recommendation C was added to this item at the Committee's direction, to designate an ad hoc committee subject to concurrence of the Board.

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

Executive Director's Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance

Pg. 841

Acronym List

Pg. 843

Agency Reports

Mobile Source Air Pollution Reduction Review Committee Agency Report

Pg. 846

Committee Membership

Representatives on SCAG Committees

Pg. 849

Appointments to External Agencies

Pg. 850

Committee Membership

Pg. 852

Mission Statement

Mission Statement

Pg. 858

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 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 President of the Board or Committee Chair (“President”) will announce the subject matter of the closed session. If reportable action is taken in closed session, the President shall 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, except Board agenda items that were previously considered at a Policy Committee meeting where there was an opportunity for public comment. Individuals in attendance at SBCTA who desire to speak on an item may complete and turn in a "Request to Speak" form, specifying each item an individual wishes to speak on. Individuals may also indicate their desire to speak on an agenda item when the President asks for public comment. When recognized by the President, speakers should be prepared to step forward and announce their name for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The President 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. Any individual who wishes to share written information with the Board may provide copies to the Clerk of the Board for distribution.. Information provided as public testimony is not read into the record by the Clerk.

Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda. Any consent item that is pulled for discussion shall be treated as a discussion item, 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 jurisdiction. Matters raised under "Public Comment" will not be acted upon at that meeting. See, "Public Testimony on an Item," above.

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 President 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 President of the Board or Chair of a Policy Committee (Chair) has the option of taking attendance by Roll Call. 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.
- 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.
- Votes at teleconferenced meetings shall be by roll call, pursuant to the Brown Act, or, at any meeting, upon the demand of five official representatives present or at the discretion of the presiding officer.

The Vote as specified in the SBCTA Administrative Code and 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. (Note that Alternates may vote only at meetings of the Board of Directors, Metro Valley Study Session and Mountain/Desert Policy Committee.)

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 Chair shall ask the maker of the original motion if he or she would like to amend the 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 may require deviation from general practice (but not from the Brown Act or agency policy).
- 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

Revised June 7, 2023



Important Dates to Remember...

July 2023

SBCTA Meetings – Cancelled: None

SBCTA Meetings – Scheduled:

General Policy Committee			Next Meeting: Aug 9 9:00 am
Legislative Policy Committee			Next Meeting: Aug 9 9:30 am
Transit Committee			Next Meeting: Aug 10 9:00 am
Metro Valley Study Session			Next Meeting: Aug 10 9:30 am
I-10/I-15 Corridor Joint Sub-Committee			Next Meeting: Aug 10 10:00 am
Mountain/Desert Committee			Next Meeting: Aug 18 9:30 am

Other Meetings/Events:

Ribbon Cutting for the SR 210 Widening Project	Jul 21	10:00 am	Highland, CA
--	--------	----------	--------------

SBCTA Offices will be CLOSED:

- July 4th, Independence Day

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

Minute Action

AGENDA ITEM: 1

Date: July 5, 2023

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
7	21-1002552	County of San Bernardino	None
8	23-1002933	Beacon Economics <i>Christopher Thornburg, Partner</i>	None
9	23-1003007	San Bernardino County Auditor- Controller/Treasurer/Tax Collector	None
10	23-1003014	FNA California, LLC <i>Dale Kocher, Director of Business Development</i>	None
16	23-1003002	California Department of Transportation	None
18	19-1002205-02	City of San Bernardino	None
	23-1002899	California Department of Transportation	None
21	19-1002103-03	Alta Planning + Design, Inc. <i>Greg Maher</i>	None
	19-1002185-04	Michael Baker International, Inc. <i>Tanya Bilezikjian</i>	None
	19-1002186-04	Fehr & Peers <i>Steven J. Brown</i>	None
	19-1002187-03	Cambridge Systematics, Inc. <i>Steven A. Capecci</i>	None
	19-1002188-03	HDR Engineering, Inc. <i>Kip D. Field</i>	None
	19-1002189-04	Dudek <i>Joe Monaco</i>	None

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

Board of Directors Agenda Item

July 5, 2023

Page 2

Item No.	Contract No.	Principals & Agents	Subcontractors
23	Allocation	Morongo Basin Transit Authority	None
	Allocation	Mountain Area Regional Transit Authority	None
	Allocation	City of Needles	None
	Allocation	Omnitrans	None
	Allocation	Victor Valley Transit Valley	None
	Allocation	Southern California Regional Rail Authority	None
24	Allocation	City of Needles	None
	Allocation	Morongo Basin Transit Authority	None
	Allocation	Mountain Area Regional Transit Authority	None
	Allocation	Omnitrans	None
	Allocation	Victor Valley Transit Authority	None
25	19-1001998-04	AMMA Transit Planning, Inc. <i>Heather Menninger Visscher</i>	None
26	23-1002920	Joshua Grading & Excavating Inc. <i>Muriel Craft</i>	None
27	15-1001125	Southern California Regional Rail Authority	None
29	23-1002906	Moore & Associates, Inc. <i>Stephanie Roberts</i>	None
32	23-1003001	City of San Bernardino	None
33	23-1002977	City of Adelanto	None
34	23-1002975	City of Adelanto	None
35	23-1002978	City of Adelanto	None

Item No. 40 – Mount Vernon Viaduct Resolution of Necessity	
APN#	Principals & Agents
0138-182-19	Hilal M. Bou Kansoul and Angelica M. Lopez De La Torre
0138-182-20	Hilal M. Bou Kansoul and Angelica M. Lopez De La Torre
0138-182-21	Hilal M. Bou Kansoul and Angelica M. Lopez De La Torre

Item No.	Contract No.	Principals & Agents	Subcontractors
41	19-1002111-02	Julianna K. Tillquist	None
44	23-1002956-01	Theodora Oringher, P.C. <i>Brian Headman</i>	None
45	18-1001972-01	California Highway Patrol	None
46	23-1002917	Diverscape, Inc. (dba Diversified Landscape Co.) <i>Vicki Morales</i>	None

Board of Directors Agenda Item

July 5, 2023

Page 3

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:

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: July 5, 2023

Subject:

May 2023 Procurement Report

Recommendation:

Receive the May 2023 Procurement Report.

Background:

The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on January 4, 2023. 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 and the solicitation has been listed 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.

Lastly, the Board of Directors authorized CityCom Real Estate Services, Inc. (CityCom) to issue contracts and purchase orders.

Below is a summary of the actions taken by SBCTA authorized staff:

- One new contract was executed.
- Six contract amendments were executed.
- Six CTO's were executed.
- Three CTO amendments were executed.
- Two contingency amendments were executed.
- One purchase order was executed.
- One purchase order amendment was executed.
- One IFB was released for the West Valley Connector Bus Rapid Transit Mainline Project.

Below is a summary of the actions taken by CityCom:

- No new contracts were executed.
- No new purchase orders were executed.

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

Board of Directors Agenda Item

July 5, 2023

Page 2

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 May 2023 are presented herein as Attachment A, all RFPs and IFBs are presented in Attachment B, and all CityCom's contracts and purchase orders are presented in Attachment C.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:

This item was received by the General Policy Committee on June 14, 2023.

Responsible Staff:

Shaneka Morris, Procurement Manager

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Attachment A
May 2023 Contract/Amendment/Contract Task Order (CTO) Actions

2.a

Type	Contract Number	Amendment/ CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-call Contract Amount*
New Agreement	23-1002997		Lambert 20/20 Communications, Inc.	Multilayered Media Strategy Services	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	N/A
Contract Amendment	21-1002555	1	Woodruff, Spradlin & Smart	To acknowledge the law firms name change to Woodruff & Smart, APC for On-Call Legal Services	\$ 6,000,000.00	\$ -	\$ -	\$ 6,000,000.00	N/A
Contract Amendment	22-1002749	1	Woodruff, Spradlin & Smart	To acknowledge the law firms name change to Woodruff & Smart, APC for legal services supporting right-of-way acquisition for Rancho Cucamonga Siding Project	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	N/A
Contract Amendment	15-1001093	8	HDR Engineering, Inc.	To exercise the second and final one-year option term to extend the contract through June 30, 2024 for Redlands Passenger Rail Projects Final Design	\$ 25,196,824.00	\$ 9,364,364.00	\$ -	\$ 34,561,188.00	N/A
Contract Amendment	00-1000939	5	Mott Macdonald Group, Inc.	To update Exhibit B Amendment 5 for On-Call Transit and Rail Services	\$ 10,000,000.00	\$ 9,026,240.29	\$ -	\$ 19,026,240.29	N/A
Contract Amendment	19-1001998	3	AMMA Transit and Specialized Transit Planning	To exercise the second option term to extend the contract through June 30, 2024 for Transit and Specialized Transportation Planning Services	\$ 480,000.00	\$ 300,000.00	\$ -	\$ 780,000.00	N/A
Contract Amendment	23-1002858	1	National Community Renaissance of California	To increase the not-to-exceed amount and extend contract expiration date through December 31, 2023 Safe Route to Schools Program funding for E. Neal Roberts ES and Sierra HS	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 60,000.00	N/A
CTO	19-1002203	CTO No. 1	Trapeze Software Group, Inc.	Regional Commuter Dashboard Software Modifications to IECommuter.org	\$ 33,840.00	\$ -	\$ -	\$ 33,840.00	\$175,000.00 (available \$126,810.00)
CTO	22-1002663	CTO No. 5	Anser Advisory Management, LLC	On-Call Construction Management Services for the State Route 210 Lane Addition and Base Line Interchange Project	\$ 499,071.61	\$ -	\$ -	\$ 499,071.61	\$5,000,000.00 (available \$4,500,928.39)
CTO	19-1002000	CTO No. 31	Costin Public Outreach Group	Facilitate logistics for the 2023 City/County Conference for San Bernardino Council of Governments	\$ 33,500.00	\$ -	\$ -	\$ 33,500.00	\$6,000,000.00 (available \$316,426.78)
CTO	19-1002008	CTO No. 8	Overland, Pacific & Cutler, LLC	Appraisal of Redlands Surplus Properties Loop and Etiwanda Depot Site	\$ 38,000.00	\$ -	\$ -	\$ 38,000.00	\$7,500,000.00 (available \$2,175,332.53)
CTO	19-1002186	CTO No. 22	Fehr and Peers	Feasibility of Active Transportation for On-call Planning	\$ 99,939.00	\$ -	\$ -	\$ 99,939.00	\$5,540,390.00 (available \$21,827.43)

*Total amount authorized for the associated on-call services bench which is typically shared with multiple vendors and controlled via contract task orders (CTO).

Attachment A
May 2023 Contract/Amendment/Contract Task Order (CTO) Actions

2.a

Type	Contract Number	Amendment/ CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-call Contract Amount*
CTO	19-1002189	CTO No. 21	Dudek	Sustainability Grant Writing Services for On-Call Planning	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	\$5,540,390.00 (available \$21,827.43)
CTO Amendment	19-1002103	CTO NO. 4.3	Alta Planning+Design, Inc.	To increase the not-to-exceed amount and extend the Period of Performance through December 31, 2023 for On-Call Planning Services	\$ 99,928.00	\$ 30,000.00	\$ 30,000.00	\$ 159,928.00	\$5,540,390.00 (available \$21,827.43)
CTO Amendment	18-1001909	CTO NO. 2.2	Overland, Pacific, and Cutler	To extend term through March 31, 2024 for I-10 Cedar Potholing and Utility Relocation	\$ 736,805.80	\$ 67,200.00	\$ -	\$ 804,005.80	\$8,000,000.00 (available \$5,069,053.78)
CTO Amendment	19-1002000	CTO No. 4.2	Costin Public Outreach Group	To increase not-to-exceed amount to support additional work added to the project scope for State Route 210 and Base Line Interchange Project	\$ 319,900.00	\$ -	\$ 100,000.00	\$ 419,900.00	\$6,000,000.00 (available \$316,426.78)

Attachment: May 2023 Procurement Report- PDF (9749 : May 2023 Procurement Report)

*Total amount authorized for the associated on-call services bench which is typically shared with multiple vendors and controlled via contract task orders (CTO).

Attachment A
May 2023 Contingency Released Actions

2.a

Contract No. & Contingency No.	Reason for Contingency Amendment (Include a Description of the Contingency Amendment)	Vendor Name	Original Contract Amount	Prior Amendments	Prior Contingencies	Current Contingencies	Amended Contract Amount
16-1001530/3L	To hire a Consultant from TRC Engineering to develop SBCTA position papers associated with project claims	HNTB	\$ 40,000,000.00	\$ 26,021,019.00	\$ 7,999,871.00	\$ 300,000.00	\$ 74,320,890.00
16-1001530/3M	Purchase upgraded Microsoft Licenses for 2023/2024 and 2024/2025 in order to comply with litigation hold requirements	HNTB	\$ 40,000,000.00	\$ 26,021,019.00	\$ 8,299,871.00	\$ 22,200.00	\$ 74,343,090.00

Attachment: May 2023 Procurement Report- PDF (9749 : May 2023 Procurement Report)

Attachment A
May 2023 Purchase Order and Purchase Order Amendment Actions

2.a

Type	PO No.	PO Posting Date	Vendor Name	Description of Services	Original Purchase Order Amount	Prior Amendments	Current Amendment	Total Purchase Order Amount
New PO	4002365	5/1/23	LH Productions	Equipment rental for Super Chief closed sessions	\$ 3,560.00	\$ -	\$ -	\$ 3,560.00
PO Amendment	4002360 Amendment 1	4/17/23	Beacon Economics, LLC	Vendor name change for economist to present at City County Conference	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00

Attachment: May 2023 Procurement Report- PDF (9749 : May 2023 Procurement Report)

Attachment B
May 2023 RFP's, RFQ's and IFB's

2.a

Release Date	RFP/RFQ/IFB No.	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
05/15/2023	IFB 23-1002891	\$ 110,000,000.00	09/06/2023	West Valley Connector Bus Rapid Transit Mainline Project

Attachment: May 2023 Procurement Report- PDF (9749 : May 2023 Procurement Report)

Attachment C
May 2023 CityCom's Issued Purchase Orders/Contracts

PO/Contract No.	Vendor Name	Description of Services	Total Amount
None			

Minute Action

AGENDA ITEM: 3

Date: July 5, 2023

Subject:

Budget to Actual Report for Third Quarter Ending March 31, 2023

Recommendation:

Receive and file Budget to Actual Report for the third quarter ending March 31, 2023.

Background:

The Fiscal Year 2022/2023 Budget for new activity was adopted by the Board of Directors on June 1, 2022. Budgetary information includes the original and revised budgets and expenditures as of March 31, 2023.

The report is broken down by Fund group and provides a percentage of the budget received or expended through March 31, 2023.

The following are explanations for significant percentage changes by Fund type:

General Fund

A. Revenues:

1. Measure I Sales Tax revenue is lower compared to budget since July and August receipts pertain to the prior fiscal year.
2. Interest is distributed to the appropriate funds at year-end based on ending cash balances. The positive balance is due to a reversal of prior year negative accrual related to fair value adjustment.

B. Expenditures:

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

C. Other Financing Sources:

1. Operating transfers in represent cash transfers to reimburse expenditures funded by the Local Transportation Fund, State Transit Assistance Fund, and State of Good Repair Fund. These also include transfers within the General Fund to fund the Indirect Cost Fund.
2. Operating transfers out are from cash transfers within the General Fund to fund the Indirect Cost Fund.

Federal Highway Fund

A. Revenues:

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

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

Board of Directors Agenda Item

July 5, 2023

Page 2

3. Miscellaneous Revenues are for in-kind contributions from BNSF Railway for the Mount Vernon Viaduct Project.

B. Expenditures:

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

C. Other Financing Sources:

1. Operating transfers out represent cash transferred to the Capital Projects Fund in relation to the in-kind contributions for the Mount Vernon Viaduct Project.

Federal Transit Administration Fund

A. Revenues:

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

B. Expenditures:

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

State Highway Fund

A. Revenues:

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

B. Expenditures:

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

Proposition 1B Fund

A. Revenues:

1. The revenue recognition for most Proposition 1B funds is when expenditures are incurred since the funds are received in advance.
2. Investment earnings lower than expected thus far this year.

B. Expenditures:

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

C. Other Financing Sources:

1. Operating transfers in represent cash transferred from the Measure I Fund in relation to Redlands Passenger Rail Project.

Local Transportation Fund (LTF)

A. Revenues:

1. LTF revenue is low since July and August receipts pertain to the prior fiscal year.

San Bernardino Council of Governments

San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 3

2. The positive investment earnings balance is mostly due to a reversal of prior year negative accruals related to fair value adjustment. There is also a portion attributed to interest earned from the county-pooled cash.

B. Expenditures:

1. Expenditures to date represent claims received and paid.

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the General Fund to fund administrative, planning and transit activities, and transit projects. These transfers are based on a reimbursement basis.

State Transit Assistance Fund (STAF)

A. Revenues:

1. The timing for recording of revenues fluctuates based on the period of performance upon distribution from the state.
2. The positive investment earnings balance is mostly due to a reversal of prior year negative accruals related to fair value adjustment. There is also a portion attributed to interest earned from the county-pooled cash.

B. Expenditures:

1. Expenditures are negative due to a reversal of prior year accruals that outpace the current low expenditures.

C. Other Financing Sources:

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

Senate Bill 1

A. Revenues:

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

B. Expenditures:

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

Measure I 1990-2010 Fund

A. Revenues:

1. Measure I 1990-2010 ended on March 31, 2010, and only interest earnings are accrued based on cash balances.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

B. Expenditures:

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

San Bernardino Council of Governments

San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 4

C. Other Financing Sources:

1. Gain (Loss) on sale of property is related to the Interstate 10 (I-10) Tippecanoe Avenue Interchange.

Measure I 2010-2040 Fund

A. Revenues:

1. Measure I Sales Tax revenue is low since July and August receipts pertain to the prior fiscal year.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

B. Expenditures:

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

C. Other Financing Sources:

1. Operating transfers in represent cash transfers from the Enterprise Fund for draws on the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan.
2. Operating transfers out represent cash transfers to the General Fund to fund the Indirect Cost Fund and Debt Service Fund to cover debt service expenditures as well as the Arrow Service.

Debt Service Fund

A. Revenues:

1. Investment earnings are not budgeted.

B. Expenditures:

1. Expenditures to date are high mainly due to the timing of debt service payments.

C. Other Financing Sources:

1. Transfers in represent cash transfer from the Measure I to cover debt service expenditures.

Capital Projects Fund

A. Revenues:

1. The timing for collections of revenues fluctuates as most projects are funded on a reimbursement basis.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

B. Expenditures:

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

San Bernardino Council of Governments

San Bernardino County Transportation Authority

C. Other Financing Sources:

1. Gain (Loss) on sale of property is related to the I-10 Tippecanoe Avenue Interchange.
2. Operating transfers in represent cash transferred from the Federal Highway Fund in relation to the in-kind contributions for the Mount Vernon Viaduct Project.
3. Operating transfers out represent cash transfers recorded within the fund for the ride share program, I-10 Cedar Avenue Interchange, and the West Valley Connector Project(s) to be consistent with the funding breakdown.

Non-major Governmental Funds – Excluding Council of Governments

A. Revenues:

1. The timing for collections of revenues fluctuates as most of the state grants are on a reimbursement basis.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

B. Expenditures:

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

C. Other Financing Sources:

1. Operating transfers in were recorded for Service Authority for Freeway Emergencies (SAFE)-Vehicle Registration Fees to be consistent with the funding breakdown.
2. Operating transfers out represent cash transfers to fund the Indirect Cost Fund and SAFE-Vehicle Registration Fees to be consistent with the funding breakdown.

Council of Governments Fund

A. Revenues:

1. The timing for collections of revenues fluctuates as this program is mostly funded on a reimbursement basis.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

B. Expenditures:

1. Expenditures to date are low mainly due to the timing of program activities.

C. Other Financing Sources:

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

Financial Impact:

This item reports the status of expenditures against budget and imposes no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was received by the General Policy Committee on June 14, 2023.

Responsible Staff:

Hilda Flores, Chief Financial Officer

This page was intentionally left blank

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

Fiscal Year 2022-2023
Thrid Quarter Budget to Actual Report
March 31, 2023

	2022-2023 Original Budget	Amendments	2022-2023 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
GENERAL FUND							
Revenues							
Sales Tax-MSI	2,500,000	-	2,500,000	1,699,687	-	800,313	32.01%
Charges for Services	244,775	-	244,775	2,195,430	-	(1,950,655)	-796.92%
Investment Earnings	55,200	-	55,200	6,566,850	-	(6,511,650)	-11796.47%
Miscellaneous	225	-	225	714	-	(489)	-217.33%
Total Revenues	2,800,200	-	2,800,200	10,462,681	-	(7,662,481)	-273.64%
Expenditures							
General Government	12,689,941	140,700	12,830,641	8,330,736	77,944	4,421,961	34.46%
Environment and Energy Conservation	24,864	2,500	27,364	10,151	-	17,213	62.90%
Regional & Subregional Planning	1,465,618	-	1,465,618	381,820	-	1,083,798	73.95%
Transit	34,701,307	(3,000,000)	31,701,307	14,615,240	347,639	16,738,428	52.80%
Project Delivery	61,414	-	61,414	-	-	61,414	100.00%
Fund Administration	511,662	-	511,662	366,506	-	145,156	28.37%
Total Expenditures	49,454,806	(2,856,800)	46,598,006	23,704,453	425,583	22,467,970	48.22%
Other Financing Sources							
Transfers in	51,221,063	-	51,221,063	27,852,946	-	23,368,117	45.62%
Transfers out	(3,908,122)	-	(3,908,122)	(3,908,122)	-	-	0.00%
Total Other Financing Sources	47,312,941	-	47,312,941	23,944,824	-	23,368,117	49.39%
Revenues Over (Under) Expenditures	658,335	2,856,800	3,515,135	10,703,052	-	(6,762,334)	
FEDERAL HIGHWAY FUND							
Revenues							
Intergovernmental	113,465,220	-	113,465,220	21,111,924	-	92,353,296	81.39%
Investment Earnings	-	-	-	10,270	-	(10,270)	0.00%
Miscellaneous	15,000,000	-	15,000,000	735,078	-	14,264,922	95.10%
Total Revenues	128,465,220	-	128,465,220	21,857,272	-	106,607,948	82.99%
Expenditures							
Transit	1,064,740	-	1,064,740	481,787	-	582,953	54.75%
Project Delivery	127,400,480	(20,724,339)	106,676,141	26,964,024	-	79,712,117	74.72%
Total Expenditures	128,465,220	(20,724,339)	107,740,881	27,445,811	-	80,295,070	74.53%
Other Financing Sources							
Transfers out	-	(20,724,339)	(20,724,339)	(20,724,339)	-	-	0.00%
Total Other Financing Sources	-	(20,724,339)	(20,724,339)	(20,724,339)	-	-	0.00%
Revenues Over (Under) Expenditures	-	-	-	(26,312,878)	-	26,312,878	
FEDERAL TRANSIT ADMINISTRATION FUND							
Revenues							
Intergovernmental	10,011,000	-	10,011,000	139,908	-	9,871,092	98.60%
Total Revenues	10,011,000	-	10,011,000	139,908	-	9,871,092	98.60%
Expenditures							
Transit	10,011,000	41,582,155	51,593,155	29,211,008	260	22,381,887	43.38%
Total Expenditures	10,011,000	41,582,155	51,593,155	29,211,008	260	22,381,887	43.38%
Revenues Over (Under) Expenditures	-	(41,582,155)	(41,582,155)	(29,071,100)	(260)	(12,510,795)	

Note: Transfers in are from LTF, STA, and SGR revenue for budget purposes. The comprehensive annual financial report accounts for the activity in the individual funds of LTF, STA, and SGR, not the general fund.

Attachment: Budget to Actual 3rd Qtr 2023 (9723 : Budget to Actual Report - 3rd Qtr 2022/2023)

Fiscal Year 2022-2023
Thrid Quarter Budget to Actual Report
March 31, 2023

	2022-2023 Original Budget	Amendments	2022-2023 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
STATE HIGHWAY FUND							
Revenues							
Intergovernmental	104,310,107	-	104,310,107	33,580,801	-	70,729,306	67.81%
Total Revenues	104,310,107	-	104,310,107	33,580,801	-	70,729,306	67.81%
Expenditures							
General Government	12,462	-	12,462	256	-	12,206	97.95%
Regional & Subregional Planning	211,242	100,000	311,242	229,862	-	81,380	26.15%
Transit	22,100,600	(1,000,000)	21,100,600	4,953,941	-	16,146,659	76.52%
Project Delivery	81,141,507	-	81,141,507	38,300,376	-	42,841,131	52.80%
Fund Administration	844,296	(100,000)	744,296	614,328	-	129,968	17.46%
Total Expenditures	104,310,107	(1,000,000)	103,310,107	44,098,763	-	59,211,344	57.31%
Revenues Over (Under) Expenditures	-	1,000,000	1,000,000	(10,517,962)	-	11,517,962	
PROPOSITION 1B FUND							
Revenues							
Intergovernmental	14,733,541	-	14,733,541	2,169,866	-	12,563,675	85.27%
Investment Earnings	1,898,025	-	1,898,025	14,642	-	1,883,383	99.23%
Total Revenues	16,631,566	-	16,631,566	2,184,508	-	14,447,058	86.87%
Expenditures							
Transit	10,094,214	(2,882,558)	7,211,656	7,211,656	-	-	0.00%
Project Delivery	6,462,352	-	6,462,352	2,192,408	-	4,269,944	66.07%
Total Expenditures	16,556,566	(2,882,558)	13,674,008	9,404,064	-	4,269,944	31.23%
Other Financing Sources							
Transfers in	-	1,805,948	1,805,948	1,805,948	-	-	0.00%
Total Other Financing Sources	-	1,805,948	1,805,948	1,805,948	-	-	0.00%
Revenues Over (Under) Expenditures	75,000	4,688,506	4,763,506	(5,413,608)	-	10,177,114	
LOCAL TRANSPORTATION FUND							
Revenues							
Sales Tax-LTF	133,685,831	-	133,685,831	87,595,981	-	46,089,850	34.48%
Investment Earnings	2,000,000	-	2,000,000	5,138,959	-	(3,138,959)	-156.95%
Total Revenues	135,685,831	-	135,685,831	92,734,940	-	42,950,891	31.65%
Expenditures							
Transit	113,186,500	-	113,186,500	60,726,945	108,885	52,350,670	46.25%
Total Expenditures	113,186,500	-	113,186,500	60,726,945	108,885	52,350,670	46.25%
Other Financing Sources							
Transfers out	(23,314,726)	-	(23,314,726)	(15,177,140)	-	(8,137,586)	34.90%
Total Other Financing Sources	(23,314,726)	-	(23,314,726)	(15,177,140)	-	(8,137,586)	34.90%
Revenues Over (Under) Expenditures	(815,395)	-	(815,395)	16,830,855	(108,885)	(17,537,365)	
STATE TRANSIT ASSISTANCE FUND							
Revenues							
Intergovernmental	28,640,408	-	28,640,408	19,015,522	-	9,624,886	33.61%
Investment Earnings	1,050,000	-	1,050,000	2,220,280	-	(1,170,280)	-111.46%
Total Revenues	29,690,408	-	29,690,408	21,235,802	-	8,454,606	28.48%
Expenditures							
Transit	26,234,448	-	26,234,448	(2,075,501)	-	28,309,949	107.91%
Total Expenditures	26,234,448	-	26,234,448	(2,075,501)	-	28,309,949	107.91%
Other Financing Sources							
Transfers out	(17,381,710)	-	(17,381,710)	(2,155,497)	-	(15,226,213)	87.60%
Total Other Financing Sources	(17,381,710)	-	(17,381,710)	(2,155,497)	-	(15,226,213)	87.60%
Revenues Over (Under) Expenditures	(13,925,750)	-	(13,925,750)	21,155,806	-	(35,081,556)	

Note: Intergovernmental revenue (from State Transit Assistance) is net of the amount allocated to SBCTA and accounted for in the General Fund.

Attachment: Budget to Actual 3rd Qtr 2023 (9723 : Budget to Actual Report - 3rd Qtr 2022/2023)

Fiscal Year 2022-2023
Thrid Quarter Budget to Actual Report
March 31, 2023

	2022-2023 Original Budget	Amendments	2022-2023 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
SENATE BILL 1 Fund							
Revenues							
Intergovernmental	56,830,002	-	56,830,002	9,277,127	-	47,552,875	83.68%
Total Revenues	56,830,002	-	56,830,002	9,277,127	-	47,552,875	83.68%
Expenditures							
Commuter and Motorist Assistance	2,211,530	-	2,211,530	1,329,590	-	881,940	60.12%
Regional & Subregional Planning Program	432,000	-	432,000	159,221	-	272,779	36.86%
Transit	16,250,000	(1,000,000)	15,250,000	-	-	15,250,000	100.00%
Major Project Delivery	36,241,981	-	36,241,981	8,609,657	-	27,632,324	23.76%
Total Expenditures	55,135,511	(1,000,000)	54,135,511	10,098,468	-	44,037,043	81.35%
Revenues Over (Under) Expenditures	1,694,491	1,000,000	2,694,491	(821,341)	-	3,515,832	
MEASURE I 1990-2010 FUND							
Revenues							
Investment Earnings	42,000	-	42,000	48,021	-	(6,021)	-14.34%
Total Revenues	42,000	-	42,000	48,021	-	(6,021)	-14.34%
Expenditures							
Project Delivery	1,808,481	-	1,808,481	385,611	-	1,422,870	78.68%
Total Expenditures	1,808,481	-	1,808,481	385,611	-	1,422,870	78.68%
Other Financing Sources							
Gain (loss) from Sale of Assets	-	-	-	35	-	35	0.00%
Total Other Financing Sources	-	-	-	35	-	(35)	0.00%
Revenues Over (Under) Expenditures	(1,766,481)	-	(1,766,481)	(337,555)	-	(1,428,926)	
MEASURE I 2010-2040 FUND							
Revenues							
Sales Tax-MSI	247,500,000	-	247,500,000	168,269,051	-	79,230,949	32.01%
Investment Earnings	3,743,000	-	3,743,000	5,024,513	-	(1,281,513)	-34.24%
Total Revenues	251,243,000	-	251,243,000	173,293,564	-	77,949,436	31.03%
Expenditures							
General Government	1,145,662	(46,000)	1,099,662	640,969	-	458,693	41.71%
Environment and Energy Conservation	280,232	(2,500)	277,732	34,452	-	243,280	87.60%
Commuter and Motorist Assistance	996,821	(30,000)	966,821	91,070	-	875,751	90.58%
Regional & Subregional Planning	1,407,228	-	1,407,228	628,659	-	778,569	55.33%
Transit	39,153,104	23,412,088	62,565,192	45,782,489	86,140	16,696,563	26.69%
Project Delivery	294,314,453	(75,729)	294,238,724	140,538,170	415,612	153,284,942	52.10%
Fund Administration	145,038,276	-	145,038,276	56,726,035	749,000	87,563,241	60.37%
Total Expenditures	482,335,776	23,257,859	505,593,635	244,441,844	1,250,752	259,901,039	51.41%
Other Financing Sources							
Transfers in	125,394,175	-	125,394,175	91,822,355	-	33,571,820	26.77%
Transfers out	(19,013,335)	(1,881,677)	(20,895,012)	(17,644,507)	-	(3,250,505)	15.56%
Total Other Financing Sources	106,380,840	(1,881,677)	104,499,163	74,177,848	-	30,321,315	29.02%
Revenues Over (Under) Expenditures	(124,711,936)	(25,139,536)	(149,851,472)	3,029,568	(1,250,752)	(151,630,288)	

Note: Sales tax - MSI is net of the 1% for Measure I Administration and accounted for in the General Fund.

Attachment: Budget to Actual 3rd Qtr 2023 (9723 : Budget to Actual Report - 3rd Qtr 2022/2023)

Fiscal Year 2022-2023
Thrid Quarter Budget to Actual Report
March 31, 2023

	2022-2023 Original Budget	Amendments	2022-2023 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
DEBT SERVICE FUND							
Revenues							
Investment Earnings	-	-	-	108,238	-	(108,238)	0.00%
Total Revenues	-	-	-	108,238	-	(108,238)	0.00%
Expenditures							
Debt Service	13,266,915	-	13,266,915	13,256,163	-	10,752	0.08%
Total Expenditures	13,266,915	-	13,266,915	13,256,163	-	10,752	0.08%
Other Financing Sources							
Operating Transfers In	13,266,915	-	13,266,915	9,935,184	-	3,331,731	25.11%
Total Other Financing Sources	13,266,915	-	13,266,915	9,935,184	-	3,331,731	25.11%
Revenues Over (Under) Expenditures	-	-	-	(3,212,741)	-	3,212,741	
CAPITAL PROJECTS FUND							
Revenues							
Intergovernmental	90,671,461	-	90,671,461	9,636,349	-	81,035,112	89.37%
Investment Earnings	2,074,240	-	2,074,240	308,745	-	1,765,495	85.12%
Miscellaneous	7,861,675	-	7,861,675	136,197	-	7,725,478	98.27%
Total Revenues	100,607,376	-	100,607,376	10,081,291	-	90,526,085	89.98%
Expenditures							
Environment and Energy Conservation	659,500	-	659,500	82,926	-	576,574	87.43%
Commuter and Motorist Assistance	501,340	-	501,340	269,807	-	231,533	46.18%
Regional & Subregional Planning	251,255	-	251,255	33,904	-	217,351	86.51%
Transit	57,562,643	(51,582,155)	5,980,488	3,125,043	-	2,855,445	47.75%
Project Delivery	39,150,996	20,800,068	59,951,064	11,014,987	146,973	48,789,104	81.38%
Fund Administration	1,229,700	-	1,229,700	-	-	1,229,700	100.00%
Total Expenditures	99,355,434	(30,782,087)	68,573,347	14,526,667	146,973	53,899,707	78.60%
Other Financing Sources							
Gain (loss) from Sale of Assets	-	-	-	132	-	(132)	0.00%
Operating Transfers in	-	20,875,865	20,875,865	20,875,865	-	-	0.00%
Operating Transfers out	-	(75,797)	(75,797)	(75,797)	-	-	0.00%
Total Other Financing Sources	-	20,800,068	20,800,068	-	-	(132)	0.00%
Revenues Over (Under) Expenditures	1,251,942	51,582,155	52,834,097	(4,445,376)	(146,973)	36,626,246	
NONMAJOR GOVERNMENTAL FUNDS - EXCLUDING COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	11,243,851	-	11,243,851	3,193,757	-	8,050,094	71.60%
Investment Earnings	44,800	-	44,800	80,950	-	(36,150)	-80.69%
Miscellaneous	45,000	-	45,000	-	-	45,000	100.00%
Total Revenues	11,333,651	-	11,333,651	3,274,707	-	8,058,944	71.11%
Expenditures							
General Government	87,540	28,000	115,540	62,868	1,000	51,672	44.72%
Commuter and Motorist Assistance	3,849,541	30,000	3,879,541	2,000,130	54,673	1,824,738	47.03%
Regional & Subregional Planning	440,479	-	440,479	66,650	-	373,829	84.87%
Transit	4,262,000	(2,200,000)	2,062,000	29,512	-	2,032,488	98.57%
Total Expenditures	8,639,560	(2,142,000)	6,497,560	2,159,160	55,673	4,282,727	65.91%
Other Financing Sources							
Transfers in	-	7,375	7,375	7,375	-	-	0.00%
Transfers out	(315,314)	(7,375)	(322,689)	(322,689)	-	-	0.00%
Total Other Financing Sources	(315,314)	-	(315,314)	(315,314)	-	-	0.00%
Revenues Over (Under) Expenditures	2,378,777	2,142,000	4,520,777	800,233	(55,673)	3,776,217	

Attachment: Budget to Actual 3rd Qtr 2023 (9723 : Budget to Actual Report - 3rd Qtr 2022/2023)

Fiscal Year 2022-2023
Thrid Quarter Budget to Actual Report
March 31, 2023

	2022-2023 Original Budget	Amendments	2022-2023 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	2,214,477	-	2,214,477	253,585	-	1,960,892	88.55%
Special Assessments	331,276	-	331,276	331,276	-	-	0.00%
Investment Earnings	9,500	-	9,500	15,414	-	(5,914)	-62.25%
Miscellaneous	225,000	-	225,000	65,864	-	159,136	70.73%
Total Revenues	<u>2,780,253</u>	<u>-</u>	<u>2,780,253</u>	<u>666,139</u>	<u>-</u>	<u>2,114,114</u>	<u>76.04%</u>
Expenditures							
General Government	869,806	(96,119)	773,687	243,541	-	530,146	68.52%
Environment and Energy Conservation	1,139,753	(924,020)	215,733	62,455	-	153,278	71.05%
Regional & Subregional Planning	1,021,632	-	1,021,632	319,074	-	702,558	68.77%
Council of Governments	-	924,020	924,020	16,071	-	907,949	98.26%
Total Expenditures	<u>3,031,191</u>	<u>(96,119)</u>	<u>2,935,072</u>	<u>641,141</u>	<u>-</u>	<u>2,293,931</u>	<u>78.16%</u>
Other Financing Sources							
Transfers in	130,614	-	130,614	-	-	130,614	100.00%
Transfers out	(685,385)	-	(685,385)	(554,771)	-	(130,614)	19.06%
Total Other Financing Sources	<u>(554,771)</u>	<u>-</u>	<u>(554,771)</u>	<u>(554,771)</u>	<u>-</u>	<u>-</u>	<u>0.00%</u>
Revenues Over (Under) Expenditures	<u>(805,709)</u>	<u>96,119</u>	<u>(709,590)</u>	<u>(529,773)</u>	<u>-</u>	<u>(179,817)</u>	

Attachment: Budget to Actual 3rd Qtr 2023 (9723 : Budget to Actual Report - 3rd Qtr 2022/2023)

Minute Action

AGENDA ITEM: 4

Date: July 5, 2023

Subject:

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

Recommendation:

Receive and file Change Order Report.

Background:

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

- A. Contract No. 16-1001531 with Stadler US for Redlands Passenger Rail Project (RPRP) Diesel Multiple Units (DMU) procurement has had no CCOs executed since the last report.
- B. Contract No. 17-1001705 with Flatiron West, Inc. (Flatiron) for the RPRP Mainline Construction has had no CCOs executed since the last report:
- C. Contract No. 19-1002070 with Granite Construction Company (Granite) for the Redlands Passenger Rail Project Arrow Maintenance Facility has had no CCOs executed since the last report.
- D. Contract No. 20-1002310 with Stadler US for Zero Emission Multiple Unit (ZEMU) Rail Vehicle Procurement has had no CCOs executed since the last report.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was received by the Transit Committee on June 15, 2023.

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

Rail and Transit Construction Contracts

RPRP- Vehicle Procurement From Stadler US (16-1001531)		
Executed Change Orders		
Number	Description	Amount
CCO TOTAL		\$1,232,746.83
APPROVED CONTINGENCY		\$2,070,508.00
REMAINING CONTINGENCY		\$837,761.17
RPRP- Mainline Construction Flatiron West, Inc (17-1001705)		
Executed Change Orders		
Number	Description	Amount
CCO TOTAL		\$24,580,968.81
APPROVED CONTINGENCY		\$24,634,814.59
REMAINING CONTINGENCY		\$53,845.78
RPRP- Arrow Maintenance Facility (AMF) Granite Construction Company (19-1002070)		
Executed Change Orders		
Number	Description	Amount
CCO TOTAL		\$6,131,139.71
APPROVED CONTINGENCY		\$6,638,400.00
REMAINING CONTINGENCY		\$507,260.29
ZEMU- Vehicle Procurement From Stadler US (20-1002310)		
Executed Change Orders		
Number	Description	Amount
CCO TOTAL		\$27,911.00
APPROVED CONTINGENCY		\$500,000.00
REMAINING CONTINGENCY		\$472,089.00

Minute Action

AGENDA ITEM: 5

Date: July 5, 2023

Subject:

Construction Contract Change Orders to On-Going Construction Contracts

Recommendation:

Receive and file Change Order Report.

Background:

San Bernardino County Transportation Authority (SBCTA) department of Project Delivery has 14 on-going construction contracts, of which eight have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on May 11, 2023. The CCOs are listed below:

A. Contract No. 19-1002181 with Granite Construction Company, for the Archibald Avenue Improvements Project at State Route (SR) 60:

- 1) CCO 51: Resolve disputes, claims and outstanding payments for all work performed by Marina Landscape (\$370,002.60)

B. Contract No. 19-1002078 with Guy F. Atkinson Construction, LLC, for the SR 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation Project:

- 1) CCO 24.2: Maintain electrical systems (\$70,000)
- 2) CCO 71: Add median concrete barrier type 60MS per California Department of Transportation (Caltrans) standard plan (\$97,358.88)
- 3) CCO 96: Repair bridge expansion joint spalls (\$30,000)

C. Contract No. 19-1002196 with Security Paving Company Inc., for Central Avenue Improvements Project at SR 60:

- 1) CCO 18.1: Import fill material (\$40,000)
- 2) CCO 35: Additional clearing, tree removal and groundcover removal for full resolution of potential Claim Record No. 1 (\$26,529.91)

D. Contract No. 17-1001678 with Griffith Company, for Interstate 215 (I-215) Segment 1 & 3 Landscape Replacement Project: There are no newly executed CCOs since last report.

E. Contract No. 17-1001614 with Diversified Landscape Company, for I-215 Segment 2 Landscape Replacement Project: There are no newly executed CCOs since last report.

F. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for Interstate 10 (I-10) Corridor Contract 1 Design Build Contract:

- 1) CCO 68.1: Replace portion of existing, cracked 21' diameter sewer pipe (\$50,330)

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 2

- 2) CCO 81.1: Reconstruct curb, walkway and landscape portions of Freedom Plaza (\$38,000)
- 3) CCO 82.1: Resolve existing Southern California Edison utility conflict (\$165,323)
- 4) CCO 91: Remove abandoned conduits and vaults along 4th Street (\$545,126)
- 5) CCO 96: Additional work required by the contract reference documents, structures and Project Aesthetics & Landscape Manual revisions (\$375,405)
- 6) CCO 97: Resolve impact due to 4' x 2' reinforced concrete box in conflict with project improvements (\$12,130)

G. Contract 18-1001967 with C.A. Rasmussen, Inc., for US 395 Phase I Widening Project: There are no newly executed CCOs since last report.

H. Contract 16-1001461 with Pulice Construction, Inc., for Monte Vista Avenue Grade Separation Project: There are no newly executed CCOs since last report.

I. Contract No. 18-1001966 with Traylor-Granite Joint Venture, for Mount Vernon Avenue Viaduct Project Design Build:

- 1) CCO 23: Design additional landscaping (\$61,044.50)
- 2) CCO 24: Add new fire service to east railyard (\$21,065.50)
- 3) CCO 26: Modifications to the design of the Americans with Disabilities Act ramps due to available right-of-way (\$15,950)

J. Contract No. 20-1002290 with SEMA Construction, Inc., for I-10 University Street Interchange Improvements Project: There are no newly executed CCOs since last report.

K. Contract No. 21-1002620 with Ortiz Enterprises, Inc., for I-10 Alabama Street Improvement Project:

- 1) CCO 12: Additional hydro-seed and hydro-mulch for erosion protection (\$8,796.43)

L. Contract No. 22-1002784 with Security Paving Company, Inc., for I-10 Cedar Avenue Improvement Project:

- 1) CCO 5: Maintain traffic signals and highway lighting (\$50,000)
- 2) CCO 7: Storm water pollution protection plan (\$12,300)
- 3) CCO 9: Maintain electrical systems (\$30,000)

M. Contract No. 22-1002780 with Skanska USA Civil West California District Inc., for North 1st Avenue Bridge Over BNSF Project:

- 1) CCO 6: Payment adjustment for oil price index fluctuations (\$25,000)
- 2) CCO 7: Pothole, expose, cut and cap abandoned sewer laterals in conflict with the soil nail wall construction (\$10,000)

San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 3

- 3) CCO 8: Re-sequence secant pile and abutment pile operation to avoid work stoppage during soil testing and evaluation (\$30,0000)

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0887 State Route 210 Lane Addition, Sub-Task No. 0827 Mount Vernon Avenue Viaduct, Sub-Task No. 0895 I-10 Alabama Street Improvement Project, Sub-Task No. 0823 I-10 Corridor Contract 1, Sub-Task No. 0811 North 1st Avenue Bridge Over BNSF Project, Sub-Task No. 0894 Archibald Avenue Improvements Project at SR-60, Sub-Task No. 0893 Central Avenue Improvements Project at SR-60 and Sub-Task No. 0897 I-10 Cedar Avenue Improvement Project.

Reviewed By:

This item was received by the Board of Directors Metro Valley Study Session on June 15, 2023.

Responsible Staff:

Timothy Byrne, Director of Toll Operations

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

Project Delivery Contracts		
Archibald Avenue Improvements Project at SR 60 (19-1002181)		
Executed Change Orders		
Number	Description	Amount
51	Resolve disputes, claims and outstanding payments for all work performed by Marina Landscape.	\$370,002.60
CCO TOTAL		\$1,723,232.91
APPROVED CONTINGENCY		\$2,122,333.00
REMAINING CONTINGENCY		\$399,100.09
SR 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation (19-1002078)		
Executed Change Orders		
Number	Description	Amount
24.2	Maintain electrical systems.	\$70,000.00
71	Add median concrete barrier type 60MS per Caltrans standard plan.	\$97,358.88
96	Repair bridge expansion joint spalls.	\$30,000.00
CCO TOTAL		\$26,799,250.39
APPROVED CONTINGENCY		\$34,927,790.07
REMAINING CONTINGENCY		\$8,128,539.68
Central Avenue Improvements Project at SR 60 (19-1002196)		
Executed Change Orders		
Number	Description	Amount
18.1	Import fill material.	\$40,000.00
35	Additional clearing, tree removal and groundcover removal for full resolution of potential Claim Record No. 1.	\$26,529.91
CCO TOTAL		\$509,953.91
APPROVED CONTINGENCY		\$2,912,039.00
REMAINING CONTINGENCY		\$2,402,085.09
I-215 Segment 1 & 3 Landscape Replacement Project (17-1001678)		
Executed Change Orders		
Number	Description	Amount
CCO TOTAL		\$422,073.52
APPROVED CONTINGENCY		\$812,748.38
REMAINING CONTINGENCY		\$390,674.86
I-215 Segment 2 Landscape Replacement Project (17-1001614)		
Executed Change Orders		
Number	Description	Amount

Attachment: MVSS CCO Log Project Delivery (9745 : Construction Contract Change Orders MVSS2306)

Project Delivery Contracts		
CCO TOTAL		\$362,649.23
APPROVED CONTINGENCY		\$502,203.56
REMAINING CONTINGENCY		\$139,554.33
I-10 Corridor Contract 1 (17-1001599)		
Design Build - Executed Change Orders		
Number	Description	Amount
68.1	Replace portion of existing, cracked 21' diameter sewer pipe.	\$50,330.00
81.1	Reconstruct curb, walkway and landscape portions of Freedom Plaza.	\$38,000.00
82.1	Resolve existing Southern California Edison utility conflict.	\$165,323.00
91	Remove abandoned Frontier conduits and vaults along 4th Street.	\$545,126.00
96	Additional work required by the contract reference documents, structures and Project Aesthetics & Landscape Manual revisions.	\$375,405.00
97	Resolve impact due to 4' x 2' reinforced concrete box in conflict with project improvements.	\$12,130.00
CCO TOTAL		\$16,186,898.48
APPROVED CONTINGENCY		\$51,369,000.00
REMAINING CONTINGENCY		\$35,182,101.52
US 395 Phase 1 Widening Project (18-1001967)		
Executed Change Orders		
Number	Description	Amount
CCO TOTAL		\$2,194,906.95
APPROVED CONTINGENCY		\$8,741,611.75
REMAINING CONTINGENCY		\$6,546,704.80
Monte Vista Grade Separation (16-1001461)		
Executed Change Orders		
Number	Description	Amount
CCO TOTAL		\$869,302.95
APPROVED CONTINGENCY		\$2,498,958.60
REMAINING CONTINGENCY		\$1,629,655.65
Mount Vernon Avenue Viaduct (18-1001966)		
Design Build Executed Change Orders		
Number	Description	Amount
23	Design additional landscaping.	\$61,044.50
24	Add new fire service to east railyard.	\$21,065.50
26	Modifications to the design of the ADA ramps due to available right-of-way.	\$15,950.00

Project Delivery Contracts		
CCO TOTAL		\$4,747,385.92
APPROVED CONTINGENCY		\$17,230,000.00
REMAINING CONTINGENCY		\$12,482,614.08
I-10 University Street Improvement Project (20-1002290)		
Executed Change Orders		
Number	Description	Amount
CCO TOTAL		\$1,203,571.72
APPROVED CONTINGENCY		\$1,500,590.00
REMAINING CONTINGENCY		\$297,018.28
I-10 Alabama Street Improvement Project (21-1002620)		
Executed Change Orders		
Number	Description	Amount
12	Additional hydro-seed and hydro-mulch for erosion protection.	\$8,796.43
CCO TOTAL		\$237,842.35
APPROVED CONTINGENCY		\$1,338,886.33
REMAINING CONTINGENCY		\$1,101,043.98
I-10 Cedar Avenue Improvement Project (22-1002784)		
Executed Change Orders		
Number	Description	Amount
5	Maintain traffic signals and highway lighting.	\$50,000.00
7	Storm water pollution protection plan.	\$12,300.00
9	Maintain electrical systems.	\$30,000.00
CCO TOTAL		\$205,300.00
APPROVED CONTINGENCY		\$8,098,400.00
REMAINING CONTINGENCY		\$7,893,100.00
North 1st Avenue Bridge Over BNSF Project (22-1002780)		
Executed Change Orders		
Number	Description	Amount
6	Payment adjustment for oil price index fluctuations.	\$25,000.00
7	Pothole, expose, cut and cap abandoned sewer laterals in conflict with the soil nail wall construction.	\$10,000.00
8	Re-sequence secant pile and abutment pile operation to avoid work stoppage during soil testing and evaluation.	\$30,000.00
CCO TOTAL		\$172,628.62
APPROVED CONTINGENCY		\$3,561,922.00
REMAINING CONTINGENCY		\$3,389,293.38

Minute Action

AGENDA ITEM: 6

Date: July 5, 2023

Subject:

Fiscal Year 2022/2023 Budget Action Plan - Fourth Quarter Report

Recommendation:

Receive the Fiscal Year 2022/2023 Budget Action Plan - Fourth Quarter Report.

Background:

The San Bernardino County Transportation Authority's (SBCTA) Fiscal Year 2022/2023 Budget Action Plan (BAP) establish the Board of Directors priorities for the year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SBCTA's progress in achieving the Board's priorities. The Executive Director or his designee will provide quarterly updates on the status of the goals as listed in the attached BAP.

Financial Impact:

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

Reviewed By:

This item was received by the General Policy Committee on June 14, 2023.

Responsible Staff:

Raymond Wolfe, Executive Director

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

6.a

Initiative #1: Transparent and Accountable Allocation Strategies				
Division Strategy: Complete timely audits of Measure I and Transportation Development Act recipients				
1A	Action Plan	Milestones	Milestone Status	Responsibility
	Manage and communicate with Audit firm to plan and complete annual audits.	Q2	Completed	Finance
	Monitor progress of audits.	Q2	Completed	
	Inform Committees and Board of status of audits.	Q3	Audits were reported to General Policy Committee in April 2023 and Board in May 2023.	
	Manage Transportation Development Act (TDA) triennial performance audits of SBCTA and transit operators.	Board approval to release request for proposals for audit services - Q4	The Board approved the release of the RFP with approval of the Fiscal Year 2022/2023 Budget. The RFP was released in March 2023 and the contract is scheduled for award in July 2023.	Fund Administration
	Notes			
Division Strategy: Update construction in progress and conduct annual inventory of capital assets				
1B	Action Plan	Milestones	Milestone Status	Responsibility
	Conduct biannual inventory of capital and inventorial assets, including updates to construction in progress (CIP).	Q2	CIP on schedule, inventory delayed to Q4.	Finance
	Notes			
Division Strategy: Use strategic programming to ensure that no funds are lost				
1C	Action Plan	Milestones	Milestone Status	Responsibility
	Manage projects closely with California Department of Transportation (Caltrans) to ensure adequate resources are available when projects are ready.	May 1 is Caltrans’ deadline for guaranteed access to federal Obligation Authority (OA) – Q4	Staff is monitoring the Statewide availability of Obligation Authority and expects sufficient OA to be available for projects planned for obligations in Federal Fiscal Year 2022/2023.	Fund Administration, Project Delivery, Transit
		June 30 is California Transportation Commission (CTC) deadline for project allocation or extension requests – Q4	Staff has monitored the progress of projects scheduled for allocation in FY 22/23 to ensure either allocation or extension will occur prior to July 2023.	
	Manage projects to ensure funds are not lost.	Request allocation of competitive grant funds for I-10 Truck Climbing Plan project - Q3	Funds were allocated for the I-10 Truck Climbing Lane project at the January 2023 CTC meeting. CTC approved an award extension to account for delays in receiving the Federal authorization to proceed with construction.	Fund Administration
		Request allocation of competitive grant funds for West Valley Connector project - Q3	Funds were allocated for the West Valley Connector project at the January 2023 CTC meeting. Staff has submitted a request to the CTC for an extension of the contract award deadline to account for delays in the ability to advertise the project for construction caused by unanticipated comments on the project design.	
		Request allocation of Planning, Programming and Monitoring funds for Fiscal Year 2023/2024 - Q4	Staff has submitted a request for allocation of these funds in June 2023.	
		Program Local Partnership Program formula share funds on I-15 Express Lanes Contract 1 - Q4	Local Partnership Program formula funds were approved for programming on the I-15 Express Lanes Contract 1 project by the CTC at their August 2022 meeting.	
		Request allocation or extension of competitive grant funds awards and State Transportation Improvement Program (STIP) for I-15 Express Lanes Contract 1 - Q4	Staff has submitted a request to extend the allocation deadline to account for delays in receiving Construction & Maintenance Agreements for the project.	
	Notes			
	Delays in I-215 University Interchange and then I-15 Express Lanes Contract 1 (which was chosen to exchange funds with the I-215 University Interchange project before construction delays were known) and programming opportunity limitations have put \$1.8 million of Federal Highway Infrastructure Program (HIP) funds at risk of rescission on September 30, 2023. Options are limited in protecting these funds, but staff is working with Los Angeles County Metropolitan Transportation Authority to arrange a potential fund exchange to mitigate against this loss of funds.			

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

6.a

Division Strategy: Protect San Bernardino County's equitable share of available state and federal funds				
1D	Action Plan	Milestones	Milestone Status	Responsibility
	Develop funding strategies that maximize resources available and result in opportunities to seize additional state and federal funds.	Ensure Obligation Authority and apportionment are available as new projects are ready while planning for implementation of the zero emission bus mandate - Q4	Staff will monitor the progress of projects scheduled for obligation in Federal Fiscal Year (FFY) 22/23 and FFY 23/24 to encourage delivery ahead of schedule while protecting funds available for future projects. Staff has submitted project amendments to SCAG ahead of the June 30, 2023, deadline to ensure that all federal formula funds available to SBCTA are programmed over the next four years to avoid loss of dedicated access to those funds.	Fund Administration, Project Delivery, Transit
	Notes			
	In November 2022, CalSTA issued a Call for Projects in the Transit and Intercity Rail Capital Program (TIRCP) to allow for the award of supplemental funds for existing TIRCP projects that had experienced a cost increase. Fund Administration coordinated with the Transit and Rail Department to submit project applications by the December 6, 2022, deadline for \$18.778 million for West Valley Connector and \$15.772 million for DMU to ZEMU. On January 31, 2023, CalSTA announced awards to both projects reducing the need to allocate funds to these projects that are eligible for operations costs.			
Division Strategy: Develop long-term bonding needs to help leverage other funds and deliver projects				
1E	Action Plan	Milestones	Milestone Status	Responsibility
	Establish plan for 2024 sales tax revenue bond program through development of the 2023 Update to the 10-Year Delivery Plan.	Monitor implementation of the 2021 Update to the 10-Year Delivery Plan and Measure I revenue receipts to identify need for short-term borrowing – Ongoing	Ongoing. Staff monitors project cost increases and reports the expected impact of these increases to the Board as contracts are approved.	Fund Administration (Finance, Project Delivery, Transit, Planning)
		Begin process of development of the 2023 Update to the 10-Year Delivery Plan for adoption by the Board in December 2023 - Q3	On Schedule	
	Notes			
Division Strategy: Manage geographic equity in fund distribution across the County				
1F	Action Plan	Milestones	Milestone Status	Responsibility
	Manage long-term strategy for ensuring geographic equity in fund distribution over the life of the Measure.	Work with Victor Valley Transit Authority to identify Federal funds required for implementation of the zero emission bus mandate in the North Desert and Victor Valley Subareas - Q2	A revised Congestion Mitigation and Air Quality (CMAQ) 10-Year Allocation Plan that identifies needs in the North Desert and Victor Valley Subareas separately was approved by the Board in November 2022.	Fund Administration (Transit)
	Notes			
Division Strategy: Manage SBCTA railroad right-of-way in an efficient and comprehensive fashion				
1G	Action Plan	Milestones	Milestone Status	Responsibility
	Manage SBCTA railroad right of way in an efficient and comprehensive fashion.	Ongoing	Ongoing	Transit
	Notes			
Initiative #2: Engender Public Trust				
Division Strategy: Secure an unmodified opinion of Comprehensive Annual Financial Report (CAFR)				
2A	Action Plan	Milestones	Milestone Status	Responsibility
	Plan audit meeting with Executive Board officers and Certified Public Accountant (CPA) firm.	Meet with Executive Board - Q2	Completed	Finance
	Notes			
	Meeting was held in July and December 2022.			

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

6.a

Division Strategy: Obtain Certificate of Achievement for Excellence in Financial Reporting				
2B	Action Plan	Milestones	Milestone Status	Responsibility
	Apply for Government Finance Officers Association (GFOA) award for the Annual Financial Report (Annual Report).	Q3	Completed	Finance
	Notes			
Division Strategy: Obtain Distinguished Budget Presentation Award				
2C	Action Plan	Milestones	Milestone Status	Responsibility
	Apply for GFOA award for annual budget.	Q1	Completed	Finance
	Notes			
Division Strategy: Complete internal control self-assessment to identify areas of improvement.				
2D	Action Plan	Milestones	Milestone Status	Responsibility
	Complete review of annual internal control self-assessment (AICA).	Q3	Completed	Finance
	Notes			
Division Strategy: Implement the Records Retention Schedule				
2E	Action Plan	Milestones	Milestone Status	Responsibility
	Continue with the implementation of the Records Retention Program, including establishing quarterly meetings with records coordinators, an annual clean up day and implementing a system that will automate disposition of documents that have passed retention.	Clean up day - Q1	Completed	Special Projects and Strategic Initiatives and Executive Administration and Support
		Identify the retention period for boxes located at SBCTA offsite storage for at least four (4) departments, one department per quarter.	Delayed as the revised retention schedule was not approved until December 2022. Four departments were completed in Q3.	
		Automate at least four (4) records series - Q4	Delayed. Staff continues to work with vendor on the implementation of a records retention system but it has taken longer than anticipated. One records series will be automated by end of June.	
	Notes			
Initiative #3: Focus on Creating and Strengthening Collaborative Partnerships with Governmental and Business Entities				
Division Strategy: Work with other governments and business groups to leverage resources for our region's benefit				
3A	Action Plan	Milestones	Milestone Status	Responsibility
	Prepare tools to assist local agencies with changes to statewide housing policies and environmental regulations.	Continue to explore a Housing Trust for our region as a way to leverage additional funds for affordable housing. Work with City/County Manager Technical Advisory Committee in Q1/Q2 and report to Board on possible actions and funding.	On Schedule	COG
	Partner with local and government agencies to improve opportunities in workforce development.	Work with state, County and cities to expand participation of our Business to Business event as a tool for improving access for smaller businesses - Event scheduled in Q2.	Delayed. This has been pushed out to 2023 Business to Business event. Presented an idea to the February CCMTAC of having a separate small business focused track at the B2B event.	
	Continue close coordination with Brightline West to support their construction along the San Gabriel Subdivision between I-15 and Cucamonga Station, as well as coordinated development of the Cucamonga Station.	Present Disposition and Development Agreement (DDA) and Associated Aerial Platform easement to Board for approval in October 2022.	Completed	Transit
	Notes			

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

6.a

Division Strategy: Enhance COG role				
3B	Action Plan	Milestones	Milestone Status	Responsibility
	Organize annual City/County Conference.	In person conference set for spring 2023.	Completed	COG
	Collaborate with Member Agencies through the COG Advisory Group during the decision-making process on items related to the COG work plan and any items related to the Countywide Vision.	Ongoing quarterly meetings with COG Advisory Group and periodic updates to City Managers.	Ongoing. COG Advisory Group is obsolete. The SBCOG decision-making process on items related to the COG work plan and Countywide Vision are undertaken by the CCMTAC directly and reported to the SBCOG Board for action. Made presentations in June.	
	Notes			
Division Strategy: Enhance SBCOG’s and the region’s ability to compete for grant funding				
3C	Action Plan	Milestones	Milestone Status	Responsibility
	Host grant writing workshop for our members and other local government partners.	Q4	Usually scheduled around Caltrans' Active Transportation Program (ATP) call for projects, but ATP call delayed.	COG
	Better communicate grant opportunities to member agencies.	Provide monthly updates to member agencies on new grant opportunities.	Ongoing. Also made presentation on grants to CCMTAC and GPC in June.	
	Notes			
Division Strategy: Assist local governments with environmental and efficiency initiatives				
3D	Action Plan	Milestones	Milestone Status	Responsibility
	Work with local agencies with Zero Emission Vehicle (ZEV) readiness plan and assist in identifying grant opportunities for charging infrastructure.	Include EV charging infrastructure grants when available in monthly grant updates.	Ongoing. Partnered with Caltrans and Mojave Desert AQMD on USDOT Charging and Fueling Infrastructure grant. And provided info to locals on fed/state grant opportunities for EV and H2 infrastructure funding.	Air Quality/Mobility/COG
	Assist local agencies with reducing energy consumption and achieving savings through formation of a Regional Energy Network (REN).	Adopt formal REN governing documents in Q1 and begin to implement programs in three focus areas of Public Sector, Workforce Education and Training, and Codes and Standards in Q2.	On Schedule. Program Agreement executed in Q3. Executive Committee meetings held in Q3 and Q4. Began City/County I-REN orientations and initiated Fellows Program.	
	Notes			
Initiative #4: Accelerate Delivery of Capital Projects				
Division Strategy: Deliver the Redlands Passenger Rail Project & Implement Arrow Service				
4A	Action Plan	Milestones	Milestone Status	Responsibility
	Start revenue service.	Q2	Completed	Transit
	Notes			
Division Strategy: Support Delivery the West Valley Connector Phase I				
4B	Action Plan	Milestones	Milestone Status	Responsibility
	Execute full funding grant agreement with the Federal Transit Administration (FTA) for the Small Starts funding and supplemental American Recovery Plan funding.	Q1	Completed. Grant signing event held on March 20.	Transit
	Issue Invitation for Bids (IFB) for construction.	Q3	Completed. IFB released May 15.	
	Notes			

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

6.a

Division Strategy: Produce Zero Emission Multiple Unit				
4C	Action Plan	Milestones	Milestone Status	Responsibility
	Begin dynamic testing in Europe.	Q2	Completed.	Transit
	Notes			
	Testing in Europe concluded on 5/26. ZEMU will be prepared for shipping to US and anticipated to arrive in US early August and presented at the APTA Expo in October 2023. Testing will then continue in Pueblo, Colorado until summer 2024.			
Division Strategy: Deliver the Tunnel to ONT Project				
4D	Action Plan	Milestones	Milestone Status	Responsibility
	Draft Environmental Document prepared.	Q4	Delayed to Q4 FY 23/24.	Transit
	Notes			
	Environmental technical studies are currently on-going as well as coordination with FTA. NEPA/CEQA approval delayed and anticipated Q4 FY 23/24.			
Division Strategy: Delivery of Capital Projects - Project Approval and Environmental Document (PA/ED) Milestones:				
4E	Action Plan	Milestones	Milestone Status	Responsibility
	SR-210 Waterman Ave Interchange	PA/ED approval - Q4	On Schedule	Project Delivery
	Notes			
Division Strategy: Delivery of Capital Projects - Plans, Specifications and Estimate (PS&E); Engineering Reports Milestones:				
4F	Action Plan	Milestones	Milestone Status	Responsibility
	ATP Metrolink Phase II	PS&E approval - Q1	Delayed to Q4 - Due to delays in processing the Construction and Maintenance Agreement with Southern California Regional Railroad Authority (SCRRA) and License Maintenance Agreement with the City of Montclair. Cooperative amendments and environmental revalidation were needed due to design modifications. Modifications also caused delays in funding allocation currently scheduled for May 2023 CTC. Design is approved by Cities and SBCTA Staff will request authorization to advertise at the July Board meeting.	Project Delivery
	I-215 Bi-County Landscaping	PS&E approval - Q1	Delayed to FY 23/24 Q2 - Due to design revisions required to meet the newly adopted Landscape Design Policy No. 34502. Design of I-215 Segment 5 landscaping is currently being incorporated.	
	I-10 Eastbound Truck Climbing Lane	PS&E approval - Q1	Delayed to Q2 - Due to incorporation of new Caltrans design standards and specifications released in October 2022. November 2022 approval.	
	I-215 University Parkway IC	PS&E approval - Q2	Delayed to FY 23/24 Q1 - Due to incorporation of new Caltrans design standards and specifications released in October 2022. Also, due to final design refinements and incorporation of tree planting as mitigation.	
	I-15 Corridor Freight and Express Lanes Contract 1	PS&E approval - Q4	On Schedule	
	Notes			

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

6.a

Division Strategy: Delivery of Capital Projects - Construction Milestones:

4G	Action Plan	Milestones	Milestone Status	Responsibility
	North First Avenue Bridge over BNSF	Start construction - Q1	Delayed to Q3 - Extended bid duration due to additional efforts to protect Security Sensitive Information (SSI) and address additional bidder inquiries. Caltrans concurrence with DBE good faith effort. Started January 2023	Project Delivery
	I-10 Cedar Avenue Interchange	Start construction - Q1	Delayed to Q3 - Delay in approval of Right of Way Certification due to coordination with UPRR on railroad Construction and Maintenance Agreement (CMA). Additional delays due to contractor insurance issues. Started January 2023	
	I-215 Bi-County Landscaping	Start construction - Q3	Delayed to FY 23/24 Q4 - Due to incorporation of construction phase with I-215 Segment-5 Landscape Project.	
	ATP Metrolink Phase II	Start construction - Q3	Delayed to FY 23/24 Q3 - Due to delays in processing the Construction and Maintenance Agreement with Southern California Regional Railroad Authority (SCRRA) and License Maintenance Agreement with the City of Montclair (completed). Cooperative amendments and environmental revalidation were needed due to design modifications. Modifications also caused delays in funding allocation currently scheduled for May 2023 CTC.	
	I-10 Eastbound Truck Climbing Lane	Start construction - Q3	Delayed to FY 23/24 Q3 - Due to delays of processing of regulatory permits by California Department of Fish and Wildlife (CDFW) and Regional Water Quality Control Board (RWQCB). Advertisement is pending final funding authorization from Caltrans.	
	SR-60 Central Avenue Interchange	Complete for Beneficial Use - Q1	Delayed to Q4 due to coordination efforts with adjacent Caltrans project to minimize conflicts.	
	I-10 Alabama Street Interchange	Complete for Beneficial Use - Q2	Delayed to Q3 - due to issues related to irrigation connection to City's waterline. Completed February 2023	
	SR-210 Base line Interchange	Complete for Beneficial Use - Q4	On Schedule	
	SR-210 Lane Addition	Complete for Beneficial Use - Q4	On Schedule	
	Notes			

Initiative #5: Maximize Funding Opportunities and Cost-Effectiveness of Investments

Division Strategy: Conduct regional forums to discuss issues of importance across our region

5A	Action Plan	Milestones	Milestone Status	Responsibility
	Advocate for policies and funding formulas at the state and federal levels that are favorable for SBCTA to construct and deliver transportation projects.	Oppose legislation that would mandate local transportation projects be prioritized by conformity to the state's climate goals (Assembly Bill 6) and limits on projects that increase highway capacity (Assembly Bill 7). Advocate for Build coalitions in support of state and federal transportation grant applications and budget items. Advocate for additional federal funding for local projects through Congressional Directed Funding program. Continue to build good working relationships and communication with state and federal officials.	Assembly Bill 6 and Assembly Bill 7 are pending committee hearings.	Legislative/Public Affairs
	Notes			

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

6.a

Initiative #6: Awareness of SBCTA Programs, Services, and Transit Options				
Division Strategy: Build awareness of SBCTA programs and services				
6A	Action Plan	Milestones	Milestone Status	Responsibility
	Highlight Measure I's contributions to the region's transportation system.	Annual state of transportation event; monthly blog series "Measure I (Impact)".	Ongoing	Legislative/Public Affairs, Fund Administration
	Market SBCTA identity, promote awareness of programs and services.	Employee spotlight blog series; SBCTA Today videos; Launch SBExpressLanes.com site; Arrow Education Program	Ongoing	Legislative/Public Affairs
	Notes			
	State of Transportation (B2B) event was held in person and with record attendance.			
Division Strategy: Leverage and grow public outreach and communication services				
6B	Action Plan	Milestones	Milestone Status	Responsibility
	Continue to enhance traditional and social media presence.	Provide project updates, alerts, and information.	Ongoing	Legislative/Public Affairs
	Utilize On-Call Public Outreach Contracts, On-Call Graphic Design Services Contracts, Marketing & Branding Services Contract, to utilize new tools and capitalize on communication opportunities throughout the region.	Provide services for Mt. Vernon Viaduct, I-10 Express Lanes, 210 freeway, ZEMU, N. First Avenue Bridge, I-10 Cedar, West Valley Connector, et al.	Outreach efforts continue on active projects.	Legislative/Public Affairs, Transit
	Utilize On-Call Graphic Design Services Contracts & Marketing and Branding Services Contract to support each department in their efforts to communicate internally and externally.	Provide assistance with presentations, graphics (i.e. Budget Book), and collateral materials.	Ongoing	Legislative/Public Affairs, Fund Administration
	Notes			
Division Strategy: Highlight transit options in San Bernardino County				
6C	Action Plan	Milestones	Milestone Status	Responsibility
	In partnership with transit operators, highlight transit connectivity options in the region.	Provide legislative information and updates, advocate at the state and federal levels for transit maintenance and operations funding.	Ongoing	Legislative/Public Affairs, Transit
	Support Omnitrans with implementation of pilot programs first/last mile shuttles from the Cucamonga Station and San Bernardino Transit Center that are coordinated with the Metrolink service schedule.	Q2	Completed	Transit
	Notes			
	ONT Shuttle (Cucamonga Station to ONT Airport) began service on 08/08/2022. SB Shuttle (SBTC to Downtown San Bernardino) started on 10/24/22 to coincide with the start of Arrow Service.			
Initiative #7: Long Range Strategic Planning				
Division Strategy: Analyze long range transportation strategy in a financially constrained framework				
7A	Action Plan	Milestones	Milestone Status	Responsibility
	Prepare a Long Range Multimodal Transportation Plan (LRMTP).	Complete bus rapid transit study for Valley - Q2	On schedule. Was determined that best path is to incorporate recommendations into SCAG Dedicated Transit Lanes Study. SCAG study was completed in December and adopted in January.	Planning, Transit, Fund Administration
		Initiate full LRMTP - Q3	Kickoff meeting held in February. Outreach Program initiated in June.	
	Complete San Bernardino County input on growth and projects to the Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).	Assist SCAG with local growth distribution update - Q3	On Schedule. Submitted local jurisdiction growth distribution input to SCAG for Tier 3 zones in Q2. Refining input in Q3.	Planning, Fund Administration
		Provide updated list of RTP projects to SCAG - Q3	On Schedule. Submitted input on RTP projects in Q2. Refined input in Q3.	
	Notes			

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

6.a

Division Strategy: Conduct strategic planning of Measure I projects and update policies to be consistent with practice				
7B	Action Plan	Milestones	Milestone Status	Responsibility
	Maintain Measure I Strategic Plan Parts 1 and 2.	Ongoing	No updates in Q4.	Planning, Fund Administration
	Notes			
Division Strategy: Provide current, quality planning data				
7C	Action Plan	Milestones	Milestone Status	Responsibility
	Support other departments with data analysis and mapping/Geographic Information System (GIS).	Multiple analysis/mapping efforts conducted for Project Delivery, Transit, and Air Quality/Mobility.	Ongoing	Planning
	Update SBTAM modeling system.	Complete updated SBTAM for testing - Q3	On Schedule	
		Complete Model Validation - Q4	On Schedule	
	Upgrade to new Congestion Monitoring System.	Initiate operation - Q1	Completed	
		Prepare documentation - Q2	Completed, and briefing for TTAC members held.	
	Incrementally implement an SBCTA agency-wide data and analytics dashboard.	Ongoing	Ongoing	
	Notes			
Division Strategy: Conduct subarea and modal studies				
7D	Action Plan	Milestones	Milestone Status	Responsibility
	Update Comprehensive Multimodal Corridor Plans with RCTC and Caltrans, to address SB 1 Solutions for Congested Corridors requirements.	Complete update - Q1	Completed	Planning
	Conduct SR-18/138 Corridor Study with Metro and Caltrans.	Prepare final report - Q3	Agreement reached with Caltrans to complete two PSR-PDS's. Project 1 is for near-term improvement with center median lane and profile improvements, with update to PSR-PDS in June/July. Project 2 is for longer-term four-lane divided facility, per presentation to MDC.	
	Notes			
Initiative #8: Environmental Stewardship, Sustainability, and Grant Applications				
Division Strategy: Monitor and Provide Input to State, Federal, and Regional Plans and Guidelines				
8A	Action Plan	Milestones	Milestone Status	Responsibility
	Provide technical comments on draft reports, plans, and guidelines from Caltrans, CTC, OPR, CARB, CalSTA, and other state agencies.	Comments provided in July on Final Tier 1 EIS/EIR for the RCTC Coachella Valley Rail Project	Ongoing. Participated in statewide workshops to update the statewide and regional transportation plan guidelines (CTP and RTP) in Q3/Q4. Provided comments on Caltrans System Investment Strategy through Self-Help Counties in Q4.	Planning, COG
	Prepare Grant Applications for SB1 and other funding.	Senate Bill 1 (SB1) Grants submitted - Q2	On Schedule. Worked with Brightline on federal RAISE application in Q3. Anticipating INFRA/Mega NOFO in Q4.	Planning, Fund Administration
		Award announcements - Q4	On Schedule. SB 1 announcements in June.	
	Notes			
The I-10 and US 395 TCEP applications submitted November 18. Metrolink Double Track December 2.				

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

6.a

Division Strategy: Assist jurisdictions, developers, and other stakeholders with area-wide sustainability studies				
8B	Action Plan	Milestones	Milestone Status	Responsibility
	Begin development of Vehicle Miles Traveled (VMT) mitigation bank and/or approaches to mitigation under SB 743.	Initiation of VMT mitigation bank - Q4 (conditioned on REAP funding and Board approval)	Initial application submitted to HCD through SCAG in Q3. HCD funding not confirmed, and implementation pushed to FY 23/24. SCAG released REAP funding call, and SBCTA/SBCOG submittals included \$28M under CTC program and \$18M under subregional program.	Planning
	Complete updated draft of the Regional Conservation Investment Strategy (RCIS).	Updated draft - Q3	RCIS submitted to CA Dept. of Fish and Wildlife in Q4. Undergoing public review.	
	Assist local agencies with housing initiatives under Regional Early Action Plan (REAP) 2.0.	Work with SCAG on REAP 2.0 application to California Housing and Community Development - Q2	Ongoing. Continuing assistance to local jurisdictions on Housing Elements and related matters using supplemental REAP 1.0 funds.	
	Notes			
	SBCTA coordinating with County on submittal of draft RCIS to California Department of Fish and Wildlife, and County staff is analyzing going to a Multiple Species Habitat Conservation Plan (MSHCP).			
Division Strategy: Prepare effective active transportation plans				
8C	Action Plan	Milestones	Milestone Status	Responsibility
	Prepare Active Transportation Plans: Safe Routes to School Program (with County).	Restart plan development following COVID - Q2	On Schedule	Planning
	Manage Transit Development Act (TDA) Article 3 bike/ped project invoicing.	Progress continuing.	Ongoing	
	Conduct Countywide Sidewalk Inventory, Phase 2.	Complete inventory, documentation, and update active transportation website with added data - Q3	Project completed.	
	Notes			
Division Strategy: Implement components of ATP Metrolink Station Accessibility Grant				
8D	Action Plan	Milestones	Milestone Status	Responsibility
	Implementation of Phase 2 of the Bicycle and Pedestrian improvements around the Metrolink Stations on the San Bernardino and Riverside Lines.	Complete final design - Q4	On Schedule	Planning, Project Delivery
	Notes			
Division Strategy: Develop and administer programs to improve the efficient use of our existing freeway network				
8E	Action Plan	Milestones	Milestone Status	Responsibility
	Implement a mobile call box program.	Release RFP for call handling for program - Q3	On schedule	Air Quality/Mobility
		Target for program implementation - Q2	Delayed to FY 23/24. Needs to occur after call handling contractor has been secured and able to implement systems/program.	
	Administer Freeway Service Patrol (FSP) and call box system to improve traffic safety, reduce congestion and traffic delays.	Ongoing. Present annual report on programs to Board - Q4	Ongoing.	
	Merge IE 511 with a regional SoCal 511.	Merger expected - Q1	The transition to merge the two systems has been completed. Delayed by a few months.	
	Merge the regional rideshare database with OCTA, LA Metro, RCTC, and VCTC enhancing ride matching functionality and customer experience.	Q2	Delayed to Q1 FY23/24.	Transit
	Notes			
For merging of the regional rideshare database milestone status, TripSpark, the database software company completed moving the individual databases to the new server and are in process of finalizing testing on the new server to make sure the merged database will function properly when launched. SBCTA is working with regional rideshare agencies to finalize Standard Operating Procedures for the merged database and a launch date that has minimal impacts to vanpool and rideshare reporting programs.				

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

San Bernardino County Transportation Authority
Fiscal Year 2022/2023 Budget Action Plan

6.a

Division Strategy: Support access to jobs, healthcare, and education while reducing roadway congestion.				
8F	Action Plan	Milestones	Milestone Status	Responsibility
	Administer multi-modal programs to reduce congestion and improve quality of life including coordination with transit providers and Consolidated Transportation Service Agencies (CTSA) serving San Bernardino County.	Work with the transit providers and CTSAs, to identify key activities for inclusion in the SBCTA LRMTTP, and proposed SBCTA budgets, based on the approved Public Transit-Human Services Transportation Coordination Plan – Q3	Ongoing. The multimodal working group has identified several projects including Free Fare Days, Countywide Marketing, Fare Capping, and Travel Training. There are other projects that discussion has begun on but will be included on the SBCTA LRMTTP once this project begins.	Transit, Fund Administration, Legislative/Public Affairs, Planning
	Notes			

Attachment: FY 22_23 Budget Action Plan Quarterly Update Template - 4th qtr (9731 : Fiscal Year

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

Minute Action

AGENDA ITEM: 7

Date: July 5, 2023

Subject:

Contract No. 21-1002552 for Information Services

Recommendation:

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

Approve Contract No. 21-1002552 with the County of San Bernardino Department of Innovation and Technology for information technology services related to payroll system services (EMACS), virtual private network (VPN) and aerial imagery for a period of five years and a not-to-exceed amount of \$130,000.

Background:

San Bernardino County Transportation Authority (SBCTA) has been utilizing the County of San Bernardino for information technology services for payroll system services (EMACS), virtual private network (VPN) and aerial imagery. These services were previously provided outside of a contract but will now be under contract. The contract is for a period of five years and staff is recommending its approval.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft contract.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

Contract Summary Sheet

7.a

General Contract Information

Contract No: 21-1002552 Amendment No.: _____
 Contract Class: Payable Department: Finance
 Vendor No.: 01937 Vendor Name: County of San Bernardino Department of Innovation and Technology
 Description: Information technology services related to payroll processing and aerial imagery

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	130,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	130,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	130,000.00

Contract Authorization

Board of Directors Date: 07/05/2023 Board Item # 9721

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? Yes No Budget Adjustment _____

Local _____ Services _____

Accounts Payable

Estimated Start Date: 07/05/2023 Expiration Date: 07/05/2028 Revised Expiration Date: _____

NHS: No QMP/QAP: No Prevailing Wage: No

Total Contract Funding: Total Contingency:

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	130,000.00	\$	-
GL:	7001	01	0400	0000	52001	43001000	Indirect		130,000.00		-
GL:									-		-
GL:									-		-
GL:									-		-
GL:									-		-
GL:									-		-
GL:									-		-
GL:									-		-
GL:									-		-
GL:									-		-

Lisa Lazzar

Hilda Flores

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS 21-1002552 (9721 : Information Technology Contract with County of San Bernardino)

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

**Contract Number**

ITD-23012

SAP Number

N/A

Innovation and Technology Department

Department Contract Representative	Adrian Danczyk
Telephone Number	(909) 388-0534
Customer	San Bernardino County Transportation Authority (6000-0862)
Customer Representative	Hilda Flores
Telephone Number	(909) 884-8276, ext. 162
Contract Term	7/5/2023 to 6/30/2028
Original Contract Amount	Based on Actual Usage
Amendment Amount	N/A
Total Contract Amount	Based on Actual Usage
Cost Center	N/A

INFORMATION TECHNOLOGY SERVICE REVENUE CONTRACT

This CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called, "County", and **San Bernardino County Transportation Authority**, hereinafter called "Customer".

Name	
San Bernardino County Transportation Authority	
Address	
1170 West Third Street, 2 nd Floor	
San Bernardino, CA 92410	
Telephone	Federal ID No. or Social Security No.
(909) 884 - 8276	

IT IS HEREBY AGREED AS FOLLOWS:

Attachment: 21-1002552-PDF (9721 : Information Technology Contract with County of San Bernardino)

A. CONTRACTED SERVICES (Select all that apply):☒ **General ITD Services (Attachment A)**

Defined as all services contained in Attachment A "ITD Rate Sheet – External Customers" with exception to Public Safety Communication Services.

☐ **Public Safety Communications Services (Attachment B)**

Defined under Public Safety Communication Services in Attachment B "ITD Rate Sheet – External Customers".

☐ **Wide Area Network (WAN) Services (Attachment C)**

Defined in Attachment C "Wide Area Network Services".

B. PROVISION OF SERVICES

This is the County standard revenue contract to provide information technology services, hereinafter, "Services," to Customer by the County Innovation and Technology Department, hereinafter, "ITD". Customer understands that County may elect to have other vendors provide similar professional services under other contracts.

All Services available under this Contract are listed in full in the Attachments and are detailed by Service name, Service description, rate, and charge measurement as applicable and as identified in the Attachments.

Services are initiated at Customer's request, subject to ITD's acceptance, and consist of the following types of charges, as further set forth in the Attachments:

- B.1** Per item; one-time charge as requested.
- B.2** Per month; per unit charge ongoing until Customer submits a request to cancel.
- B.3** Per hour; per work order, project, or quote.

C. CUSTOMER RESPONSIBILITIES

Customer will:

- C.1** Determine the Services needed, including any adjustments to ongoing Services.
- C.2** Initiate or cancel any Services via submission of a Help Desk Ticket. Contact County Help Desk by calling: 909-884-4884 or isdhelpdesk@isd.sbcounty.gov (email for non-urgent requests only).
- C.3** Promptly inform County, in writing, of any pending changes in programs/funding applicable to Services provided herein.

D. COUNTY RESPONSIBILITIES

County will:

- D.1** Provide the Services requested by Customer, subject to ITD's approval, and in accordance with established work schedules and County Board of Supervisor (Board) approved service rates in effect at the time Service is provided.
- D.2** Perform the Services in a workmanlike manner, but County assumes no liability for failure to provide or delay in providing Services under this Contract.
- D.3** Furnish the necessary equipment and personnel to perform the Services, but County assumes no liability for equipment failure or adverse consequences caused by such failed equipment.

E. GENERAL CONTRACT REQUIREMENTS**E.1 Contract Amendments**

Both parties agree that any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Customer and County.

E.2 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Customer either in whole or in part.

E.3 Permits

Customer is responsible for obtaining and paying any costs of all permits, licenses or approvals by any regulatory bodies having jurisdiction over the uses authorized herein, as appropriate.

E.4 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

E.5 Change of Address

Customer shall notify the County, in writing, of any change in mailing address within ten (10) business days of the change.

E.6 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

E.7 Confidentiality

To the extent applicable, if Customer is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Customer must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Customer must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Customer must immediately provide to the County any notice provided by a consumer to Customer pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Customer must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

Customer shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Customer or an agent of Customer or otherwise made available to Customer or Customer's agent in connection with this Contract; or, (2) information and/or data acquired, obtained, or learned by Customer or an agent of Customer regarding this Contract.

For the purposes of this provision and consistent with California Civil Code Section 1798.29, PII, is any information that can be used to distinguish or trace an individual's identity, for example, any combination of name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

E.8 Primary Point of Contact

Customer will designate an individual to serve as the primary point of contact for the Contract. Customer shall not change the primary contact without prior written notice to the County. Customer will also designate a back-up point of contact in the event the primary contact is not available.

E.9 Contract Authorization

Customer warrants and represents that the individual signing this Contract is a properly authorized representative of the Customer and has the full power and authority to enter into this Contract on the Customer's behalf.

E.10 County Representative

The County Chief Information Officer or his/her designee shall represent the County in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by County.

E.11 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is made in violation of the provisions of this Contract.

E.12 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

E.13 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

E.14 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

E.15 Release of Information

No news releases, advertisements, public announcements, or photographs arising out of the performance of the Contract or Customer's relationship with County may be made or used without prior written approval of the County, as applicable.

E.16 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

E.17 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Customer or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Customer and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed.

E.18 Termination for Convenience

The County and the Customer each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the Services provided hereunder. Upon such termination, payment will be made to the County for Services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice County shall promptly discontinue Services unless the notice directs otherwise.

E.19 Contract Exclusivity

This is not an exclusive Contract. Customer reserves the right to enter into a contract with other contractors for the same or similar services. The Customer does not guarantee or represent that

the County will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

E.20 Information Dispute Resolution

In the event the Customer determines that Service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

E.21 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, and San Bernardino District.

F. TERM OF CONTRACT

This Contract is effective as of July 5, 2023 (Effective Date) and remains in effect for a period of five (5) years, unless terminated earlier in accordance with provisions of this Contract.

G. TERMINATION OR SUSPENSION OF SERVICES

G.1 Immediate Suspension, Uncured Termination

The County may, in its sole discretion and without prior notice, immediately suspend all or part of the Services for breach of any of the conditions identified below. The County will provide Customer a written notice of breach and allow the Customer 30 days to correct the condition giving rise to such breach. If the Customer fails to remedy the breach within the 30-day cure period, the County may immediately terminate the Services with no further notice required.

G.1.1 Customer shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract. Customer shall ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Customer shall notify County immediately of loss or suspension of any such required licenses and permits.

G.1.2 Customer represents and warrants to County that (i) the information Customer provides in connection with registration for the Services is accurate and complete; (ii) Customer's use of the System is not illegal, defamatory, malicious, harmful, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) Customer's use of the Services complies with all applicable laws, rules and regulations; (iv) Customer has obtained all consents and licenses required to legally access and use the System; (v) the execution and delivery of this Agreement will not conflict with, or violate any provision of, Customer's charter, by-laws or other governing documents; and (vi) Customer has otherwise taken all necessary steps to legally execute this Agreement.

G.1.3 Customer agrees to abide by all existing and future security practices, policies and protocols established by the County, which the County has established to ensure the integrity of the System. Customer understands that the County closely monitors the System and may perform periodic security audits to provide insight into any potential abnormalities that may impact ensuring confidentiality, integrity, and availability.

G.1.4 Customer agrees to implement measures that are reasonable for Customer's use of the System to prevent interference with the operation of the System. **NEITHER COUNTY**

NOR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SERVICE SUPPLIERS OR LICENSORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO, MISUSE OF, CUSTOMER'S INABILITY TO ACCESS, OR DAMAGE TO THE SYSTEM OR CUSTOMER'S FIELD EQUIPMENT, EXCEPT TO THE EXTENT CAUSED BY COUNTY'S NEGLIGENCE OR INTENTIONAL MISCONDUCT, UNLESS AND ONLY TO THE EXTENT THAT THIS DISCLAIMER IS PROHIBITED BY APPLICABLE LAW.

G.2 Immediate Termination

The County may, in its sole discretion and without prior notice, immediately suspend or terminate all or part of the Services for any of the conditions identified below. The County will promptly provide Customer a written notice of termination or suspension of Services to Customer.

- G.2.1** County discovers that Customer provided false registration information, or that Customer lacked the capacity to enter into this Agreement at the time of its consummation;
- G.2.2** County determines, in its sole discretion, that Customer's use of the Services poses a threat or an adverse effect to the security, privacy, or performance of the System or to any of County's other users or suppliers;
- G.2.3** County determines, in its sole discretion, that Customer's use of the Services is illegal;
- G.2.4** County reasonably believes that Customer's use of the Services has or will subject County to civil or criminal liability;
- G.2.5** Customer fails to make any payment when due; or
- G.2.6** Customer breaches any of the other material terms and conditions in this Agreement.

H. FISCAL PROVISIONS

- H.1** There is no minimum or maximum amount of payment under this Contract.
- H.2** Services are charged equitably to all customers in accordance with State Controller's Handbook of Cost Plan Procedures for California Counties.
- H.3** Charges will be based on actual usage at the rates effective at the time Services are rendered (see Attachment A "ITD Rate Sheet – External Customers" and Attachment C "Wide Area Network Services", if applicable). Rates are reviewed and subject to change annually based on the cost to provide services to Customers and are effective July 1st of each year. Rates are also subject to change throughout the year via a mid-year rate change, if deemed appropriate based on the cost to provide services to Customers being significantly higher or lower than anticipated during the annual review. County will not amend this Contract due to rate changes or changes in usage amounts by Customer. Attachment A includes the list of County service rates effective at the time this Contract is entered into. County will attempt to provide at least thirty (30) days advance written notice of any rate change, which will be sent to Customer at the following address:

San Bernardino County Transportation Authority]
ATTN: Contracts Management and Accounts Payable
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410
- H.4** Services will be billed on a monthly basis for actual expenses incurred and claimed by ITD for the preceding month.
 - H.4.1** For Customers that use the County's Enterprise Financial Management System:

Monthly charges will be handled by an automated transfer processed by ITD via the County's Enterprise Financial Management System. A copy of the billing statement can be accessed via the ITD Billing System by Customer, provided that Customer has the necessary permission on the County's network.

H.4.2 For Customers that do not use the County's Enterprise Finance Management System:

County will mail an invoice on a monthly basis starting on the Effective Date of this Contract, or starting on the installation or implementation date, if applicable. Payment shall be due sixty (60) days from date of invoice.

Payment can be made by check or electronic funds transfer (EFT). Checks shall be made payable to San Bernardino County. Customers requesting to make payments to County via electronic funds transfer (EFT) directly deposited into the County's designated bank account shall provide County with instructions to process EFT payments.

Payment address is:

Innovation and Technology Department
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
Attn: Administration Services

I. DEFAULT

If the Customer does not make timely payment of amounts due under this Contract or breaches any term or condition of this Contract, County may declare immediately due and payable the entire unpaid amount, plus all other amounts due hereunder, less any unearned charges.

J. INDEMNIFICATION

The County agrees to defend and indemnify the Customer and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising solely out of the acts, errors or omissions of County in the performance of this Agreement, except where such indemnification is prohibited by law. At its sole discretion, Customer may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Contract. Customer shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense. Customer hereby agrees to defend and indemnify the County, its agents, officers and employees from any claim, action, or proceeding against County, arising solely out of the acts or omissions of Customer in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve Customer of any obligation imposed by this Contract. County shall notify Customer promptly of any claim, action or proceeding and cooperate fully in the defense. In the event that County and/or Customer are determined to be comparatively at fault for any claim, action, loss or damage that results from their respective obligations under this Agreement, County and/or Customer shall indemnify the other to the extent of its comparative fault.

K. INSURANCE

County is an authorized self-insured public entity for purposes of General Liability and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

L. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County Innovation and Technology Department	San Bernardino County Transportation Authority
670 E. Gilbert Street, First Floor San Bernardino, CA 92415-0915	1170 West Third Street, 2 nd Floor San Bernardino, CA 92410
Attn: Administration Services	Attn: Chief Financial Officer

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

M. FORCE MAJEURE

Except for payment obligations and as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party. County shall not be held liable for any delay or failure in performance of any part of this Contract from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, strikes, labor disputes, embargoes, epidemics, war, terrorist acts, riots, insurrections, fire, explosions, earthquakes, nuclear accidents, floods, power blackouts, brownouts, or surges, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure product or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

N. ENTIRE AGREEMENT

This Contract, including all Attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, San Bernardino County and Customer have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

San Bernardino County Transportation Authority

Chief Information Officer

Dated: _____

By ►

(Authorized signature - sign in blue ink)

Name

(Print or type name of person signing contract)

Title

(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

► County Counsel
Date

ATTACHMENT A
ITD RATE SHEET – EXTERNAL CUSTOMERS
 2022-23 Approved Rates

Service	Service Description
Business Solutions Development	
Business Solutions Labor Services	Hourly labor programming services for the development, enhancement and maintenance of business solutions on a variety of hardware and software platforms.
Computer Operations	
CPU Usage	Access to applications and processing of data on the enterprise server.
Network Labor Services	Hourly labor services for Local Area Network and Wi-Fi services. Includes labor services to connect a location to the Wide Area Network (WAN) via the Internet and to connect a site to the County's WAN. Customer is responsible for all costs related to circuit installation, ongoing circuit charges, and office cabling.
Payroll System Services (EMACS)	Maintenance, support, and enhancements of the EMACS system and infrastructure.
Virtual Private Network (VPN)	Access for a single user to remotely connect to the wide area network.
Geographic Information System	
Aerial Imagery	Augments and enhances GIS data visualization tools, applications and solutions developed for County departments and the public.
Telecommunication Services	
Public Safety Communications Services:	
Dispatch Console Access, Maintenance, and Replacement	Repair, maintenance, programming, and replacement of Motorola radio dispatch console equipment.
Pager Access	Access for a single pager to connect to the County's Digital Paging System.
Radio Access and Maintenance	Access for a single radio connected to the County's Public Safety Radio frequencies and repair and maintenance of that radio or radio's accessories, excluding batteries; covers normal wear and tear.
Radio Labor Services	Hourly labor services for installation and repair of radio and other related equipment in vehicles, not including materials; or escort of other government agencies to County communication sites to access their equipment.
Radio Mobile Data Access	Access and maintenance for radio modems in vehicles.
Telephone Services:	
Dial Tone	Single line telephone services. Includes voicemail, local, long distance, Telephone Service Specialist consulting services, and software changes.
Telecommunication Labor Services – Normal Hours	Hourly labor services for telephone, data, cabling, repair, and other specialized services – Normal Hours (Monday through Friday, 7:00 am – 5:00 pm, excluding weekends and holidays).
Telecommunication Labor Services – After Hours	Hourly labor services for telephone, data, cabling, repair, and other specialized services – After Hours (Monday through Friday, 5:00 pm – 7:00 am, and all weekends and holidays).
All Funds	
Parts and Materials	Parts and Materials provided per customer request.

Service	2022-23 Rate	Charge Measurement
Business Solutions Development		
Business Solutions Labor Services	\$134.58	Per hour
Computer Operations		
CPU Usage	\$94.78	Per CPU hour
Network Labor Services	\$127.40	Per hour
Payroll System Services (EMACS)	\$6.49	Per payroll warrant
Virtual Private Network (VPN)	\$4.43	Per VPN/month
Geographic Information System		
Aerial Imagery	Cost Pass Through	Per customer
Telecommunication Services		
Public Safety Communications Services:		
Dispatch Console Access, Maintenance, and Replacement	\$634.16	Per console/month
Pager Access	\$15.45	Per pager/month
Radio Access and Maintenance	\$54.38	Per radio/month
Radio Labor Services	\$84.73	Per hour
Radio Mobile Data Access	\$103.58	Per modem/month
Telephone Services:		
Dial Tone	\$28.34	Per phone/month
Telecommunication Labor Services – Normal Hours	\$86.95	Per hour
Telecommunication Labor Services – After Hours	\$100.52	Per hour
All Funds		
Parts and Materials	Actual cost plus 15% processing and handling	Per order

Attachment: 21-1002552-PDF (9721 : Information Technology Contract with County of San Bernardino)

Minute Action

AGENDA ITEM: 8

Date: July 5, 2023

Subject:

Award Contract No. 23-1002933 for Economist Services

Recommendation:

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

Award Contract No. 23-1002933 to Beacon Economics LLC to provide Economist Services for a five-year term in an amount not-to-exceed \$187,500.

Background:

San Bernardino County Transportation Authority (SBCTA) released Request for Proposals (RFP) No. 23-1002933 on March 7, 2023, seeking a consultant to provide economic advice and recommendations, monitor and forecast economic performance, undertake relevant research, write reports, and make presentations.

The RFP notification was received by 132 consultants registered on PlanetBids and was downloaded by one firm. A pre-proposal conference was held and no firms attended. After the pre-proposal conference, the Procurement Analyst reached out to prospective bidders to research interest. Additionally, the Procurement Analyst contacted other transit agencies and reached out to their Economists as well. The response from one bidder was that he decided to retire and others were not interested in the solicitation.

On March 21, 2023, one proposal was received from Beacon Economics LLC. The Procurement Analyst reviewed the proposal for responsiveness and determined that the proposal was responsive. The Project Manager reviewed the proposal and determined that the Beacon Economics LLC proposal met SBCTA's Scope of Work.

Pursuant to Policy No. 11000, on April 19, 2023, a request was made to the Executive Director to move forward with the single bid from Beacon Economics LLC. The request was approved on April 19, 2023. In conclusion, staff recommends Beacon Economics LLC be awarded a contract in the amount not-to-exceed \$187,500, for a term through July 5, 2028.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Responsible Staff:

Hilda Flores, Chief Financial Officer

This page was intentionally left blank

Approved
Board of Directors
Date: July 5, 2023
Witnessed By:

Contract No: 23-1002933 Amendment No.: _____

Contract Class: Payable Department: Finance

Vendor No.: 03904 Vendor Name: Beacon Economics LLC

Description: Economist services

List Any Related Contract Nos.: _____

Dollar Amount				
Original Contract	\$	187,500.00	Original Contingency	\$ -
Prior Amendments	\$	-	Prior Amendments	\$ -
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$ -
Current Amendment	\$	-	Current Amendment	\$ -
Total/Revised Contract Value	\$	187,500.00	Total Contingency Value	\$ -
	Total Dollar Authority (Contract Value and Contingency)			\$ 187,500.00

Board of Directors	Date:	07/05/2023	Board	Item #	9722
--------------------	-------	------------	-------	--------	------

Other Contracts		Sole Source?	No	No Budget Adjustment
Local	Professional Services (Non-A&E)			N/A

[illegible]

Hilda Flores

Task Manager (Print Name)

Additional Notes: Economist will perform presentations and provide updated economic information. The appropriate funding source and expenditure string will be charged depending on service provided.

CONTRACT NO. 23-1002933

BY AND BETWEEN

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

AND

BEACON ECONOMICS LLC

FOR

ECONOMIST SERVICES

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Beacon Economics LLC, ("CONSULTANT"), whose address is 110 South Fairfax Avenue, Suite 380, Los Angeles, CA 90036. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires certain work services as described in Exhibit "A" of this Contract; and

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work") in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word "Work" includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

- 1.2 The Project Manager for this Contract is Hilda Flores, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Department Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals; demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through July 5, 2028 until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein, and in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or applied to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is One Hundred Eighty-Seven Thousand Five Hundred Dollars (\$187,500). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work", and shall be reimbursed pursuant to Exhibit B "Price Proposal for Time and Materials". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the California Department of Human Resources rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.3 "INTENTIONALLY OMITTED"
- 3.4 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.4.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards..

- 3.4.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice, except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link:
<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

4.4 “INTENTIONALLY OMITTED”

4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA’s Awarding Authority takes action.

4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant’s work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.

4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a

period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.

- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 10. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to

expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 11. TECHNICAL DIRECTION

- 11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
 - 11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.
 - 11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.
 - 11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
 - 11.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.
- 11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
 - 11.2.1 Increases or decreases the Scope of Work;
 - 11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 - 11.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
 - 11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
 - 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
 - 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
 - 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to

be taken with respect thereto, shall be subject to the provisions of the “DISPUTES” Article herein.

- 11.4 All Technical Direction shall be issued in writing by SBCTA’s Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA’s Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA’s Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:
 - 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT’s letter that the Technical Direction is or is not within the scope of this Contract.
 - 11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

- 12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA’s Awarding Authority has approved an amendment to this Contract.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA’s current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102.

ARTICLE 15. KEY PERSONNEL

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

Name	Job Classification/Function
Sean Windle	Forecasting Manager
Justin Niakamal	Research Associate
Dr. Thornberg	Economist/Project Advisor

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.

- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.

18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense,

procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain "tail" coverage for a minimum of Five (5) years after Contract completion.

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

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

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

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

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$2,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.

- \$2,000,000 per occurrence limit for property damage or bodily injury
- \$1,000,000 per occurrence limit for personal injury and advertising injury
- \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

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

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

21.1.5 Commercial Auto. The policy must include the following:

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

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

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

21.1.6 Pollution Liability – Intentionally Omitted

21.1.7 Technology Professional Liability Errors and Omissions Insurance – Intentionally Omitted

21.1.8 Railroad Protective Liability – Intentionally Omitted

21.2. General Provisions

21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better 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.

21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 26, or its equivalent, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.

21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR 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. CONTRACTOR will pay, and shall require its sub-CONTRACTORS 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 SBCTA, 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 CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.
- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice

of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at procurement@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

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

ARTICLE 22. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, the SBCTA's Entities and their authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional.

22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCTA's Entities 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 and for any costs or expenses incurred by SBCTA 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. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract

until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.

- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCTA or any of its designees, representatives, or agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

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 Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To CONSULTANT	To SBCTA
Beacon Economics LLC	1170 W. 3rd Street, 2nd Floor
110 South Fairfax Avenue, Suite 360	San Bernardino, CA 92410-1715
Attn: Sherif Hanna	Attn: Hilda Flores
Email: sherif@beaconecon.com	Email: hflores@gosbcta.com
Phone: (323) 356-3406	Phone: (909) 884-8276
2 nd Contact:	Copy: Procurement Manager
Email:	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA’s Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall

have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.

- 33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 34. GRATUITIES

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.

ARTICLE 37. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Scope of Work and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with all safety instructions issued by SBCTA or their representatives.

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 42. PREVAILING WAGES

INTENTIONALLY OMITTED.

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

CONSULTANT warrants that all Work performed shall be in accordance with the Contract and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall

take the necessary actions to correct the breach at CONSULTANT's sole expense. If CONSULTANT does not take the necessary action to correct the breach, SBCTA, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and the CONSULTANT shall promptly reimburse SBCTA for all expenses and costs incurred.

ARTICLE 46. ENTIRE DOCUMENT

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

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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

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

BEACON ECONOMICS LLC

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Christopher Thornberg
Member

Date: _____

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Sherif Hanna
Member

Date: _____

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

Attachment: 23-1002933 Contract-PDF (9722 : Award Contract 23-1002933 for Economist Services)

**EXHIBIT “A”
“SCOPE OF WORK”**

Attachment: 23-1002933 Exhibit A SOW - PDF (9722 : Award Contract 23-1002933 for Economist Services)

Introduction:

SBCTA seeks a Consultant will provide economic advice and recommendations. Monitor and forecast economic performance, undertake relevant research, write reports and make presentations. The scope of services include the following:

Scope of Work:

SBCTA engagement with the economist includes:

Task 1 - Provide sales tax forecast schedule for the update to the 10-year delivery plan and budgetary purpose.

Task 2 - Conduct annual presentation, approximately 90 minutes, to include power presentation with SBCTA guidelines, and time allotted for questions and interaction.

Task 3 - Virtual or in person presentation to rating agencies, when SBCTA Bond issues, debt or refundings.

Deliverables: Dates of Mention (Schedule Subject to Change. For References Purposes Only.)

10-year Delivery Plan – 2025/2026

City County Conference – Annually Mid-March

Bond Issue – On as needed basis

EXHIBIT “B”
“PRICE PROPOSAL FOR TIME AND MATERIALS”

Attachment: 23-1002933 Exhibit B Price Proposal (9722 : Award Contract 23-1002933 for Economist Services)

23-1002933

ATTACHMENT B: PRICE PROPOSAL



Attachment B Price Proposal for Time and Materials

RFP No. 23X-1002933

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Sean Windle	Forecasting Manager	Project Lead	\$ 250
Justin Niakamal	Research Associate	Project Researcher	\$ 250

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost	Estimated Budget Amount
Presentation at the Annual City / County Conference Option 1	\$ 6,000	\$ 6,000
Presentation at the Annual City / County Conference Option 2	\$ 3,000	\$ 3,000
Presentation for Various Rating Agencies	6,000	6,000

Number of Hours per Event:

Event Name	Estimated Number of Hours
Annual Economic Presentation at City/Conference (Between March and May) approximately 90 minutes	Included as direct cost above
Measure I (MSI) sales tax estimate	38 hours
Refunding and bond issuance-Presentation and	Included as direct cost above
Update of sales tax projections for the update to the 10-Year Delivery Plan (2025/2026)	Included in sales tax estimate hours above

Beacon Economics, LLC

Proposer

Signature of Authorized Person

3/20/23

Date

Minute Action

AGENDA ITEM: 9

Date: July 5, 2023

Subject:

Resolution No. 23-046 Authorizing Placement of Assessments on the Tax Roll and Agreement for Collection of Special Taxes Related to the Property Assessed Clean Energy Program

Recommendation:

That the Board, acting as the San Bernardino Associated Governments (SBCOG):

- A. Approve Resolution No. 23-046, authorizing the placement of assessments related to the Property Assessed Clean Energy Program on the tax roll for Fiscal Year 2023/2024.
- B. Approve Agreement No. 23-1003007 with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector, authorizing the Collection of Special Taxes, Fees, and Assessments.

Background:

On March 6, 2013, the Board of Directors held a public hearing and then adopted Resolution No. 13-044, creating the Home Energy Renovation Opportunity (HERO) Program, a Property Assessed Clean Energy (PACE) Program, that allows a jurisdiction and an interested property owner to enter into a contractual agreement to finance the installation of eligible renewable energy, energy efficiency, or water efficiency improvements that are permanently affixed to the property. San Bernardino Associated Governments (SBCOG) loans the property owner the funds for the improvements. The amount of the loan plus a fixed interest amount is repaid through an assessment on the property tax bill for the property. SBCOG obtains the funds to loan by selling bonds to private investors secured by the property tax assessments paid by the property owners.

The HERO Program, administered by SBCOG, ended on June 30, 2017. However, during the four (4) years of the program, more than 15,000 assessments were created and SBCOG has a continuing obligation to bond holders to see that those existing assessments are collected. **The table below summarizes the assessments outstanding.**

As of June 13, 2023				
Settlement Year	Original Assessments	Prepaid	Matured	Active
2013	477	334	26	117
2014	5,043	3,704	275	1,064
2015	5,097	3,690	322	1,085
2016	4,962	3,544	251	1,167
2017	2,318	1,604	51	663
Total	17,897	12,876	925	4,096

Resolution No. 23-046 requests the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to enter the special assessments on the tax roll consistent with the obligations agreed to by the property owners that participated in the HERO Program and with SBCOG's obligations to

Entity: San Bernardino Council of Governments

Board of Directors Agenda Item

July 5, 2023

Page 2

the trustee and bondholders. The complete list of properties to be included on the tax roll is on file with the Clerk of the Board and available for review.

Additionally, the San Bernardino County Auditor-Controller/Treasurer/Tax Collector requests that each agency sign their Agreement for Collection of Special Taxes, Fees, and Assessments each year. This agreement is required by San Bernardino County (County) and covers the expectations and responsibilities of the agency requesting the collection of the assessment or special tax and the County in the collection of that assessment or special tax.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. SBCOG General Counsel has reviewed this item, the draft resolution, and the draft agreement.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

RESOLUTION NO. 23 - 046**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO ASSOCIATED GOVERNMENTS MAKING CERTAIN REPRESENTATIONS AND AUTHORIZING THE PLACEMENT OF ASSESSMENTS ON THE TAX ROLL IN SAN BERNARDINO COUNTY**

WHEREAS, pursuant to Chapter 29 of Part 3 of Division 7 of the Streets and Highways Code of the State of California (“Chapter 29”), the Joint Exercise of Powers Agreement of the San Bernardino Associated Governments (“SANBAG”), originally made and entered into October 17, 1975, as further amended to date, and each separate Memorandum of Understanding by and between SANBAG and those parties to the Joint Exercise of Powers Agreement (each, a “Participating Party”) that have elected to participate in the implementation of a property assessed clean energy (“PACE”) program to finance the installation of distributed generation renewable energy sources, energy or water efficiency improvements or electric vehicle charging infrastructure, SANBAG has undertaken proceedings to establish and has established such a PACE program known as the “SANBAG HERO Program” (the “HERO Program”), to assist commercial and residential property owners within the jurisdictional boundaries of each Participating Party (the “Program Area”) with the costs of installing distributed generation renewable energy sources, energy or water efficient improvements or electric vehicle charging infrastructure (the “Authorized Improvements”) that are permanently fixed to their commercial and residential property; and

WHEREAS, SANBAG has by previous resolutions declared its intent to levy assessments for the purpose of financing Authorized Improvements under the provisions of Chapter 29; and

WHEREAS, assessment contracts have been entered into for properties located within the jurisdictional boundaries of San Bernardino County (the “County”); and

WHEREAS, the special assessments levied against the real property within the County are not levied with regard to property values but rather are fixed special assessments based upon the costs of the Authorized Improvements and the financing of such improvements; and

WHEREAS, SANBAG has determined and hereby certifies that the assessments are exempt from the provisions of Proposition 218, which was passed by the voters in November 1996; and

WHEREAS, SANBAG has further determined that the assessments are in compliance with all applicable laws; and

WHEREAS, SANBAG requests that the Auditor-Controller of the County enter those special assessments identified in Exhibit A on the tax roll for collection by the Auditor-Controller for the 2023-2024 fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino Associated Governments as follows:

Section 1. The above recitals are true and correct.

Section 2. SANBAG orders the levy and collection of such special assessments identified on Exhibit A within the jurisdictional boundaries of each Participating Party within the County for the 2023-2024 fiscal year, and in each subsequent fiscal year in which the charges may validly be levied; that a copy of this resolution shall be delivered to the Auditor-Controller of the County for placement of such assessments on the 2023-2024 Tax Roll of the County, and in each subsequent fiscal year in which the charges may validly be levied.

Section 3. The special assessments are in compliance with all applicable laws and are exempt from the provisions of Proposition 218.

Section 4. In the event of delinquencies, SANBAG will pursue the removal of the delinquent special taxes from the delinquent secured tax roll in accordance with the provisions of the Master Indenture.

Section 5. The Deputy Executive Director, the Chief of Fiscal Resources or any designee of the Deputy Executive Director (each, an “Authorized Representative”), is hereby authorized and directed to take any other actions in the judgment of the Deputy Executive Director or such Authorized Representative necessary to place the special assessments on the 2023-2024 Tax Roll of the County, including, but not limited to making additions, deletions and modifications to Exhibit A attached hereto.

Section 6. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Directors of the San Bernardino Associated Governments held on July 5, 2023.

Dawn M. Rowe, President

ATTEST:

Marleana Roman, Clerk of the Board

EXHIBIT A

20323.00017\40033459.1



AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
 AGREEMENT FOR COLLECTION OF SPECIAL
 TAXES, FEES, AND ASSESSMENTS
 FISCAL YEAR 2023-24

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the COUNTY OF SAN BERNARDINO, hereinafter referred to as "County" and the _____, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, Government Code Sections 29304 and 51800 authorize the County to recoup its collection costs when the County collects taxes, fees, or assessments for any city, school district, special district, zone or improvement district thereof; and

WHEREAS, the District and County have determined that it is in the public interest that the County, when requested by District, collect on the County tax rolls the special taxes, fees, and assessments for District.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, when requested by District as hereinafter provided to collect on the County tax rolls the special taxes, fees, and assessments of District, and of each zone or improvement District thereof.
2. When County is to collect District's special taxes, fees, and assessments, District agrees to notify in writing the Auditor-Controller (268 W. Hospitality Lane, 4TH floor, San Bernardino, CA 92415) of the County on or before the 10th day of August of each fiscal year of the Assessor's parcel numbers and the amount of each special tax, fee, or assessment to be so collected. Any such notice, in order to be effective, must be received by the Auditor-Controller by said date.
3. County may charge District an amount per parcel for each special tax, fee, or assessment that is to be collected on the County tax rolls by the County for the District, not to exceed County's actual cost of collection.
4. District warrants that the taxes, fees, or assessments imposed by District and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to, Articles XIIIC and XIID of the California Constitution (Proposition 218).
5. District hereby releases and forever discharges County and its officers, agents, and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of District's responsibility under

this agreement, or other action taken by District in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees or assessments as contemplated in this agreement.

6. The County Auditor-Controller has not determined the validity of the taxes or assessments to be collected pursuant to this contract, and the undersigned District hereby assumes any and all responsibility for making such a determination. The undersigned District agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract or the imposition of the taxes or assessments collected pursuant to this contract, and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law. If any judgment is entered against County or any other indemnified party as a result of action taken to implement this Agreement, District agrees that County may offset the amount of any judgment paid by County or by any indemnified party from any monies collected by County on District's behalf, including property taxes, special taxes, fees, or assessments. County may, but is not required to, notify District of its intent to implement any offset authorized by this paragraph.

7. District agrees that its officers, agents and employees will cooperate with County by answering inquiries made to District by any person concerning District's special tax, fee, or assessment, and District agrees that its officers, agents, and employees will not refer such individuals making inquiries to County officers or employees for response.

8. District shall not assign or transfer this agreement or any interest herein and any such assignment or transfer or attempted assignment or transfer of this agreement or any interest herein by District shall be void and shall immediately and automatically terminate this agreement

9. This agreement shall be effective for the 2023-24 fiscal year.

10. Either party may terminate this agreement for any reason upon 30 days written notice to the other party. The County Auditor-Controller shall have the right to exercise County's right and authority under this contract including the right to terminate the contract.

11. County's waiver of breach of any one term, covenant, or other provision of this agreement, is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

12. Each person signing this agreement represents and warrants that he or she has been fully authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

District: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

ENSEN MASON CPA, CFA,
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

By Authorized Deputy: _____

Printed Name: Franciliza Zyss

Title: Interim Chief Deputy, Property Tax

Date: _____

Minute Action

AGENDA ITEM: 10

Date: July 5, 2023

Subject:

Purchase and Sale Agreement No. 23-1003014 for Property Assessed Clean Energy Assessment Receivables with FNA California, LLC

Recommendation:

That the Board, acting as the San Bernardino Associated Governments:

A. Approve Purchase and Sale Agreement No. 23-1003014 with FNA California, LLC, to grant their first right of refusal and to allow them to advance funds to cover the Property Assessed Clean Energy Assessment delinquencies for the 2015-2016 through 2022-2023 tax years, and authorize the Executive Director, or his designee, with the approval of General Counsel as to legal form, to finalize the terms of the agreement, including the final amount and the delinquent properties to be included, and to execute the final agreement.

B. Defer the judicial foreclosure proceedings for the delinquent properties.

Background:

Under the Master Indentures that outline how San Bernardino Associated Governments (SANBAG) will issue bonds for the Property Assessed Clean Energy (PACE) Program, any property owner that is delinquent in their tax bill on October 1st of each year will be subject to SANBAG starting a judicial foreclosure process. The Master Indentures provide that SANBAG may elect to defer the judicial foreclosure proceedings if SANBAG has received or advanced funds to cover the delinquent amounts.

In May 2023, SANBAG's Special Tax Consultant, David Taussig & Associates (DTA), reported that there were 153 properties considered delinquent for the 2022-2023 tax year and 127 properties delinquent from the 2015-2016 through 2021-2022 tax years combined. DTA transmits delinquency notices to the delinquent property owners after the 1st and 2nd tax installments are not paid. The delinquencies by tax year are shown in the table below.

Tax Year	Amount of Tax Levy	Number of Properties	Amount Delinquent	Number of Delinquent Properties	Delinquency Rate by Value
14/15	\$7,856,008.93	3,160	\$0.00	0	0.00%
15/16	\$19,058,514.63	7,103	\$4,759.13	2	0.02%
16/17	\$29,734,139.75	10,557	\$8,885.30	4	0.03%
17/18	\$35,736,978.72	12,384	\$28,279.25	13	0.08%
18/19	\$31,123,600.04	10,731	\$56,956.35	21	0.18%
19/20	\$25,179,345.70	8,766	\$74,854.92	24	0.30%
20/21	\$19,906,970.38	7,062	\$56,107.82	22	0.28%
21/22	\$14,356,417.31	5,275	\$86,226.00	41	0.62%
22/23	\$10,831,868.07	4,082	\$337,239.56	153	3.11%

In order for the Board of Directors to defer the judicial foreclosure process, the delinquent amounts must be advanced to the Trustee--either by SANBAG, or by a third party, such as FNA California, LLC, pursuant to an agreement with SANBAG allowing that third party to advance

Entity: San Bernardino Council of Governments

Board of Directors Agenda Item

July 5, 2023

Page 2

the funds and to be reimbursed for such advance when the delinquent assessments are brought current. Purchase and Sale Agreement No. 23-1003014 accomplishes this task.

This contract allows FNA California, LLC, to exercise its right of first refusal to purchase the PACE assessment delinquencies as of June 30, 2023, as outlined in Purchase and Sale Agreement No. 21-1002484 approved by SANBAG and dated October 27, 2020. FNA California, LLC, will pay a fee equal to 7.5% of the delinquent assessments, which is the same rate as prior year at a cost of \$25,292.97 based on current delinquencies, to be used by SANBAG to cover our administrative costs as well as the additional costs incurred by our Special Tax Consultant. FNA California, LLC, is providing a similar service with the same fee for Western Riverside Council of Governments (WRCOG) for their local and statewide PACE programs.

Staff recommends that it is in the best interest of SANBAG and property owners to defer the judicial foreclosure process and to approve the agreement with FNA California, LLC, and allow them to advance the delinquent amounts. These actions will provide property owners more time to become current on their assessments and will allow SANBAG to meet the conditions of the Master Indentures for the bonds.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

General Contract Information

Contract No: 23-1003014 Amendment No.: _____

Contract Class: Receivable Department: Council of Governments

Customer ID: 03543 Customer Name: FNA California, LLC

Description: Fees related to purchase of PACE Program Delinquent Assessments

List Any Accounts Payable Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	25,292.97	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	25,292.97	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	25,292.97

Contract Authorization

Board of Directors Date: 07/05/2023 Board Item # 9725

Contract Management (Internal Purposes Only)

Local					Services							
Accounts Receivable												
Total Contract Funding:		\$			25,292.97		Funding Agreement No:		23-1003008			
Beginning POP Date:		08/15/2023			Ending POP Date:		06/30/2024		Final Billing Date:		06/30/2024	
Expiration Date:		06/30/2024										
					</							

Hilda Flores

Project Manager (Print Name)

Hilda Flores

Task Manager (Print Name)

Additional Notes: Final terms and listing of delinquent properties will be finalized and approved by Executive Director

Attachment: CSS 23-1003014 Purchase and Sale Agreement Delinquent PACE Assessments (9725 : Purchase and Sale Agreement for PACE

PURCHASE AND SALE AGREEMENT

Dated as of August 15, 2023

between

SAN BERNARDINO ASSOCIATED GOVERNMENTS,

as Seller

and

FNA CALIFORNIA, LLC,

as Purchaser

**Regarding
Assessment Installment Receivables
for the 2022-2023 Tax Year**

TABLE OF CONTENTS

	Page
Purchase and Sale Agreement	1
Background	1
Article I Definitions	2
Section 1.01 Definitions.....	2
Section 1.02 Other Definitional Provisions.....	6
Section 1.03 Term of this Agreement	7
Article II Purchase and Sale of Assessment Installment Receivables	7
Section 2.01 Purchase and Sale of Assessment Installment Receivables; Assignment of Rights.....	7
Section 2.02 Closing Conditions.....	8
Section 2.03 Right to Terminate	9
Section 2.04 Pledge	9
Section 2.05 Release of Collateral upon Repurchase of Assessment Installment Receivables.....	10
Article III The Assessment Installment Receivables	10
Section 3.01 Representations, Warranties and Covenants as to the Assessment Installment Receivables.....	10
Section 3.02 Enforcement and Collection; Assignment of Rights	14
Article IV SANBAG.....	16
Section 4.01 Representations of SANBAG.....	16
Section 4.02 Additional Representations and Agreements	18
Section 4.03 Representations of Company	19
Article V Miscellaneous	20
Section 5.01 Amendment.....	20
Section 5.02 Entire Agreement.....	20
Section 5.03 Notices	21
Section 5.04 No Assignment by SANBAG.....	21
Section 5.05 Limitations on Rights of Others.....	21
Section 5.06 Severability.....	21
Section 5.07 Separate Counterparts	21
Section 5.08 Headings	21
Section 5.09 Governing Law and Venue	22
Section 5.10 Nonpetition Covenants	23

TABLE OF CONTENTS
(continued)

		Page
Section 5.11	Successor Is Deemed Included In All References To Predecessor	23
Section 5.12	Waiver of Personal Liability.....	23
Section 5.13	Exclusive Right of First Refusal	23
EXHIBIT "A" ASSESSMENT INSTALLMENT RECEIVABLES SCHEDULE .		
EXHIBIT "B" LIST OF MASTER INDENTURES		B-1
EXHIBIT "C" EXCLUSION CRITERIA		C-1

DRAFT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of August 15, 2023, between San Bernardino Associated Governments ("SANBAG"), a joint exercise of powers authority existing under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of March 15, 1973, as further amended to date, and FNA California, LLC, an Illinois limited liability company ("Company").

BACKGROUND

SANBAG has levied assessments under Chapter 29 (as defined below) payable in installments under the 1915 Act (defined below) on properties participating in the SANBAG HERO Program (as defined below) which are collected on the secured property tax roll of the County (as defined below) in which the participating properties are located.

Certain installments of such assessments are delinquent (the "Assessment Installment Receivables") as of the Cut-off Date (as defined below).

SANBAG has determined that it is in the best interests of SANBAG at this time to sell to the Company the Assessment Installment Receivables it is entitled to receive arising from the collection of certain delinquent assessments for the tax years specified in this Agreement, upon the terms and conditions provided herein.

Now, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

Article I Definitions

Section 1.01 Definitions. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“1915 Act” means the Improvement Bond Act of 1915, Division 10 of Part I (commencing with Section 8500) of the California Streets and Highways Code.

“Agreement” means this Purchase and Sale Agreement, as originally executed or as it may from time to time be supplemented, modified or amended in accordance with the provisions hereof.

“Assessment” means each “Assessment” as defined in an Assessment Contract and levied pursuant to such Assessment Contract against a Property (as defined below) to which such Assessment Contract is subject.

“Assessment Administrative Fee” means, as to each Property, the assessment administrative fee due and payable pursuant to the applicable Assessment Contract that shall be collected on the property tax bill pertaining to such Property.

“Assessment Administrator” means David Taussig & Associates, and its successors, or any financial consultant or firm of such financial consultants judged by SANBAG to have experience in the administration for and on behalf of public agencies of assessments similar to the Assessments levied by such public agencies in the State of California.

“Assessment Contract” shall have the meaning given such term in the applicable Master Indenture.

“Assessment Installment” means, as to each Property, the portion of the principal amount of an Assessment, together with the interest on the Assessment, due and payable pursuant to an Assessment Contract that shall be collected on the property tax bill for a particular Tax Year pertaining to such Property.

“Assessment Installment Receivable” means, with respect to a Property for a particular Tax Year, the Assessment Installment and the related Assessment Administrative Fee on the secured tax roll of the County that:

- (i) was levied by SANBAG on one of the Properties listed on the Assessment Installment Receivables Schedule for such Tax Year in accordance with the Chapter 29, the 1915 Act and the applicable Assessment Contract and is payable to SANBAG if and when collected,
- (ii) was levied on account of the applicable Purchased Tax Year, was delinquent as of the Cut-off Date and was shown as such on the Delinquent Tax Roll maintained by the County for the applicable Purchased Tax Year,

(iii) had not been received by SANBAG or the Trustee, on behalf of SANBAG, as of the Cut-off Date,

(iv) is due and owing to SANBAG in an amount equal to the amount of such Assessment Installment and Assessment Administrative Fee, penalties and accrued interest set forth on the Assessment Installment Receivables Schedule,

(v) includes, to the extent permitted by law and the terms of the applicable Master Indenture, all penalties and accrued interest thereon to the date of collection, and

(vi) has not become a Defective Assessment Installment Receivable.

"Assessment Installment Receivable Balance" means, with respect to an Assessment Installment Receivable as of a particular date, the sum of

(i) an amount equal to the delinquent Assessment Installments and Assessment Administrative Fees levied by or on behalf of SANBAG and payable to the SANBAG with respect to such Assessment Installment Receivable as shown on the Assessment Installment Receivables Schedule,

(ii) to the extent permitted by law and the applicable Master Indenture, the ten percent (10%) penalty payable on the Assessment Installment Receivable in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code, and

(iii) to the extent permitted by law and the applicable Master Indenture, interest accrued on the amount in clause (A) from the July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent through the date of determination at the rate of one and half percent (1.5%) per month in accordance with Section 4103 of the California Revenue and Taxation Code.

"Assessment Installment Receivables Schedule" means the schedule attached as (or incorporated by reference in) EXHIBIT A hereto, as such schedule may be amended from time to time in accordance with Section 3.01(e) hereof, with respect to the Assessments levied on the Properties described on EXHIBIT A hereto.

"Assessment Installments Purchased" has the meaning set forth in Section 2.01(a) hereof.

"Assessment Lien" means any lien that attaches, by operation of Section 2187 of the California Revenue and Taxation Code, to the fee interest in real property.

“Bond Counsel” means Best Best & Krieger LLP or any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to public financing in the State.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banking institutions in New York or California are authorized or obligated by law or executive order to be closed.

“Chapter 29” means Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.12 et seq.)

“Closing Date” means August 15, 2023.

“Collections” means, with respect to an Assessment Installment Receivable, the amount collected by the County (whether as payments by the related Property Owner in a lump sum, payments by the related Property Owner pursuant to an installment payment plan, as proceeds of sale of the related tax-defaulted Property, or otherwise) on the Assessment Installment Receivable. Collections include but are not limited to the following:

- (i) the delinquent Assessment Installments payable for the Tax Year to which the Assessment Installment Receivable is related,
- (ii) the ten percent (10%) penalty payable thereon in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code,
- (iii) interest accruing at the rate of one and half percent (1.5%) per month in accordance with Section 4103 of the California Revenue and Taxation Code, and
- (iv) all Assessment Administrative Fees levied in connection therewith that are distributable to SANBAG, if any.

“Company” means FNA California, LLC, a limited liability company organized and existing under the laws of the state of Illinois or any successor thereto.

“County” means the County of San Bernardino, California.

“Cut-off Date” means August 10, 2023.

“Defective Assessment Installment Receivable” has the meaning set forth in Section 3.01(c) hereof.

“Defective Assessment Installment Receivable Purchase Amount” means, as to any Defective Assessment Installment Receivable, an amount equal to the Purchase Price and Premium of such Defective Assessment Installment Receivable set forth on the Assessment Installment Receivables Schedule reduced by the amount, if any, of Collections on such Defective Assessment Installment Receivable which have been

applied to the recovery of such Purchase Price and Premium and paid to the Company as of the date of calculation.

“Delinquent Tax Roll” means the delinquent tax roll which is delivered by the Treasurer-Tax Collector of the County to the Auditor-Controller of the County pursuant to Section 2627 of the Revenue and Taxation Code of the State, or such other report, file or data of the Treasurer-Tax Collector or Auditor-Controller of the County as may be available from the County and mutually satisfactory to SANBAG and the Company.

“Master Indenture” means, as applicable, each of the master indentures listed on EXHIBIT B, incorporated herein by reference.

“Opinion of Counsel” means one or more written opinions of counsel, who may be an employee of or counsel to SANBAG, which counsel shall be acceptable to the recipient of such opinion or opinions.

“Person” any individual, corporation, partnership (general or limited), limited liability company, limited liability partnership, firm, joint venture, association, joint-stock company, trust, estate, unincorporated organization, governmental body or other entity.

“Premium” has the meaning set forth in Section 2.01(a) hereof.

“Property” means, with respect to an Assessment Installment Receivable, the real property that is encumbered by the Assessment Lien of such Assessment Installment Receivable.

“Property Owner” means, with respect to an Assessment Installment Receivable, the fee owner or owners of the related Property.

“Purchase Price” has the meaning set forth in Section 2.01(a) hereof.

“Purchased Tax Year” means, for a given Assessment Installment Receivable, the Tax Year ending on June 30 of the applicable calendar year, as set forth in EXHIBIT A hereto.

“Purchased Receivables” means the Assessment Installment Receivables listed on the Assessment Installment Receivables Schedule and purchased by the Company pursuant to this Agreement.

“Responsible Officer” means, with respect to SANBAG, the Executive Director, and the Deputy Executive Director, or any other official of SANBAG customarily performing functions similar to those performed by any of the above designated officials, and also with respect to a particular matter, any other official of SANBAG to whom such matter is referred because of such official’s knowledge of and familiarity with the particular subject.

“SANBAG” means San Bernardino Associated Governments, a joint exercise of powers authority organized and existing under the laws of the State, including any entity

with which it may be consolidated or which otherwise succeeds to the interests of SANBAG.

“SANBAG HERO Program” means the SANBAG HERO Program established by SANBAG pursuant to Chapter 29 and the 1915 Act.

“State” means the State of California.

“Tax Year” means the 12-month period beginning on July 1 in any year and ending on the following June 30. Whenever in this Agreement reference is made to the Tax Year of a certain year, such reference is to the Tax Year ending June 30 of that year.

“Trustee” shall mean Deutsche Bank National Trust Company, a national banking association duly organized and existing under the laws of the United States of America, acting as trustee and not in its individual capacity, its successors and assigns, and any other corporation or association which may be at any time substituted in its place, as provided in the applicable Master Indenture.

Section 1.02 Other Definitional Provisions.

(a) All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(b) As used in this Agreement and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in this Agreement or in any such certificate or other document, and accounting terms partly defined in this Agreement or in any such certificate or other document to the extent not defined, shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Agreement or in any such certificate or other document shall control.

(c) The words “hereof”, “herein”, “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; Article, Section, Schedule and Exhibit references contained in this Agreement are references to Articles, Sections, Schedules and Exhibits in or to this Agreement unless otherwise specified; and the term “including” shall mean “including without limitation.”

(d) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

(e) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and

includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; references to a Person are also to its permitted successors and assigns.

Section 1.03 Term of this Agreement.

This Agreement shall remain in full force and effect for the period during which any of the Assessment Installment Receivables purchased under this Agreement remains outstanding.

Article II

Purchase and Sale of Assessment Installment Receivables

Section 2.01 Purchase and Sale of Assessment Installment Receivables; Assignment of Rights.

(a) *Purchase and Sale.* In consideration of the Company's promise to deliver on the Closing Date to or upon the order of SANBAG the sum of \$_____ (the "Purchase Price"), which is equal to the principal amount of \$_____ of the delinquent Assessment Installments included in Assessment Installment Receivables to be purchased ("Assessment Installments Purchased"), plus a premium equal to seven and a half percent (7.5%) of the Assessment Installments Purchased (the "Premium") in the amount of \$_____, SANBAG does hereby sell, transfer, assign, set over and otherwise convey to the Company, without recourse (but subject to the obligations herein), all right, title and interest of SANBAG on the Closing Date, free and clear of all liens, claims and interest, whether now owned or hereinafter acquired, in and to:

- (i) the Assessment Installment Receivables;
- (ii) all Collections in respect of the Assessment Installment Receivables since the Cut-off Date; and
- (iii) the proceeds of any and all of the foregoing.

(b) *Collections.* The Company shall be entitled, from and after the Closing Date, to receive all Collections with respect to the Assessment Installment Receivables.

(c) *Payment and Application of Purchase Price.* On the Closing Date, the Company shall pay or cause to be paid the Purchase Price, together with the Premium thereon, in immediately available funds by federal funds wire to or upon the order of SANBAG. SANBAG covenants that (i) it shall treat the Purchase Price as Assessments or Assessment Administrative Fees, as applicable, for all purposes under the terms of the applicable Master Indenture or other document by which any bonds, notes or other evidences of indebtedness were issued and secured by the Assessments to which the Assessment Installment Receivables relate, and (ii) it shall apply the Purchase Price to the payment of the bonds secured by the Assessments to which the Assessment Installment Receivables relate, and to the other authorized purposes to which the

Assessments or the Assessment Administrative Fees may be applied (including without limitation replenishment of reserve funds and payment of administrative expenses), to the same extent that the proceeds of the Assessments and Assessment Administrative Fees constituting the Assessment Installment Receivables would have been required to be applied had they been paid by the respective property owner before delinquency and received by SANBAG.

Section 2.02 Closing Conditions. The obligation of the Company to purchase the Assessment Installment Receivables and pay the Purchase Price, together with the Premium thereon, will be subject to the accuracy of the representations and warranties of SANBAG herein, to the accuracy of statements to be made by or on behalf of SANBAG, to the performance by SANBAG of its obligations hereunder and to the following additional conditions precedent:

(a) *Executed Agreement.* At the Closing Date, this Agreement must have been authorized, executed and delivered by the respective parties thereto, and this Agreement and all official actions of SANBAG relating thereto must be in full force and effect and not have been amended, modified or supplemented.

(b) *Closing Documents.* The Company must receive the following opinions and certificates (which may be consolidated into a single certificate for convenience), dated the Closing Date and acceptable to the Company:

(i) *Legal Opinion of Bond Counsel.* An approving opinion of Bond Counsel to the effect that the obligations of SANBAG under this Agreement are valid, binding and enforceable, and as to certain other matters, addressed to, and in form and substance satisfactory to, SANBAG and the Company.

(ii) *Certificate of SANBAG.* A certificate signed by an appropriate official of SANBAG to the effect that:

(A) SANBAG is duly organized and validly existing as a joint exercise of powers authority under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of March 15, 1973, as further amended to date,

(B) the representatives of SANBAG who executed this Agreement have been duly authorized to do so on behalf of SANBAG,

(C) the representations, agreements and warranties of SANBAG herein are true and correct in all material respects as of the Closing Date,

(D) SANBAG has complied with all the terms of this Agreement which are required to be complied with by SANBAG prior to or concurrently with the Closing Date, and

(E) the execution and delivery of this Agreement have been approved by the governing board of SANBAG, which approval was duly and regularly adopted in accordance with all applicable legal requirements.

Section 2.03 Right to Terminate. If SANBAG is unable to satisfy the conditions set forth in Section 2.02(a) and (b) hereof, as reasonably determined by the Company, this Agreement may be canceled either in part or in its entirety by the Company at any time. Notice of such cancellation shall be given to SANBAG in writing, or by telephone call confirmed in writing. Upon receipt of a notice of cancellation pursuant to this Section 2.03, SANBAG shall remit the full Purchase Price, together with the Premium thereon, to and upon the order of the Company.

Section 2.04 Pledge. Although the parties hereto intend that the sale of the Assessment Installment Receivables by SANBAG to the Company be characterized as an absolute sale rather than a secured borrowing, if the sale of the Assessment Installment Receivables is deemed to be a secured borrowing, then in order to secure SANBAG's obligations to the Company hereunder, SANBAG takes the actions set forth below.

(a) SANBAG hereby pledges, assigns and grants a lien to the Company on the following (the "Collateral"):

- (i) the Assessment Installment Receivables;
- (ii) the Collections; and
- (iii) all proceeds of the foregoing.

(b) SANBAG represents and warrants to the Company that:

- (i) this Agreement creates a valid and continuing lien on the Collateral in favor of the Company, which is prior to all other liens, and is enforceable as such as against creditors of and purchasers from SANBAG;
- (ii) SANBAG owns and has good and marketable title to the Collateral free and clear of any lien, claim or encumbrance of any person subject to the provisions of the applicable Master Indenture;
- (iii) other than the lien granted to the Company pursuant to this Agreement, SANBAG has not pledged, assigned, sold, granted a lien on, or otherwise conveyed any of the Collateral; and

(iv) SANBAG is not aware of any judgment or tax lien filings against SANBAG.

These representations and warranties shall survive the Closing and may not be waived.

Section 2.05 Release of Collateral upon Repurchase of Assessment Installment Receivables. Any Assessment Installment Receivable that is repurchased by SANBAG in accordance with this Agreement shall be released from the Collateral when the required payment is made pursuant to Section 3.01(e) of this Agreement. Promptly upon such release, the Company shall amend the Assessment Installment Receivables Schedule to reflect the release of such Assessment Installment Receivable from the terms of this Agreement. Such Assessment Installment Receivable shall cease to be a part of the Collateral and be released from, and no longer be subject to, the pledge of this Agreement. The Company agrees to take or cause to be taken such actions and to execute, deliver and record such instruments and documents as may be set forth in a written request of SANBAG to release such Assessment Installment Receivable from the lien of this Agreement.

Article III The Assessment Installment Receivables

Section 3.01 Representations, Warranties and Covenants as to the Assessment Installment Receivables.

(a) *Representations and Warranties.* SANBAG hereby represents and warrants to the Company that to SANBAG's knowledge (1) as of the Closing Date for the Assessment Installment Receivables, the information set forth in the Assessment Installment Receivables Schedule will be correct in all material respects, and (2) as to each Assessment Installment Receivable transferred hereunder, as of the Closing Date:

(i) SANBAG was the sole owner of such Assessment Installment Receivable;

(ii) SANBAG has full right and authority to sell such Assessment Installment Receivable as provided in this Agreement;

(iii) SANBAG sold such Assessment Installment Receivable free and clear of any and all liens, pledges, charges, security interests or any other statutory impediments to transfer created by or imposed upon SANBAG encumbering such Assessment Installment Receivable (but subject to the right of redemption by the related Property Owner), except for liens that will be discharged by the application of the proceeds of the sale thereof;

(iv) the sale of such Assessment Installment Receivable by SANBAG did not contravene or conflict with any laws, rules or regulations applicable to SANBAG;

(v) the Assessment Installments and Assessment Administrative Fees of which the Assessment Installment Receivable constitutes a portion were validly levied by SANBAG and, to the best knowledge of SANBAG and its agents and representatives, also validly levied and collected by the County on the secured property tax roll on behalf of SANBAG, in accordance with all applicable provisions of the laws, rules and regulations of the State, the County and of the United States;

(vi) the amount of the Assessment Installment Receivable includes Assessment Installments and Assessment Administrative Fees on the secured tax roll which have been levied by SANBAG and by the County on the secured property tax roll on behalf of SANBAG during the applicable Purchased Tax Year which were delinquent as of the Cut-off Date;

(vii) the Assessment Installment Receivable was secured by a legal, valid, binding and enforceable lien on the related Property;

(viii) the lien of the Assessment Installment Receivable represented a valid, proper and enforceable lien on the related Property, the priority of which was subject only to other Assessment Liens on such Property and to certain other priorities prescribed by statute;

(ix) the amount of such Assessment Installment Receivable includes a ten percent (10%) penalty imposed pursuant to Revenue & Taxation Code Section 2617 and/or 2618 on the portion of such Assessment Installment Receivable consisting of the delinquent Assessment Installment(s) and the delinquent Assessment Administrative Fee(s);

(x) interest payable by the related Property Owner has accrued and will continue to accrue on the delinquent Assessment Installments and Assessment Administrative Fees of which the Assessment Installment Receivable constitutes a portion from July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent to the date of payment of such Assessment Installments Receivable at the rate of one and a half percent (1.5%) per month (not compounded) as provided in California Revenue and Taxation Code Section 4103;

(xi) such Assessment Installment Receivable had not been discharged or disallowed (in whole or in part) in a bankruptcy proceeding;

(xii) such Assessment Installment Receivable had not been compromised, adjusted or modified (including by the granting of any discounts, allowances or credits, but not including installment payment plans in accordance with law);

(xiii) such Assessment Installment Receivable was not subject to a foreign government's diplomatic immunity from enforcement or treaty with the United States of America;

(xiv) there existed no fact, condition or circumstance that would prevent the County from being able to sell the related Property in a tax sale upon the expiration of a period of five years from July 1 of the Tax Year after the Tax Year in which the Assessment Installments became delinquent;

(xv) no right of rescission, setoff, counterclaim or defense had been asserted with respect to such Assessment Installment Receivable;

(xvi) SANBAG has not received notice that such Assessment Installment Receivable relates to a Property owned by a Property Owner that is subject to any bankruptcy proceeding commenced prior to the Closing Date;

(xvii) such Assessment Installment Receivable does not relate to a Property owned by a federal, state, or local governmental entity;

(xviii) SANBAG had not waived any penalties or interest with respect to such Assessment Installment Receivable;

(xix) each of the requirements included in the definition of "Assessment Installment Receivable" is satisfied with respect to such Assessment Installment Receivable; and

(xx) none of the exclusion criteria set forth in EXHIBIT C are applicable to such Assessment Installment Receivable unless, as of the Closing Date, any such criteria has been expressly waived in writing by the Company.

(b) Survival of Representations and Warranties; Liability of SANBAG.

(i) It is understood and agreed that the representations and warranties set forth in this Section 3.01, Section 2.04 Section 4.01 and Section 4.02 shall survive the consummation of the sale of the Assessment Installment Receivables on the Closing Date and shall inure to the benefit of the Company.

(ii) It is understood and agreed that the representations and warranties made by SANBAG in Section 3.01(a) hereof are made solely for the purpose of determining the existence of a Defective Assessment Installment Receivable, and in no case shall SANBAG or any of its officers or employees have any liability if it was subsequently discovered that such representations and warranties were in fact false at the time they were made, other than the obligation of SANBAG to repurchase Defective Assessment Installment Receivables as provided in this Agreement.

(c) *Defective Assessment Installment Receivables.* Upon discovery by SANBAG or the Company (based on information provided by the County, examination of the Delinquent Tax Roll, or otherwise) of a breach of any of the foregoing representations and warranties (without regard to any knowledge qualifier) that materially and adversely affects the value of any Assessment Installment Receivable (such Assessment Installment Receivable, a “Defective Assessment Installment Receivable”), the party making such discovery shall immediately notify SANBAG or the Company of such discovery and describe in reasonable detail the representations and warranties that were breached.

The Company may, at its option, require SANBAG to repurchase the Defective Assessment Installment Receivable. Under no circumstances will SANBAG have the right to require the resale of a Defective Assessment Installment Receivable to the Company. SANBAG shall have no right to substitute another Assessment Installment Receivable for a Defective Assessment Installment Receivable.

If the Company elects to require SANBAG to repurchase a Defective Assessment Installment Receivable, the Company shall give written notice to SANBAG. Such notice must (i) identify the Defective Assessment Installment Receivable, (ii) if the Assessment Installment Receivable Balance as of the Closing Date is determined to be less than the amount thereof shown on the Assessment Installment Receivables Schedule, state the amount of such deficiency and (iii) be accompanied by documentation from the County which reasonably establishes the factual basis for the determination of the breach. SANBAG shall fully cooperate (at its own expense), or utilize all reasonable efforts to cause the County to cooperate, as reasonably requested by the Company in the investigation and reporting of the foregoing matters.

For purposes of clause (ii) of the preceding paragraph, if the adjustments to the Assessment Installment Receivable Balance result from adjustments to the Delinquent Tax Roll provided by the County, the Company will use its best reasonable efforts to obtain the reason(s) for the adjustments from the County, but if the Company is unable to obtain such reasons despite using its best reasonable efforts to do so, such inability shall not be grounds for rejection or disallowance of the adjustment.

(d) *Effect of Reduced Assessment Installment Receivable Amount.* If any Assessment Installment Receivable becomes a Defective Assessment Installment Receivable solely as a result of the determination that the Assessment Installment Receivable Balance as of the Closing Date (or applicable repurchase date) was less than the amount set forth on the Assessment Installment Receivables Schedule, then only the amount of the reduction of such Assessment Installment Receivable shall be deemed to be repurchased and such Assessment Installment Receivable, at its reduced Assessment Installment Receivable Balance, shall continue to be an Assessment Installment Receivable for all purposes of this Agreement.

(e) *Cure or Purchase of Defective Assessment Installment Receivables.* As to any Defective Assessment Installment Receivable, on or prior to the next date on which SANBAG receives the normal payments of Assessment Installments and

Assessment Administrative Fees from the County following the day on which it is discovered that what was supposed to be an Assessment Installment Receivable is, in fact, a Defective Assessment Installment Receivable, SANBAG shall, at its option, either (A) cure or cause to be cured such breach or (B) pay to the Company, in immediately available funds, the Defective Assessment Installment Receivable Purchase Amount.

If any Assessment Installment Receivable is determined to be a Defective Assessment Installment Receivable prior to the Closing Date, the Defective Assessment Installment Receivable Purchase Amount shall be subtracted from the Purchase Price and Premium payable to SANBAG on the Closing Date.

The obligations of SANBAG under this Section 3.01(e) shall constitute the sole remedies available to the Company with respect to a Defective Assessment Installment Receivable and SANBAG shall not incur any other liability to the Company or any other Person because of any inaccuracy of any representation or warranty made under this Section 3.01 with respect to the Assessment Installment Receivables. Upon the repurchase of a Defective Assessment Installment Receivable by SANBAG, the Company shall cause the Assessment Installment Receivables Schedule to be amended to delete the Defective Assessment Installment Receivable, and SANBAG shall have no further liabilities or obligations with respect to such Defective Assessment Installment Receivable.

(f) *Company's Calculation of Defective Assessment Installment Receivables.* The Company shall cause the Company's calculations and/or recalculations of any adjustments made under this Section 3.01 (herein, "Adjustments") to be delivered to SANBAG. SANBAG shall have ten (10) Business Days after delivery thereof to review the Adjustments and submit to the Company any objections and deliver revised Adjustments to SANBAG. If SANBAG does not respond to any such Adjustments (as they may be revised) within ten (10) Business Days after delivery, such Adjustments shall be deemed final and binding on SANBAG, and SANBAG shall remit any payment required by Section 3.01(e).

Section 3.02 Enforcement and Collection; Assignment of Rights.

(a) *Enforcement Rights of the Company.* Except as provided herein, the Company shall be entitled to assert all right, title, and interest of SANBAG in the enforcement and collection of the Purchased Receivables, including but not limited to SANBAG's lien priority, and SANBAG's right to receive the Collections on the Purchased Receivables. Notwithstanding the foregoing, the Company acknowledges that Streets & Highways Code Section 5898.28(b)(2) provides that (i) the Company is not authorized to initiate and prosecute a judicial foreclosure action upon the Properties securing the payment of the Purchased Receivables and (ii) prosecution of such a judicial foreclosure action remains the responsibility of SANBAG.

From and after the receipt by SANBAG of the Purchase Price on the Closing Date, SANBAG shall have no rights whatsoever in and to the Purchased Receivables, including but not limited to the right to receive any Collections in respect of the Purchased

Receivables, except with respect to Defective Assessment Installment Receivables repurchased by SANBAG in accordance with Section 3.01 hereof.

SANBAG shall cooperate fully with the Company as may be reasonably required by the Company to exercise any enforcement rights granted to the Company under this Agreement. SANBAG shall take all actions as may be reasonably required by law, including but not limited to the initiation of judicial foreclosure proceedings upon the request of the Company upon the Properties securing the payment of the Purchased Receivables upon behalf of the Company as provided for herein, fully to preserve, maintain, defend, protect and confirm the interests of the Company in the Purchased Receivables and the Collections. Any such enforcement actions, including judicial foreclosure proceedings, required to be undertaken by SANBAG at the Company's request shall be at the sole expense of the Company. If the cost of any such enforcement action is recovered by SANBAG such funds shall first be used to reimburse SANBAG for any such costs that have not been paid by the Company and, upon reimbursement of SANBAG for all such costs, such remaining funds shall be used to reimburse the Company for such costs as have been paid by the Company.

The Company and SANBAG agree that the primary means of enforcement of the payment of a Purchased Receivable shall be a tax sale by the County in which the Property securing such Purchased Receivable is located pursuant to the applicable provisions of Part 6 of Division 1 of the California Revenue and Taxation Code (the "R&T Code"). The Company shall initially forebear from requesting SANBAG to initiate judicial foreclosure proceedings upon any Property securing the payment of a Purchased Receivable for a period of nine (9) years from the date of the original delinquency of the Purchased Receivable. If the County fails to attempt to sell such Property as required pursuant to R&T Code Section 3692 within nine (9) years from the date such Property can be sold at a tax sale, the Company may request that SANBAG initiate judicial foreclosure proceedings to secure the payment of the Purchased Receivable. Following receipt of such request from the Company, SANBAG may, at its sole discretion, (1) initiate such foreclosure proceedings or (2) repurchase such Purchased Receivable from the Company for an amount equal to the Purchase Price and Premium of such Purchased Receivables set forth in the Assessment Installment Receivables Schedule reduced by the amount, if any of Collections on such Purchased Receivables which have been applied to the recovery of such Purchase Price and Premium and paid to the Company as of the date of calculation.

(b) *Change of Records; Further Actions and Assurances.* On or before the Closing Date, SANBAG shall mark its appropriate records so that, from and after the Closing Date, records of SANBAG shall indicate that such Purchased Receivables have been sold. SANBAG hereby agrees to (i) execute, deliver and cause to be approved and/or recorded all documents, and take all actions, as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify the County of the assignments made under this Agreement, and (ii) execute, deliver and cause to be approved all amendments to any documents under which bonds or other debt secured by the Purchased Receivables were issued as may be required to assign the Purchased Receivables and the Collections to the Company under this

Agreement, and to notify any applicable bond trustee, fiscal agent or payment agent of the assignments made under this Agreement.

(c) *Administration and Remittances of Collections.* SANBAG shall take all commercially reasonable best efforts as may be required to cause the Collections, when remitted by the County to SANBAG, to be remitted as soon as reasonably possible, and in any event not less frequently than once per calendar year, by or on behalf of SANBAG to the Company by federal funds wire transfer to the following account:

CIBC Bank USA
ABA 071006486
Acct Number: 2202292
Acct Name: Elm Limited LLC

If the Company becomes aware of Collections that have been remitted by the County to SANBAG and not paid to the Company, the Company may notify SANBAG in writing and SANBAG agrees to take all actions required to remit those Collections to the Company as soon as reasonably possible. If any Collections received by SANBAG from the County are not remitted to the Company within ten (10) business days of such notice, SANBAG agrees to pay to the Company upon demand interest on the amount of such unpaid Collections at the rate of ten percent (10%) per annum for each day such Collections remain unpaid after such date.

SANBAG shall cause all notices and reports relating to the Purchased Receivables to be provided to the Company as and when they are available from SANBAG, the Trustee or the Assessment Administrator. In addition, SANBAG shall provide, or cause the Assessment Administrator to provide monthly reporting to the Company on the status of Assessment Installment Receivables, cash reconciliations, and such other similar reports as the Company may reasonably request to enable the Company to account for the Assessment Installment Receivables. The costs of providing such notices and reports as described in this paragraph shall be borne by SANBAG.

(d) *Covenant Not to Waive Penalties.* SANBAG agrees not to waive all or any portion of delinquency penalties and redemption penalties as permitted by any provision of applicable law with respect to any delinquent Assessment Installments included within the Purchased Receivables.

Article IV SANBAG

Section 4.01 Representations of SANBAG. SANBAG makes the following representations on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables. The representations speak as of the Closing Date, and shall survive the sale of the Assessment Installment Receivables to the Company and the pledge thereof to the Company pursuant to this Agreement.

(a) *Due Organization, Existence and Company.* SANBAG is a joint exercise of powers authority, duly organized and validly existing under the Joint Exercise

of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of March 15, 1973, as further amended to date, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to sell the Assessment Installment Receivables and the Collections to the Company, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution.* By all necessary official action of the governing board of SANBAG, SANBAG has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations.* This Agreement constitutes the legal, valid and binding obligation of SANBAG, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of SANBAG or of the voters of SANBAG's member jurisdictions, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(e) *No Conflicts.* The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which SANBAG (or any of its officers in their respective capacities as such) are subject, or by which it or any of its properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(f) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with service of process accomplished or, to the knowledge of SANBAG, pending or threatened, that:

(i) in any way questions the legal existence of SANBAG or the titles of the officers of SANBAG to their respective offices that would have

any material likelihood of affecting the obligations of SANBAG under this Agreement;

(ii) contests the validity or the power and authority of SANBAG to sell or pledge the Assessment Installment Receivables to Company;

(iii) affects, contests or seeks to prohibit, restrain or enjoin the execution and delivery of this Agreement, the sale or pledge of the Assessment Installment Receivables by SANBAG to Company, or the payment of Collections on the Assessment Installment Receivables to the Company;

(iv) in any way contests or affects the validity of this Agreement, the power or authority of SANBAG to enter into this Agreement and perform its obligations hereunder or the consummation of the transactions contemplated hereby; or

(v) may result in any material adverse change relating to SANBAG's ability to comply with its obligations under this Agreement or to the Assessment Installment Receivables.

Section 4.02 Additional Representations and Agreements. SANBAG makes the following additional representations and agreements as of the Closing Date, on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables:

(a) SANBAG has transferred the Assessment Installment Receivables to the Company pursuant to this Agreement for the Purchase Price, together with the Premium thereon, specified in this Agreement in cash. The consideration paid to SANBAG represents the fair market value of the Assessment Installment Receivables. This consideration was agreed upon as the result of arm's length negotiations. SANBAG has determined that the transactions contemplated by this Agreement and the related documents provide the maximum available financial benefits to SANBAG consistent with other objectives and requirements of SANBAG.

(b) SANBAG properly treats the transfer of the Assessment Installment Receivables to the Company as a sale pursuant to generally accepted accounting principles.

(c) There are no other agreements between SANBAG and the Company relating to or affecting the Assessment Installment Receivables, other than this Agreement.

(d) SANBAG does not receive any payments with respect to the Assessment Installment Receivables, except pursuant to this Agreement.

(e) SANBAG will mark its appropriate records so that they indicate the Assessment Installment Receivables have been sold and that the Company is the owner

of such Assessment Installment Receivables. Such records of SANBAG may be in the form of a computer tape, microfiche, or other electronic or computer media.

(f) Sales of assets to the Company by SANBAG, including but not limited to the Assessment Installment Receivables, at all times have constituted and will constitute absolute transfers and conveyances, for fair and reasonably equivalent consideration, of all of the seller's right, title and interest in, to and under those assets for all purposes.

(g) SANBAG at no time has taken or will take any action that is inconsistent with any of the foregoing assumptions and that has given or will give (i) any creditor or future creditor of the Company cause to believe mistakenly that any obligation incurred by SANBAG has been or will be not only the obligation of SANBAG, but also of the Company, or (ii) any creditor or future creditor of either SANBAG or the Company cause to believe mistakenly that SANBAG and the Company have not been or will not continue to remain separate and distinct entities.

Section 4.03 Representations of Company. Company makes the following representations as of the Closing Date on which the SANBAG is deemed to have relied in selling the Assessment Installment Receivables to Company.

(a) *Due Organization, Existence and Company.* Company is a limited liability company, duly organized and validly existing under the laws of the State of Illinois, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to purchase the Assessment Installment Receivables and the Collections from SANBAG, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution.* By all necessary official action of Company, Company has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations.* This Agreement constitutes the legal, valid and binding obligation of Company, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *No Conflicts.* The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which Company (or any of its officers in their respective capacities as such) are subject, or by which it or any of its

properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of Company and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with service of process accomplished or, to the knowledge of Company, pending or threatened, that:

(i) in any way questions the legal existence of Company or the titles of the officers of Company to their respective offices that would have any material likelihood of affecting the obligations of Company under this Agreement;

(ii) contests the validity or the power and authority of Company to purchase the Assessment Installment Receivables from SANBAG;

(iii) affects, contests or seeks to prohibit, restrain or enjoin the execution and delivery of this Agreement, the purchase of the Assessment Installment Receivables by Company from SANBAG, or the payment of Collections on the Assessment Installment Receivables to the Company;

(iv) in any way contests or affects the validity of this Agreement or the consummation of the transactions contemplated hereby; or

(v) may result in any material adverse change relating to Company's ability to comply with its obligations under this Agreement.

Article V Miscellaneous

Section 5.01 Amendment. This Agreement may be amended by an instrument in writing signed by SANBAG and the Company.

Section 5.02 Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and is made solely for the benefit of the parties hereto. No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein.

Section 5.03 Notices. All notices or communications to be given under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective either (a) upon actual receipt after deposit in the United States mail, postage prepaid, or (b) in the case of personal delivery to any person, upon actual receipt. The Company or SANBAG may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Company:	FNA California, LLC c/o First National Assets 120 N. LaSalle, Suite 1220 Chicago, IL 60602 Attn: General Counsel
If to SANBAG:	San Bernardino Associated Governments 1170 West 3rd Street, 2nd Floor San Bernardino, California 92410 Attn: Raymond Wolfe, Executive Director

Section 5.04 No Assignment by SANBAG. Notwithstanding anything to the contrary contained herein, this Agreement may not be assigned by SANBAG.

Section 5.05 Limitations on Rights of Others. The provisions of this Agreement are solely for the benefit of SANBAG and the Company, and nothing in this Agreement, whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

Section 5.06 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 5.07 Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 5.08 Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 5.09 Governing Law and Venue.

(a) This Agreement shall be construed in accordance with the laws of the State, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

(b) To the extent permitted by law, the parties hereto agree that any and all claims asserted against the Company arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside, California or in the California State Courts located in San Bernardino, California.

(c) If SANBAG commences any action against the Company in a court located other than in Riverside or San Bernardino, California, upon request of the Company, SANBAG shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside (federal) or San Bernardino (State), California or, if the court where the action is initially brought will not or cannot transfer the action, SANBAG shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside (federal) or San Bernardino (State), California.

(d) To the extent permitted by law, the parties hereto agree that any and all claims asserted against SANBAG arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside County, California or in the California State Courts located in San Bernardino County, California.

(e) If the Company commences any action against SANBAG in a court located other than in Riverside (federal) or San Bernardino (State) County, California, upon request of SANBAG, the Company shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside (federal) or San Bernardino (State) County, California or, if the court where the action is initially brought will not or cannot transfer the action, the Company shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside (federal) or San Bernardino (State) County, California.

(f) With respect to any action between SANBAG and the Company in California State Court brought in accordance with the provisions of this Section, SANBAG and the Company each hereby expressly waives and relinquishes any rights either might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a California State Court outside the county in which it is pending.

(g) With respect to any action between SANBAG and the Company in Federal Court brought in accordance with the provisions of this Section, SANBAG and the Company each hereby expressly waives and relinquishes any right either might otherwise have to move to transfer the action to another United States Court.

Section 5.10 Nonpetition Covenants. Notwithstanding any prior termination of this Agreement, SANBAG shall not, prior to the date which is one (1) year and one (1) day after the termination of this Agreement with respect to the Company, acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or government against Company for the purpose of commencing or sustaining a case against the Company under any Federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Company.

Section 5.11 Successor Is Deemed Included In All References To Predecessor. Whenever in this Agreement either SANBAG or the Company is named or referred to, such reference shall be deemed to include the successors thereof, and all the covenants and agreements in this Agreement by or for the benefit of SANBAG and Company shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 5.12 Waiver of Personal Liability. No member, officer, agent or employee of the Company or SANBAG shall be individually or personally liable for the payment of any amount due hereunder or be subject to any personal liability or accountability by reason of the transactions described herein; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

Section 5.13 Exclusive Right of First Refusal. SANBAG hereby grants to the Company an exclusive right of first refusal to purchase, upon similar and mutually agreeable terms in this Agreement, *mutatis mutandis*, Assessment Installment Receivables that become delinquent with respect to the Tax Years ending on June 30, 2025, June 30, 2026 and June 30, 2027 as follows:

(a) With respect to Assessment Installment Receivables secured by Properties that also secure Assessment Installment Receivables that were previously purchased by the Company, such purchases shall be documented by the execution of an agreement in the form of this Agreement, *mutatis mutandis*, with the purchase price and premium calculated in the same manner as this Agreement; and

(b) With respect to all other Assessment Installment Receivables, such purchases shall be documented by the execution of an agreement in the form of this Agreement, *mutatis mutandis*, with the purchase price and premium calculated in the same manner as this Agreement, modified as the parties mutually agree.

[Next page is signature page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

SAN BERNARDINO ASSOCIATED
GOVERNMENTS

By _____

Name: Raymond W. Wolfe
Title: Executive Director

Approved as to Form

By: _____

Bond Counsel

FNA CALIFORNIA, LLC

By _____

Name: John Eisinger
Title: CEO

Attachment: Purchase and Sale Agreement without Exh.A-SANBAG - FY 2022-2023 (9725 : Purchase and Sale Agreement for PACE

EXHIBIT "B"
LIST OF MASTER INDENTURES

- (a) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of November 1, 2013, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (First Residential Property Tranche – Phase One);
- (b) Amended and Restated Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 3, 2014, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (First Residential Property Tranche – Phase One);
- (c) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 3, 2014, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Second Residential Property Tranche – Phase One);
- (d) Amended and Restated Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of March 4, 2015, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Second Residential Property Tranche – Phase One);
- (e) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of March 4, 2015 relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Third Residential Property Tranche – Phase One);
- (f) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of July 1, 2015, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Fourth Residential Property Tranche – Phase One);
- (g) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of October 1, 2015, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Fifth Residential Property Tranche – Phase One);
- (h) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2016, relating to the San Bernardino Associated Governments Limited Obligation Improvements

Bonds (SANBAG HERO Program) (Sixth Residential Property Tranche – Phase One);

- (i) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of May 1, 2016 relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Seventh Residential Property Tranche – Phase One);
- (j) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2016, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Eighth Residential Property Tranche – Phase One);
- (k) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Ninth Residential Property Tranche – Phase One);
- (l) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of March 1, 2017, relating to the San Bernardino Associated Governments Limited Subordinate Obligation Improvement Bonds (SANBAG HERO Program) (First Residential Property Tranche – Phase One), as amended;
- (m) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of May 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Tenth Residential Property Tranche – Phase One);
- (n) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Eleventh Residential Property Tranche – Phase One);
- (o) Amended and Restated Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of November 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Eleventh Residential Property Tranche – Phase One).

EXHIBIT "C"
EXCLUSION CRITERIA

1. On the Closing Date, an Assessment Installment Receivable that is not lawfully collectable or no longer constitutes a valid and existing lien on the subject Property.
2. On the Closing Date, an Assessment Installment Receivable where the subject Property (i) has been or is expected to be designated as a CERCLA or government designated environmental cleanup site or (ii) is subject to environmental contamination that could materially decrease the market value thereof.
3. On the Closing Date, a subject Property that is described as, owned by, or used for (a) vacant land, (b) a church or religious organization, (c) orphanages or other non-profit or charitable services, (d) sanitariums, convalescent and rest homes, (e) military properties, (f) forests parks or recreational areas, (g) public schools, (h) public colleges (i) public hospitals, (j) county properties, (k) state properties, (l) federal properties, (m) municipal properties, (n) utility properties (e.g., gas, electric, telephone, water, sewage, railroads, pipelines, canals, radio/tv/mobile communications towers), (o) subsurface rights, (p) right-of-way, streets, roads, irrigation channels and ditches, (q) rivers, lakes or other submerged lands, (r) sewage, disposal, solid waste disposal, borrow pits, drainage reservoirs, waste lands, marshes, sand dunes, or swamps or (s) heavy manufacturing or mineral processing.
4. At the time of origination, a subject Property, including improvements thereon, has an assessed value or market value of less than \$75,000.
5. On the Closing Date, an Assessment Installment Receivable where the original date of delinquency is greater than three hundred sixty-five (365) days prior to the Cut-off Date.
6. An Assessment Installment Receivable that was not originated by a SANBAG or any of its authorized program administrators.
7. On the Closing Date, an Assessment Installment Receivable that has been (a) challenged as to amount, enforceability or validity, (b) the subject of litigation, (c) subject to right of rescission, right of setoff or counterclaim, or (d) subjected to the assertion of defenses with respect to any of the foregoing.
8. At the time of origination, an Assessment Installment Receivable where (a) the loan to value ratio of the existing mortgage is greater than ninety percent (90%) or (b) the ratio of the aggregate amount of debt secured by any lien on the related Property to the market value of the Property is greater than ninety-five percent (95%).
9. On the Closing Date, an Assessment Installment Receivable that is subordinate to other valid claims on the subject Property or that otherwise does not have a first lien.

Minute Action

AGENDA ITEM: 11

Date: July 5, 2023

Subject:

Release of RFP for Commercial Paper Program

Recommendation:

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

Authorize the Executive Director, or his designee, to release Request for Proposals No. 23-1002968 for providing Bank Credit services for the issuance of up to \$25 million aggregate principal amount of Measure I Subordinate Sales Tax Revenue Commercial Paper Notes, with an agreement term for three years, in connection with the SBCTA Measure I short-term borrowing program, subject to approval as to form by General Counsel.

Background:

San Bernardino County Transportation Authority (SBCTA) staff request the release of the Request for Proposals (RFP) No. 23-1002968 to allow access to short-term financing. The proceeds from the issuance of commercial paper (CP) will mainly inject cash for the North First Avenue Bridge Project in the City of Barstow, for which SBCTA is the implementing agency, since the Federal Highway Bridge Program is delayed in reimbursing funds. Additional potential need for cash flow is the Interchange Program for the Interstate 10 (I-10) Mount Vernon Avenue Interchange and I-10 Cedar Avenue Interchange Projects. Management's approach to issuing debt is conservative and will utilize inter-fund borrowing when possible to minimize interest and financing costs.

The CP is expected to be issued pursuant to a Subordinate Indenture and Issuing and Paying Agent agreement. SBCTA will be issuing up to \$25 million aggregate principal amount of its Measure I Subordinate Sales Tax Revenue Commercial Paper Notes. Payment of the CP will be subordinate to SBCTA's Sales Tax Revenue Bonds issued under the Indenture, dated as of March 1, 2012, as supplemented from time to time, between SBCTA and current trustee US Bank.

Staff is requesting the Board of Directors authorize the Executive Director, or his designee, to release RFP No. 23-1002968 for providing bank credit services for up to \$25 million for three years.

Financial Impact:

A budget amendment will be required for Fiscal Year 2023/2024 and will be recommended when awarding contract.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Entity: San Bernardino County Transportation Authority

This page was intentionally left blank

Approved
Board of Directors
Date: July 5, 2023
Witnessed By:

ATTACHMENT “A”

BANK CREDIT SERVICES

San Bernardino County Transportation Authority

San Bernardino County Transportation Authority (“SBCTA”) is requesting proposals from financial institutions interested in providing Bank Credit services up to \$25 million in connection with the SBCTA’s Measure I short-term borrowing program. As part of the program, the SBCTA is requesting proposals from financial institutions for 1) direct-pay letters of credit (“LOCs”), or 2) alternative bank products that utilize a direct loan and a fixed rate or floating rate index to establish interest rates (“Alternative Bank Products”) that provide a low cost, flexible funding source similar to a Commercial Paper program.

BACKGROUND

Measure I Commercial Paper

The commercial paper (“CP”) is expected to be issued pursuant to a Subordinate Indenture and Issuing and Paying Agent agreement. SBCTA will be issuing up to \$25,000,000 aggregate principal amount of its Measure I Subordinate Sales Tax Revenue Commercial Paper Notes. Payment of the CP will be subordinate to SBCTA's Sales Tax Revenue Bonds issued under the Indenture, dated as of March 1, 2012, as supplemented from time to time, between SBCTA and current trustee is US Bank. Reimbursement obligations to the CP bank will be additional subordinate obligations under the Subordinate Indenture payable from the Measure I sales tax.

I. Available Information

The items listed below can be downloaded from the Finance/Budget webpage of SBCTA at <http://www.gosbcta.com/about-sbcta/about-financial-info.html>:

- Historical and Current Annual Comprehensive Financial Report
- Adopted FY 2023 Budget
- Historical and Current Measure I Sales Tax Receipts
- Financial Policies – Debt Policy and Investment Policy

The following documents are attached to this Request for Proposals:

- Current Rating Reports
- Form of CP Reimbursement Agreement (the “Reimbursement Agreement” or “Agreement”)
- Measure I First Tier Senior Sales Tax Revenue Refunding Bonds Series 2014-A and 2022-A Official Statements
- SBCTA’s most recent OS.

II. REQUIREMENTS

- A. Using the Bank Facility Letter of Credit (LOC) Pricing Matrix provided as Item 1 of RFP Attachment B, Approved Price Form, please give LOC pricing indications based on the SBCTA's Measure I outstanding bonds which are rated "Aa1/AAA" from Moody's and Standard & Poor's, respectively. In addition, please provide the change in pricing you would propose if SBCTA's ratings are upgraded or downgraded.
- B. If proposing an Alternative Bank Product, please use Alternative Bank Product Pricing Matrix provided as Item 2 of RFP Attachment B, Approved Price Form, to provide indications and terms and conditions assuming SBCTA's Measure I outstanding bonds are rated "Aa1/AAA" from Moody's and Standard & Poor's, respectively. In addition, please provide the change in pricing you would propose if such ratings are upgraded or downgraded.
- C. Please indicate two law firms and primary attorneys you would propose as bank counsel. SBCTA reserves the right to approve a bank counsel from the two firms proposed. Also, if your financial institution requires the use of special counsel, please indicate the law firm and estimated cost in the Pricing Matrices. This additional cost will be considered when evaluating your proposal.
- D. SBCTA desires to set a limit on legal and out-of-pocket expenses incurred by the bank. Please indicate in the Pricing Matrices: (i) a cap on the legal fees and expenses of counsel to the bank and (ii) a cap on any other eligible expenses to be incurred by the bank.
- E. For Alternative Bank Products, please provide a detailed description of the product, including a summary of the potential benefits and risk factors, and a list of issuers currently using the product. Describe any conditions to funding the product. Describe whether the bank intends to hold the securities or offer them to other investors. Also, detail the documentation (e.g., credit information, offering memorandum, legal opinions, etc.) that the institution requires in order to successfully close the transaction. If available, please provide a sample bank facility document and particularly note any representations and warranties, covenants, or events of default to be included that differ materially from the existing terms contained in the attached draft form of the Reimbursement Agreement. Please note, however, the extent of any such differences may affect the SBCTA's decision to select any bank. Please limit your response to this section to no more than four pages, excluding the sample document.
- F. In the Pricing Matrices please also provide pricing indications for the fees and rates listed in items 1-7 below:
 1. Draw fees
 2. Amendment fee
 3. Extension Fee
 4. Base Rate/ Bank interest rate (should be quoted on a Prime Rate or Fed Funds basis)/ day basis
 5. Default rate/day basis

6. Non-legal fees and expenses (specify nature of expense and whether it is an annual or one-time expense)
7. Any other related fees you would expect the SBCTA to pay.

G. In the Pricing Matrices provide your term-out interest rate and repayment terms. For the amortization start date, please specify a minimum of no earlier than 90 days. For the amortization end date, please specify a minimum of no earlier than three years. A longer term-out period will be a positive factor in the SBCTA's review of proposals.

H. SBCTA would prefer that all interested firms or providers obtain preliminary credit approval for this transaction prior to submitting a proposal. Please indicate whether such approval has been obtained and if not, please describe the approval process and indicate the timing for credit approval once an award is made.

I. SBCTA requests that proposers keep their offers open until at least November 1, 2023.

III. TERMS AND CONDITIONS

For purposes of your institution's proposal, please assume the following terms and conditions:

Obligor:	SBCTA.
Size of Facility:	Up to \$25 million principal amount plus interest.
Security:	Reimbursement obligations are payable from Measure I Sales Tax revenues on parity with the Measure I Commercial Paper Notes and on a subordinate basis to the Measure I Senior Lien Bonds.
Term:	Proposals are requested for a LOC and Alternative Bank Products of two or more years (with a preference for at least three to four years) with provisions for renewal.
Term out period:	Minimum term out period of three years. A longer term-out period will be a positive factor in the SBCTA's review of proposals.
Interest Rate on any unreimbursed bank advances, including "bank bonds":	The interest rate proposed should be quoted on a Prime Rate or Fed Funds basis.
Representations, Warranties, Covenants and Other Terms:	Customary representations and warranties including organization of SBCTA, authorization and validity of related documents, financial information, no material adverse change, full disclosure, no material litigation, approvals, no violation of agreements, solvency and absence of default or event of default.

Opinions:	Bank Counsel will be expected to provide a validity opinion, and an accuracy opinion with respect to the summary of the bank documents in the offering document.
Governing Law:	California.
Other:	A draft form of Reimbursement Agreement is provided. Banks must submit proposed additions, deletions or amendments to the terms of this Agreement that your institution feels are absolutely necessary as a condition to providing a commitment.
Minimum Credit Ratings:	LOC proposers must have long-term ratings at least equivalent to A3 and A- from at least two nationally recognized credit rating agencies, as well as two short-term ratings of at least P-1, A-1, or F1.
Termination Fee:	No termination fee due if termination is due to invocation of increased costs provision, downgrade of provider below P-1, A-1 or F-1, or refinancing of the CP notes with long-term financing, or for convenience.

Minute Action

AGENDA ITEM: 12

Date: July 5, 2023

Subject:

Revision to Policy No. 10107 Compensation Administration

Recommendation:

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

Approve revisions to Compensation Administration Policy No. 10107 to include salary range adjustments based on Consumer Price Index and longevity pay compensation.

Background:

Compensation Administration Policy No. 10107 was initially approved by the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) in August 1991 to establish SBCTA's compensation plan consisting of a salary plan, a performance evaluation process, a benefits plan, and recognition/rewards program. The Policy has been revised several times since then, most recently in January 2017. Staff recommends two further revisions.

The attached redlined Policy shows a revision to Section XI. Salary Range Adjustments to include the addition of salary range adjustments based upon movement with the Consumer Price Index (CPI) covering Riverside-San Bernardino-Ontario, CA for the 12 month period ending December 31, rounded to the nearest half a percent. Adjustment values would be equal to the CPI but no less than 0 percent and no greater than 4 percent.

The other revision shown in the attached redlined Policy is the addition of Section XIII. Longevity Pay. To receive longevity pay, an employee must be continuously employed with service to SBCTA for a minimum of 15 years (31,200 continuous service hours or more).

Staff is recommending these policy updates as additional means to keep SBCTA's salary range and compensation plan competitive and as a tool to attract and retain qualified employees for SBCTA service.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. SBCTA's General Counsel has reviewed this item and the proposed policy revisions.

Responsible Staff:

Colleen Franco, Director of Management Services

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

San Bernardino County Transportation Authority	Policy	10107
Adopted by the Board of Directors August 7, 1991	Revised	01/04/17 07/05/2023
Compensation Administration	Revision No.	101

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

Table of Contents

| [Purpose](#) | [References](#) | [Policy](#) | [Definitions](#) | [Salary Plan](#) | [Salary Ranges](#) | [Start Rates](#) | [Guidelines for Adjusting Individual Salaries](#) | [Reclassification](#) | [Review of Positions for Reorganization](#) | [Salary Range and Adjustments](#) | [Employee Recognition Program](#) | [Longevity Pay](#) | [Revision History](#) |

I. PURPOSE

The purpose of this policy is to establish SBCTA's compensation plan consisting of a salary plan, a performance evaluation process, a benefits plan, ~~and~~ recognition/rewards program, and longevity pay.

II. REFERENCES

Policy 10107 Appendix A, SBCTA Salary Plan
Policy 10110, Employee Status and Classification
Policy 10115, Performance Evaluation Plan
Policy 10118, Layoffs
Policy 10122, Benefits

III. POLICY

- A. SBCTA shall maintain a compensation plan. The Board of Directors approves salary ranges, rates, and employee benefits, usually during consideration of the Executive Director's recommendations for adoption of the annual budget. Refer to Policy 10122 for employee benefits.
- B. Policies related to salary ranges require adoption by the Board of Directors. The Executive Director shall have the authority to interpret personnel policies and procedures.
- C. The Executive Director is responsible for establishing definitive guidelines on the adjustment of individual salaries. All salary adjustments require approval by the Executive Director subject to budget authorization provided by the Board of Directors. The Executive Director may grant an increase of more than 5% for exceptional performance.

IV. DEFINITIONS

Anniversary Date: An employee's original date of hire in a regular position is the anniversary date for computation of benefits. Refer to [Policy 10110](#) for definition of "regular".

Classification: Refer to [Policy 10110](#) for definition.

Evaluation Date: Date established to evaluate an employee's performance in a particular position. The evaluation date changes depending upon the start date in the position. Refer to [Policy 10115](#).

Position: A position is a post of employment assigned to a specific organizational unit and a specific supervisor.

Reclassification: The salary range, duties, and/or classification (refer to [Policy 10110](#) for definition/description of classification) are adjusted, either higher or lower as a result of an evaluation of duties and responsibilities.

Salary Range: The minimum and maximum of the salary for a particular classification or group of classifications. The range is based upon skills and responsibilities required for work performed in

comparison with other work performed within the Agency and in comparison with the competitive labor market.

Time-in-Position: The amount of time an employee has been in his/her present position.

Underfill: Employee appointed to a position at a lower classification/range (based on skill and experience level) than at the higher budget-approved classification/range.

V. SALARY PLAN

The Salary Plan is reviewed each fiscal year during the budget process. Included are all of the fixed salary ranges (minimum through maximum salary rates of pay) for senior management and for each of the authorized classifications (senior, administrative/professional, and support staff). SBCTA may modify wage ranges from time to time. The Salary Plan is adopted upon approval by the Board of Directors. Refer to Policy 10107 Appendix A, SBCTA Salary Plan.

VI. SALARY RANGES

Salaries are set on specific ranges determined by the skills and responsibilities required by the position. SBCTA establishes a range for each authorized classification. Generally, the midpoint of a salary range is the level at which a competently performing employee would be placed and movement from midpoint to the maximum of the range would be to recognize excellent performance.

The Salary Plan is reviewed each fiscal year during the budget process. Included are all of the fixed salary ranges (minimum through maximum salary rates of pay) for senior management and for each of the authorized classifications (senior, administrative/professional, and support staff). SBCTA may modify wage ranges from time to time. The Salary Plan is adopted upon approval by the Board of Directors. Refer to Policy 10107 Appendix A, SBCTA Salary Plan.

VII. START RATES

Before an employment offer is made to an outside candidate or a transfer applicant, the position and starting rate requires approval from the Executive Director or his/her designee.

VIII. GUIDELINES FOR ADJUSTING INDIVIDUAL SALARIES

A. First Advancement

New employees are eligible for salary adjustments after completing 6 months in position. New employees will receive a second evaluation on the first or second July following the 6 months in position evaluation. Increases within a specific range are based upon job performance. Increases of 5% are only authorized when job performance results are excellent or exceptional. Refer to Policy 10115.

B. Subsequent Advancements

For new employees, after the 6 months in position evaluation and the second evaluation, evaluations for subsequent advancement within the range occur in July at the beginning of the new fiscal year, along with all other regular employees

Approval for advancement is based upon work performance and supervisor's recommendation. Refer to Policy 10115.

Eligibility for advancement within the salary range starts at the beginning of the first pay period following the start of the new fiscal year.

An employee whose advancement has been denied shall be eligible for reconsideration for advancement as provided in Policy 10115.

C. Exceptional Performance

The Executive Director is authorized to approve advancement within a range beyond 5%, based only in cases of truly exceptional job performance and a determination that the increase is consistent with the job requirements as established by the agency. Refer to Policy 10115.

D. Top of Range

Employees who have been at or over the maximum of their salary range for 36 months or more will become eligible for advancement based upon work performance and supervisor's recommendation

(Refer to Policy 10115). Such advancement must be approved by the Executive Director and may not exceed 5% in any year. At no time shall advancement exceed more than 10% above the maximum of the employee's salary range assignment.

E. Underfill

In specific circumstances based on skill and experience level, SBCTA may appoint an individual to a lower classification than to the higher budget-approved open classification. For example, SBCTA may underfill an Administrative Assistant, Senior classification opening by appointing an employee to an Administrative Assistant classification rather than to the higher Administrative Assistant, Senior classification. Advancement from the underfill classification to the budget-approved classification is an upgrade appointment (even in an underfill situation). Upgrades are based on an employee's demonstration of the skills and responsibilities required of a position.

F. Technical Title Change

A change in the title of a position without any change in salary range or substantial change in the relevant grade-determining duties or requirements shall constitute a technical title change. There is no probation period.

G. Appointment to Upgraded Classification

Appointment to an upgraded classification follows the same progression as a new hire. Upgraded classifications are subject to probationary status as appropriate, but may be waived by the Executive Director.

H. Emergency Classification

If classification action on a position is urgent, the Executive Director may allocate the position to a new classification. The temporary allocation shall become permanent upon Board of Directors approval of a classification action.

IX. RECLASSIFICATION

When the duties of an existing position have changed substantially, the Board of Directors may reclassify the position appropriately to a new or existing classification. A technical title change is not a reclassification. Reclassification requires approval from the Board of Directors. Reclassifications are normally done with the adoption of the fiscal year budget but may be done at other times.

A. Appointment to Reclassified Position

No incumbent shall have a right to be appointed to a reclassified position. Reclassified positions are subject to open recruitment. The Executive Director may waive the competitive recruitment when the incumbent from the reclassified position has been performing the duties for more than 6 months.

B. Request for Reclassification

Supervisors may submit a request for reclassification to the Director of Management Services who shall review the duties and responsibilities and range scale, and subsequently provide a recommendation to the Executive Director.

C. Reclassification Resulting in Upgrade

A change in the title of a position accompanied by an assignment of the position to a higher salary range constitutes an upgrade reclassification. Incumbents are not automatically promoted to the upgraded position, but must compete through an examination and appointment process. The Executive Director may waive the competitive examination process based upon a review of the job requirements and the skills and experience of the incumbent.

If the incumbent is appointed to the reclassified position, the employee shall be compensated at the amount in the new salary range that comes nearest to but not less than five per cent higher than the rate he/she held in the previous salary range. Evaluation dates change to 6 months in position from effective date of new classification followed by a second evaluation as specified in Policy 10115, and then annually in July of each year.

D. Reclassification Resulting in Downgrade

A change in the title of a position accompanied by an assignment of the position to a lower salary range constitutes a downgrade reclassification. When an employee occupies a position that has been downgraded, the employee shall be considered for any open position equivalent to his/her prior position. Equivalent position is defined as one requiring all of the following: 1) the same kind and amount of

experience; 2) the same degree of skills, knowledge, and abilities; and 3) a salary level no higher than the employee's former position.

If the employee remains in the downgraded position:

1. The employee's new salary at the lower grade shall be placed at a level that yields a salary closest to, but not less than, the current salary. The employee's evaluation date shall not change.
2. The Executive Director may approve an "ex-step" when the position is reclassified to a lower salary range and the incumbent is appointed to the reclassified position. The ex-step is a fixed salary amount higher than the top level in the approved range. An ex-step occurs when a position is downgraded, and the employee in the downgraded position is at a higher salary than the highest level of the new salary range. An employee in an approved ex-step is ineligible for any further salary advances until such time as the salary range is either adjusted so that the ex-step salary is no longer higher than the approved range or the position is reclassified to a higher level.

E. Effective Date of Reclassification

The effective date of reclassification shall coincide with the first workday of a pay period after the Executive Director authorizes the reclassification.

X. REVIEW OF POSITIONS FOR REORGANIZATION

Whenever a unit or department is reorganized (reorganization affects more than one position), the Executive Director may review the positions within the unit or department. Regular employees shall be placed in equivalent positions within the affected unit or department if positions are available.

- A. When the reorganization results in new/changed positions, the rules on reclassifications shall apply.
- B. Provisions governing layoff shall apply (refer to Policy 10118) when the reorganization results in a surplus of employees or when an employee no longer meets the required job standards and qualifications of the new/revised position.
- C. Unless the Executive Director grants a waiver, employees with regular status promoted to an upgraded position shall be required to serve a probationary period, where applicable, in the new position consistent with rules governing probation.
- D. Incumbents not appointed to the upgraded position may be considered for an equivalent open position, retained in the position as a downgrade or an underfill, or be laid off.

XI. SALARY RANGE ADJUSTMENTS

- A. Salary comparisons are periodically performed in an attempt to insure that the salary levels offered by SBCTA are competitive with similar organizations for similar jobs in the same market area.
- B. Adjustments to salary ranges may be approved as a result of salary comparisons to insure SBCTA's competitiveness. These considerations are market based and do not deal with employee performance or time-in-service issues. These adjustments do not affect timing for consideration of increases.
- C. Salary range adjustments may occur based on movement with the Consumer Price Index (CPI) in an effort to keep up with inflation and increasing cost of living. Adjustments would be based on the percent of change in the CPI – All Urban Wage Earners, covering Riverside-San Bernardino-Ontario, CA for the 12 month period ending December 31, rounded to the nearest half a percent. The adjustment value would be equal to the CPI but no less than 0 percent and no greater than 4 percent. Should the CPI value exceed 4 percent, Board approval is required to adjust the range in excess of 4 percent. All salary range CPI adjustments will be reported in the fiscal year budget and salary ranges updated accordingly.

XII. EMPLOYEE RECOGNITION PROGRAM

The Executive Director is authorized to administer an Employee Recognition Program for regular employees.

An Employee Recognition Program shall be structured to:

- Recognize model behaviors and contributions of employees.
- Highlight specific achievements by individuals or team endeavors at all levels in the organization.

- Communicate the value of employee performance and achievement held by the organization.
- Motivate employees and increase job satisfaction.
- Serve as retention strategy for valued employees.

XIII. LONGEVITY PAY

Employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous service with SBCTA. Longevity pay shall be paid on all paid hours up to an employee's regularly scheduled work hours (not to exceed 2,080) and shall be excluded when determining the appropriate rate of pay for a promotion or demotion.

<u>TOTAL COMPLETED SERVICE</u>	<u>COMPENSATION</u>
<u>31,200 Continuous Service Hours (15 years)</u>	<u>2.0%</u>

For purposes of longevity pay only, a year of completed service is defined as 2,080 service hours with SBCTA. Longevity pay will be included as earnable compensation for San Bernardino County Employee's Retirement Association (SBCERA) Tier 1 members. Refer to Policy 10122-2.

XIIIIV. REVISION HISTORY

Revision No.	Description of Changes	Adopted
0	New Policy adopted by the Board of Directors.	08/07/91
1	Policy revision adopted by the Board of Directors. Revised paragraph on support staff increases to remove "...and may be given a one-step increase, based on merit, six months following probation...".	07/01/92
2	Changed "Executive staff" to "Senior management" throughout text. Changed "6 months" to "1040 work hours" and "one year" or "annual" to "2080 work hours" throughout text. Para. I: Revised. Para. II: REFERENCES: Added. Para. III: Revised. Para. IV: Added Para. V: Revised. Para. VI through XIII: Added.	01/09/02
3	Par VIII.A.2.b through e: Added new text on Administrative/Professional Group classification series ranges and steps. Par. VIII.A.3: Added new text on Senior Management ranges.	05/05/04
4	Par. VIII.A.1: Deleted "...satisfactory completion of probation...". Par. VIII.B. Example: Deleted "...the probationary period of ..." and added "...upon recommendation of the supervisor...".	09/13/06
5	Par. IV. DEFINITIONS: Revised definition for "service hours".	10/04/06
6	Deleted "step" and replaced with "rate", "amount", or "level" as appropriate throughout policy. Par. III.C: Deleted last sentence. Par. IV: Deleted definition of "Step". Par. V: Deleted "range and step schedule". Par. VI: Deleted last sentence and added "Generally, the midpoint of a salary range is the level at which a competently performing..." Par. VIII.A.2.d: Deleted. Par. VIII.A.2.e: Deleted. Par. VIII .A.4: New section added "The Executive Director is authorized to approve advancement within a range up to 5%..."	06/02/10
7	Par. III.A and V: Added references to policies on the salary plan and employee benefits. Par. V: Added reference to Policy 10122. Par. VIII: Revised to change from using service hours (1040 service hours and 2080 service hours) to determine performance evaluation due dates to using 6 months in position and second evaluation as described in Policy 10115. Also revised to get all employees on an annual performance evaluation schedule in July, the start of each new fiscal year. Par. IX: Revised to change from service hours (1040 service hours and 2080 service hours) based evaluation schedule to one based on months as described in Policy 10115.	10/06/10
8	Par. III.C and Par. VI: Per 7/12/13 email from SANBAG's Executive Director, the 'Exceptional Performance' rating has been eliminated, making "Excellent Performance" the highest rating.	10/09/13

	Change to this policy was made under ExecutiveDirector's authority.	
9	Par. VIII: Added section D. Top of Range and renumbered sections E,F,G,H. Par. XI: Deleted section C.	6/03/15
10	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
11	Para. XI.C: Added Para. XIII: Added	07/05/2023

San Bernardino County Transportation Authority	Policy	10107
Adopted by the Board of Directors August 7, 1991	Revised	07/05/2023
Compensation Administration	Revision No.	11

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

Table of Contents

[Purpose](#) | [References](#) | [Policy](#) | [Definitions](#) | [Salary Plan](#) | [Salary Ranges](#) | [Start Rates](#) | [Guidelines for Adjusting Individual Salaries](#) | [Reclassification](#) | [Review of Positions for Reorganization](#) | [Salary Range and Adjustments](#) | [Employee Recognition Program](#) | [Longevity Pay](#) | [Revision History](#) |

I. PURPOSE

The purpose of this policy is to establish SBCTA's compensation plan consisting of a salary plan, a performance evaluation process, a benefits plan, recognition/rewards program, and longevity pay.

II. REFERENCES

Policy 10107 Appendix A, SBCTA Salary Plan
 Policy 10110, Employee Status and Classification
 Policy 10115, Performance Evaluation Plan
 Policy 10118, Layoffs
 Policy 10122, Benefits

III. POLICY

- A. SBCTA shall maintain a compensation plan. The Board of Directors approves salary ranges, rates, and employee benefits, usually during consideration of the Executive Director's recommendations for adoption of the annual budget. Refer to Policy 10122 for employee benefits.
- B. Policies related to salary ranges require adoption by the Board of Directors. The Executive Director shall have the authority to interpret personnel policies and procedures.
- C. The Executive Director is responsible for establishing definitive guidelines on the adjustment of individual salaries. All salary adjustments require approval by the Executive Director subject to budget authorization provided by the Board of Directors. The Executive Director may grant an increase of more than 5% for exceptional performance.

IV. DEFINITIONS

Anniversary Date: An employee's original date of hire in a regular position is the anniversary date for computation of benefits. Refer to [Policy 10110](#) for definition of "regular".

Classification: Refer to [Policy 10110](#) for definition.

Evaluation Date: Date established to evaluate an employee's performance in a particular position. The evaluation date changes depending upon the start date in the position. Refer to [Policy 10115](#).

Position: A position is a post of employment assigned to a specific organizational unit and a specific supervisor.

Reclassification: The salary range, duties, and/or classification (refer to [Policy 10110](#) for definition/description of classification) are adjusted, either higher or lower as a result of an evaluation of duties and responsibilities.

Salary Range: The minimum and maximum of the salary for a particular classification or group of classifications. The range is based upon skills and responsibilities required for work performed in

comparison with other work performed within the Agency and in comparison with the competitive labor market.

Time-in-Position: The amount of time an employee has been in his/her present position.

Underfill: Employee appointed to a position at a lower classification/range (based on skill and experience level) than at the higher budget-approved classification/range.

V. SALARY PLAN

The Salary Plan is reviewed each fiscal year during the budget process. Included are all of the fixed salary ranges (minimum through maximum salary rates of pay) for senior management and for each of the authorized classifications (senior, administrative/professional, and support staff). SBCTA may modify wage ranges from time to time. The Salary Plan is adopted upon approval by the Board of Directors. Refer to Policy 10107 Appendix A, SBCTA Salary Plan.

VI. SALARY RANGES

Salaries are set on specific ranges determined by the skills and responsibilities required by the position. SBCTA establishes a range for each authorized classification. Generally, the midpoint of a salary range is the level at which a competently performing employee would be placed and movement from midpoint to the maximum of the range would be to recognize excellent performance.

The Salary Plan is reviewed each fiscal year during the budget process. Included are all of the fixed salary ranges (minimum through maximum salary rates of pay) for senior management and for each of the authorized classifications (senior, administrative/professional, and support staff). SBCTA may modify wage ranges from time to time. The Salary Plan is adopted upon approval by the Board of Directors. Refer to Policy 10107 Appendix A, SBCTA Salary Plan.

VII. START RATES

Before an employment offer is made to an outside candidate or a transfer applicant, the position and starting rate requires approval from the Executive Director or his/her designee.

VIII. GUIDELINES FOR ADJUSTING INDIVIDUAL SALARIES

A. First Advancement

New employees are eligible for salary adjustments after completing 6 months in position. New employees will receive a second evaluation on the first or second July following the 6 months in position evaluation. Increases within a specific range are based upon job performance. Increases of 5% are only authorized when job performance results are excellent or exceptional. Refer to Policy 10115.

B. Subsequent Advancements

For new employees, after the 6 months in position evaluation and the second evaluation, evaluations for subsequent advancement within the range occur in July at the beginning of the new fiscal year, along with all other regular employees

Approval for advancement is based upon work performance and supervisor's recommendation. Refer to Policy 10115.

Eligibility for advancement within the salary range starts at the beginning of the first pay period following the start of the new fiscal year.

An employee whose advancement has been denied shall be eligible for reconsideration for advancement as provided in Policy 10115.

C. Exceptional Performance

The Executive Director is authorized to approve advancement within a range beyond 5%, based only in cases of truly exceptional job performance and a determination that the increase is consistent with the job requirements as established by the agency. Refer to Policy 10115.

D. Top of Range

Employees who have been at or over the maximum of their salary range for 36 months or more will become eligible for advancement based upon work performance and supervisor's recommendation

(Refer to Policy 10115). Such advancement must be approved by the Executive Director and may not exceed 5% in any year. At no time shall advancement exceed more than 10% above the maximum of the employee's salary range assignment.

E. Underfill

In specific circumstances based on skill and experience level, SBCTA may appoint an individual to a lower classification than to the higher budget-approved open classification. For example, SBCTA may underfill an Administrative Assistant, Senior classification opening by appointing an employee to an Administrative Assistant classification rather than to the higher Administrative Assistant, Senior classification. Advancement from the underfill classification to the budget-approved classification is an upgrade appointment (even in an underfill situation). Upgrades are based on an employee's demonstration of the skills and responsibilities required of a position.

F. Technical Title Change

A change in the title of a position without any change in salary range or substantial change in the relevant grade-determining duties or requirements shall constitute a technical title change. There is no probation period.

G. Appointment to Upgraded Classification

Appointment to an upgraded classification follows the same progression as a new hire. Upgraded classifications are subject to probationary status as appropriate, but may be waived by the Executive Director.

H. Emergency Classification

If classification action on a position is urgent, the Executive Director may allocate the position to a new classification. The temporary allocation shall become permanent upon Board of Directors approval of a classification action.

IX. RECLASSIFICATION

When the duties of an existing position have changed substantially, the Board of Directors may reclassify the position appropriately to a new or existing classification. A technical title change is not a reclassification. Reclassification requires approval from the Board of Directors. Reclassifications are normally done with the adoption of the fiscal year budget but may be done at other times.

A. Appointment to Reclassified Position

No incumbent shall have a right to be appointed to a reclassified position. Reclassified positions are subject to open recruitment. The Executive Director may waive the competitive recruitment when the incumbent from the reclassified position has been performing the duties for more than 6 months.

B. Request for Reclassification

Supervisors may submit a request for reclassification to the Director of Management Services who shall review the duties and responsibilities and range scale, and subsequently provide a recommendation to the Executive Director.

C. Reclassification Resulting in Upgrade

A change in the title of a position accompanied by an assignment of the position to a higher salary range constitutes an upgrade reclassification. Incumbents are not automatically promoted to the upgraded position, but must compete through an examination and appointment process. The Executive Director may waive the competitive examination process based upon a review of the job requirements and the skills and experience of the incumbent.

If the incumbent is appointed to the reclassified position, the employee shall be compensated at the amount in the new salary range that comes nearest to but not less than five per cent higher than the rate he/she held in the previous salary range. Evaluation dates change to 6 months in position from effective date of new classification followed by a second evaluation as specified in Policy 10115, and then annually in July of each year.

D. Reclassification Resulting in Downgrade

A change in the title of a position accompanied by an assignment of the position to a lower salary range constitutes a downgrade reclassification. When an employee occupies a position that has been downgraded, the employee shall be considered for any open position equivalent to his/her prior position. Equivalent position is defined as one requiring all of the following: 1) the same kind and amount of

experience; 2) the same degree of skills, knowledge, and abilities; and 3) a salary level no higher than the employee's former position.

If the employee remains in the downgraded position:

1. The employee's new salary at the lower grade shall be placed at a level that yields a salary closest to, but not less than, the current salary. The employee's evaluation date shall not change.
2. The Executive Director may approve an "ex-step" when the position is reclassified to a lower salary range and the incumbent is appointed to the reclassified position. The ex-step is a fixed salary amount higher than the top level in the approved range. An ex-step occurs when a position is downgraded, and the employee in the downgraded position is at a higher salary than the highest level of the new salary range. An employee in an approved ex-step is ineligible for any further salary advances until such time as the salary range is either adjusted so that the ex-step salary is no longer higher than the approved range or the position is reclassified to a higher level.

E. Effective Date of Reclassification

The effective date of reclassification shall coincide with the first workday of a pay period after the Executive Director authorizes the reclassification.

X. REVIEW OF POSITIONS FOR REORGANIZATION

Whenever a unit or department is reorganized (reorganization affects more than one position), the Executive Director may review the positions within the unit or department. Regular employees shall be placed in equivalent positions within the affected unit or department if positions are available.

- A. When the reorganization results in new/changed positions, the rules on reclassifications shall apply.
- B. Provisions governing layoff shall apply (refer to Policy 10118) when the reorganization results in a surplus of employees or when an employee no longer meets the required job standards and qualifications of the new/revised position.
- C. Unless the Executive Director grants a waiver, employees with regular status promoted to an upgraded position shall be required to serve a probationary period, where applicable, in the new position consistent with rules governing probation.
- D. Incumbents not appointed to the upgraded position may be considered for an equivalent open position, retained in the position as a downgrade or an underfill, or be laid off.

XI. SALARY RANGE ADJUSTMENTS

- A. Salary comparisons are periodically performed in an attempt to insure that the salary levels offered by SBCTA are competitive with similar organizations for similar jobs in the same market area.
- B. Adjustments to salary ranges may be approved as a result of salary comparisons to insure SBCTA's competitiveness. These considerations are market based and do not deal with employee performance or time-in-service issues. These adjustments do not affect timing for consideration of increases.
- C. Salary range adjustments may occur based on movement with the Consumer Price Index (CPI) in an effort to keep up with inflation and increasing cost of living. Adjustments would be based on the percent of change in the CPI – All Urban Wage Earners, covering Riverside-San Bernardino-Ontario, CA for the 12 month period ending December 31, rounded to the nearest half a percent. The adjustment value would be equal to the CPI but no less than 0 percent and no greater than 4 percent. Should the CPI value exceed 4 percent, Board approval is required to adjust the range in excess of 4 percent. All salary range CPI adjustments will be reported in the fiscal year budget and salary ranges updated accordingly.

XII. EMPLOYEE RECOGNITION PROGRAM

The Executive Director is authorized to administer an Employee Recognition Program for regular employees.

An Employee Recognition Program shall be structured to:

- Recognize model behaviors and contributions of employees.
- Highlight specific achievements by individuals or team endeavors at all levels in the organization.
- Communicate the value of employee performance and achievement held by the organization.

- Motivate employees and increase job satisfaction.
- Serve as retention strategy for valued employees.

XIII. LONGEVITY PAY

Employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous service with SBCTA. Longevity pay shall be paid on all paid hours up to an employee's regularly scheduled work hours (not to exceed 2,080) and shall be excluded when determining the appropriate rate of pay for a promotion or demotion.

TOTAL COMPLETED SERVICE	COMPENSATION
31,200 Continuous Service Hours (15 years)	2.0%

For purposes of longevity pay only, a year of completed service is defined as 2,080 service hours with SBCTA. Longevity pay will be included as earnable compensation for San Bernardino County Employee's Retirement Association (SBCERA) Tier 1 members. Refer to Policy 10122-2.

XIV. REVISION HISTORY

Revision No.	Description of Changes	Adopted
0	New Policy adopted by the Board of Directors.	08/07/91
1	Policy revision adopted by the Board of Directors. Revised paragraph on support staff increases to remove "...and may be given a one-step increase, based on merit, six months following probation...".	07/01/92
2	Changed "Executive staff" to "Senior management" throughout text. Changed "6 months" to "1040 work hours" and "one year" or "annual" to "2080 work hours" throughout text. Para. I: Revised. Para. II: REFERENCES: Added. Para. III: Revised. Para. IV: Added Para. V: Revised. Para. VI through XIII: Added.	01/09/02
3	Par VIII.A.2.b through e: Added new text on Administrative/Professional Group classification series ranges and steps. Par. VIII.A.3: Added new text on Senior Management ranges.	05/05/04
4	Par. VIII.A.1: Deleted "...satisfactory completion of probation...". Par. VIII.B. Example: Deleted "...the probationary period of ..." and added "...upon recommendation of the supervisor...".	09/13/06
5	Par. IV. DEFINITIONS: Revised definition for "service hours".	10/04/06
6	Deleted "step" and replaced with "rate", "amount", or "level" as appropriate throughout policy. Par. III.C: Deleted last sentence. Par. IV: Deleted definition of "Step". Par. V: Deleted "range and step schedule". Par. VI: Deleted last sentence and added "Generally, the midpoint of a salary range is the level at which a competently performing..." Par. VIII.A.2.d: Deleted. Par. VIII.A.2.e: Deleted. Par. VIII .A.4: New section added "The Executive Director is authorized to approve advancement within a range up to 5%..."	06/02/10
7	Par. III.A and V: Added references to policies on the salary plan and employee benefits. Par. V: Added reference to Policy 10122. Par. VIII: Revised to change from using service hours (1040 service hours and 2080 service hours) to determine performance evaluation due dates to using 6 months in position and second evaluation as described in Policy 10115. Also revised to get all employees on an annual performance evaluation schedule in July, the start of each new fiscal year. Par. IX: Revised to change from service hours (1040 service hours and 2080 service hours) based evaluation schedule to one based on months as described in Policy 10115.	10/06/10
8	Par. III.C and Par. VI: Per 7/12/13 email from SANBAG's Executive Director, the 'Exceptional Performance' rating has been eliminated, making "Excellent Performance" the highest rating. Change to this policy was made under ExecutiveDirector's authority.	10/09/13
9	Par. VIII: Added section D. Top of Range and renumbered sections E,F,G,H.	6/03/15

	Par. XI: Deleted section C.	
10	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
11	Para. XI.C: Added Para. XIII: Added	07/05/2023

Minute Action

AGENDA ITEM: 13

Date: July 5, 2023

Subject:

Release of Requests for Proposals No. 23-1002947 and No. 23-1002945 for Freeway Service Patrol Services

Recommendation:

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

A. Authorize the Executive Director, or his designee, to release Request for Proposals No. 23-1002947 for the procurement of tow operator services for Freeway Service Patrol Beat 23, anticipated in July 2023, subject to the approval as to form by General Counsel.

B. Authorize the Executive Director, or his designee, to release Request for Proposals No. 23-1002945 for the procurement of tow operator services for Freeway Service Patrol Beats 5 and 27, anticipated in November 2023, subject to the approval as to form by General Counsel.

Background:

The Freeway Service Patrol (FSP) consists of a fleet of tow trucks that patrol selected San Bernardino County freeways during peak periods of congestion to assist motorists with their disabled vehicles. The segment of highway that the tow trucks patrol is referred to as a “Beat.” Over the years, the FSP program has demonstrated many benefits to the motoring public by reducing the amount of time a motorist is in an unsafe situation, reducing traffic congestion, and decreasing fuel consumption, vehicular emissions and secondary incidents.

San Bernardino County Transportation Authority (SBCTA) began FSP operations on January 3, 2006, and now has 18 primary tow trucks on nine separate Beats in operation. The services are provided Monday through Friday in two separate shifts to accommodate peak traffic hours. The morning shift, Monday through Friday, is 5:30 a.m. to 8:30 a.m. The afternoon shift is 2:00 p.m. to 7:00 p.m. Monday through Thursday, and 12:00 p.m. to 7:00 p.m. on Friday. The FSP program is managed through SBCTA staff and is supervised in the field by the California Highway Patrol (CHP). At this time, procurement of tow operations for the following service areas is needed:

- Beat 5: State Route 60 Reservoir Street (Los Angeles County Line) to Milliken Avenue
- Beat 23: Interstate 15 (I-15) Jurupa Street (Riverside County Line) to Sierra Avenue
- Beat 27: I-15 Sierra Avenue to Oak Hill Road

The Scopes of Work are included with this item. The estimated amounts for these five-year contracts are approximately \$3,716,790 for FSP Beat No. 5, approximately \$4,153,990 for FSP Beat No. 23, and approximately \$2,023,905 for FSP Beat No. 27. The successful proposer(s) will have approximately 239 days for FSP Beat No. 23, and approximately 245 days for FSP Beats 5 and 27, from the date of award, to purchase and secure tow trucks. Long lead times are needed for these contracts due to the time currently required for tow truck operators to place orders for and receive deliveries of the necessary trucks. Tow support services for Beat No. 23 are scheduled to commence on August 1, 2024. Tow support services for Beats No. 5 and No. 27 are scheduled to commence on January 1, 2025.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 2

Staff recommends approval to release Requests for Proposals (RFP) No. 23-1002945 and No. 23-1002947 to ensure no disruption of service to the motoring public.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. SBCTA Procurement Manager and Risk Manager have reviewed this item and the draft RFP. SBCTA General Counsel has reviewed this item and will review the draft RFP prior to release.

Responsible Staff:

Steve Smith, Director of Planning

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

**ATTACHMENT A
SCOPE OF WORK
RFP NO. 23-1002947
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
(SBCTA)
FREEWAY SERVICE PATROL (FSP)
BEAT NO. 23- INTERSTATE 15 (I-15) FROM JURUPA STREET
(RIVERSIDE COUNTY LINE) TO SIERRA AVENUE**

1.0 SUMMARY SCOPE OF WORK

FSP PROGRAM PURPOSE SUMMARY

The purpose of the SBCTA FSP Program is offered in partnership by SBCTA, California Highway Patrol (CHP), and the California Department of Transportation (Caltrans). The goal of this partnership and of the SBCTA FSP Program is to keep the freeways moving and reduce the chance of secondary accidents. FSP is a team of tow trucks that travel on select San Bernardino County freeways during peak commute hours to assist motorists with car trouble. FSP Tow Truck Drivers will assist the motorists by providing services ranging from changing a flat tire to providing minor mechanical assistance, at no cost to the motorist.

NOTICE TO PROCEED (NTP) NO. 1 (DECEMBER, 2023):

The deliverables associated with NTP No. 1 of this CONTRACT include the project ramp-up/preparation, the purchase of the required number of FSP certified tow trucks, and equipment installations in accordance with section 4.0 "Equipment Requirements". Moreover driver trainings, and inspections in accordance with section 5.0 "Drivers."

NTP NO. 2 (ESTIMATED JULY 1, 2024):

The deliverables associated with NTP No. 2 is the start of FSP program operations.

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver or Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions **DO NOT** warrant, Drivers will move the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop points assigned by CHP.

The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All FSP tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services are not all-inclusive. Where conditions permit, safe removal of small debris may also be required. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be offered to be towed to a designated drop point identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow Operator after an FSP shift, the Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage.

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual. The CHP is responsible for the day-to-day field supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, an FSP CHP Officer should be notified of the incident. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterwards, FSP CHP Officers will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. The required number of FSP certified Trucks for Beat No. 23 is two (2) primary certified FSP Trucks and one (1) certified back-up FSP Tow Truck.

At times, SBCTA, a city, and/or the California Department of Transportation (Caltrans) will have construction projects on the highways that may require Construction FSP. Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9 of the contract, and will all require the authorization of SBCTA's FSP Program Manager in writing as well as a written contingency amendment or contract amendment as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans led projects that are part of the Caltrans/SBCTA CFSP Cooperative agreement. These projects will also require the issuance of a Caltrans task order.
2. SBCTA requested CFSP: SBCTA led projects that will be funded by SBCTA.
3. City requested CFSP: City led projects that will be funded by the City.

FSP HOURS OF OPERATION

FSP standard hours of operation are:

- Monday through Friday morning shift hours are scheduled from 5:30 am to 8:30 am;
- Monday through Thursday afternoon shift hours are slated from 2:00 pm to 6:30 pm;
- Friday afternoon shift is scheduled from 12:00 pm to 6:30 pm;
- Saturday and Sunday shifts (If applicable to the primary FSP Beat) are scheduled from 10:00 am to 6:00 pm.

SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of “Extra Work”.

FSP TECHNICAL ADVISORY COMMITTEE (TAC) MEETING

CONTRACTOR or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meetings scheduled every other month. The FSP TAC will encompass focused and informal/formal discussions concerning but not limited to: scope, services, schedule, safety and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all FSP TAC meetings who have the ability to make management-level decisions on the behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a FSP TAC meeting, CONTRACTOR shall notify SBCTA and FSP CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR’s contractual responsibility. Meetings are scheduled for the entire calendar year; FSP CHP provides the schedule via email.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

2.0 CONTRACT REPRESENTATIVES

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, as “FSP Management”). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as “Beats”. The dispatching will be done in accordance with the contract for the service. An SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual at all times. Also note that SBCTA’s contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

3.0 SERVICE LOCATION

SBCTA FSP operates on selected freeway segments referred to as “Beats”. Each Beat has specific turnaround locations and designated drop points identified by the CHP. The Beat limits for FSP Beat No. 23 is at Interstate 15 (I-15) from Jurupa Street (Riverside County Line) to Sierra Avenue. Additional information regarding the beat limit service location is identified in section 8.0 Beat Description and section 9.0 Beat Map of the SOW.

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat for example) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written notification (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP

request. SBCTA reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

4.0 TOW YARD LOCATION AND SECURITY

The CONTRACTOR shall be responsible for the security of vehicles and property at their facility. At a minimum, must have a secure area to store FSP tow vehicles at their facility, including CONTRACTOR controlled access, fencing or physical barrier separating public access from tow yard, security system, sufficient lighting, and security cameras to where vehicles are stored such as a fenced or enclosed area. The CONTRACTOR is responsible for the reasonable care, custody, and control of any property contained in its facility.

The CONTRACTOR will be responsible for assuring that all SBCTA FSP related equipment is contained in a secure environment and protected from theft or damage. The CONTRACTOR will be responsible for any replacement or repair cost for SBCTA provided equipment that is not considered normal wear and tear.

5.0 EQUIPMENT REQUIREMENTS

A. Tow Truck Requirements.

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non-FSP hours.

All trucks proposed for use in the FSP program should be less than a year old with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract. Extenuating circumstances dictating departure from this specification should be at the consensus of the local FSP partners. The age limit for a FSP truck shall be no longer than 5 years for cab, chassis, and bed components. Trucks are required to be fully equipped according to contract requirements prior to the beginning of each shift. Refer to Attachment B: TOW TRUCK INSPECTION GUIDE FOR FREEWAY SERVICE PATROL CONTRACT OPERATION 818-FSP-TIG, contained in the FSP SOP.

The CHP, in conjunction with SBCTA, will verify the original purchase dates to ensure compliance. All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all Local, State and Federal laws applicable to that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained FSP Certified Tow Truck(s) or improperly equipped FSP Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be

required to have a FSP Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP Certified Back-Up Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA FSP back-up truck requirement(s). Only the FSP Beat No. 23 FSP Certified Back-Up Tow Truck should be utilized.

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, mud flaps, employment advertisement, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. For the most updated SBCTA FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

SBCTA CERTIFIED FSP TOW TRUCK EQUIPMENT LIST

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

Current Registration/ Insurance	Fire Extinguisher: 4BC Rating, new or exp:
Age limit: 5 years for cab, chassis, and bed components	Broom: 24 inches wide, coarse bristle
Minimum seating capacity for 5 adults	Shovel: Square point
Paint: White Only, 4" max black lettering	Large Pry Bar: Minimum 36-inch length
Rubber faced push bumper(s)	Wood Crossbeams: 1 ea., 4"x4"x48" and 4"x4"x60"
Vehicle numbers on both sides	Hydraulic Floor Jack: 2-Ton capacity
2 FSP signs or 3 FSP signs for flatbeds	Portable air tank: 80 psi. min, or compressor w/ 50' min hose
Headlights	Bolt Cutters
Turn Signals	Trailer Hitch Balls: 1 7/8" and 2", with mount
Reflectors, Front and Side	One 4 -Ton snatch block
Clearance Lamps (>80" Wide)	Flares: Total burn time of 360 minutes minimum
Amber Warning Lights: Front/rear selectable, rear directional, in-cab controls	Metric and Standard 4-way Lug Wrenches
License Plate Lamp	Sledgehammer: 4 pounds
Tail Lamps	Utility/ Motorcycle Straps
Stop Lamps	Steering Wheel Securement Device
Backup Lamps	Funnel with flexible spout
Rear work lights	Water Container: Plastic, 5 gallons
Reflectors, Rear	Fuel in Approved Plastic Containers: Gas/Diesel, 5 gal. each
Extension Tail/ Stop Lamps	Absorbent Can with lid: 5 gal. of clean absorbent
Fenders / Mudguards	Trash Can with lid: 5 gal., empty
Windshield	Cones: 6 ea., 18-inch height, reflectorized w/ tape
Windshield Wipers	Booster cables: 3 ga. Cu., 25 ft., H-D clamps, fit truck
Spotlight: Body mounted, front to rear coverage	Flashlight
Service Brakes	Spare batteries/ Charger for rechargeable
Parking Brake	First Aid kit: 5"x9"
Mirrors	Lockout Tool Set
Horn	Warning Devices (Reflectors)
Beam Indicator	Jack stand: 2-Ton capacity
Cab interior lighting suitable for reading and writing	
Truck to Shop Communications System	
FSP Two-Way Radios / Terminals	
Scanner: Operating and properly programmed	Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The TOOLBOX list may be supplemented at the CONTRACTOR's option and expense
Public Address System	Tool Kit
Booster Cable Connectors: mounted front and rear	Screwdrivers: 1/8", 3/16", 1/4", 5/16" Flat; #1, #2 Philips
Battery Rating: 60 Amp-hour or greater	Adjustable Wrenches: 8" and 12"
Tire Tread	Pliers: Needle nose and adjustable rib joint, 2-inch capacity
Wheels	Duct tape, Electrical tape, mechanics wire: 1 roll each
Suspension	Rubber Mallet
Steering	Tire Pressure Gauge
Frame	Safety glasses
Exhaust System	Wheel chock
Fuel Cap(s)	

Attachment: RFP23-1002947 SOW Beat 23 (9760 : Release FSP RFPs No. 23-1002947 and No. 23-1002945)

WRECKER - GENERAL

Manufacturer Rating Plates	Throttle Control
Wrecker Controls on both sides of vehicle	Hydraulic Rams, Hoses, Valves
Control Labels	Winch: Type:
Body and Towing Equipment Mounting Bolts	Winch: Rated 8,000 pounds on first cable layer
Cable Sheaves	Safety chain D-ring or eyelet mounted on rear of truck

WHEEL LIFT

Minimum GVWR: 14,000 lbs.	"L" Arms
Wheel Lift Assembly; Rated 3,000 Pounds-Extended	Cradle / Straps/ Chains
Pivot Pin	Claw
(2) Wheel Tie Down Safety Straps with ratchets	100' 3/8" 6x19 Wire rope or OEM Specifications
4-Ton Boom Assembly (if equipped)	(2) Tow Chains 5/16" Grade 70 with J/T Hooks
Sling Assembly; Rating: 3,000 Pounds (if equipped)	Tow Dolly (with wheel tie down straps)
One pair of spacer blocks or 2 wood blocks 4"x6"x12"	(2) Safety Chains: 5/16" Alloy or OEM Specifications 5-foot min. length

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each and every shift. An Inspection form, which is in the tablet FSP data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP related equipment:

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back up FSP Tow Trucks no later than ten (10) business days prior to the start date of the Beat(s). No exceptions. If SBCTA is not able to access the required primary and back up FSP tow trucks by the tenth (10th) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit "C" of the contract.

At times, equipment such as an "outside speaker", or a handheld "mic," and/or "FSP Tablet" for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP-related equipment needs to be replaced due to negligence by the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR'S invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, Supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their "FSP Certified Back-Up Tow Truck" on the Beat to cover the shift.

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an “outside speaker” or a “mic”) as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding “installation standards”, the CONTRACTOR is to contact SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or FSP CHP Officer, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

B. FSP Certified Back-Up Tow Truck

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit “C” of the contract for further details on violations and penalties. FSP Certified Tow Trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If a FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle’s availability to work the Beat area within the 45 (forty-five) minute time period (after which point penalties begin to accrue).

C. Vehicle Breakdown and Other Missed Service

A FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) minutes of the time when a primary FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Tow Truck is provided. This 45 (forty-five) minute period prior to the imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in accordance with section 4.0 “Equipment Requirements” paragraph A “Tow Truck Requirements”, in which case fines shall begin immediately. If a FSP Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow Truck maintenance shall be performed during non-FSP service hours.

In the event that a FSP Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the

Driver must indicate in the “notes” section of the FSP Tablet (per section 4.0 “Equipment Requirements” paragraph E “Communications Equipment”) that the CONTRACTOR has switched to an FSP Certified Back-Up Tow Truck.

In addition, failure to have a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have a FSP Certified Back-Up Tow Truck on the Beat within the 45 (forty-five) minute time period.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission (RCTC) or any other FSP service do not qualify as meeting the back-up tow truck requirement noted above.

D. Vehicle Identification.

It shall be the Driver’s sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks. The detachable markings (magnetic or other forms of FSP signage) provided by SBCTA must be placed on the center of both doors (front driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP-related signage completely flat, clean, out of direct sunlight and out of public view when being stored.

E. Communications Equipment

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR’s monthly invoice, any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR’s improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three business days – pursuant to direction by SBCTA FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). ***Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SBCTA and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video, or to capture any other images while performing FSP duties during FSP operational hours, or capture any FSP-related images during non-FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP-related data or images are found on any social media outlet or networks not authorized by SBCTA, the driver or drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SBCTA, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow truck or during non-FSP operational hours. During FSP operational hours, Tablet Computers must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Any other location is not permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the course of the contract. If upon inspection SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

F. Equipment Tampering

Tampering with FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications, and/or is disconnected, or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

- 1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.
- 2) SBCTA shall designate the AVL installer and technician that will review and repair the AVL systems.
- 3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTORS monthly invoice. Please refer to Contract Exhibit "C" for further details on violations and penalties.

6.0 DRIVERS

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

FSP Driver Certification Requirements

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:

1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.

2. Successfully pass a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass a FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Issued a FSP Driver Identification Card.
10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.
11. As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a valid California driver's license and criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a California driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.
12. The California driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.
13. The criminal history check will consist of a livescan background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract. **The cost of the livescan and DL will be at the CONTRACTOR's expense.**
14. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.
15. In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Drivers from other FSP service areas will be evaluated by the CHP FSP Officer on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time they leave the assigned Beat, whether to replenish expendable items such as gasoline or radiator water, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Pre-shift inspection worksheet prior to the commencement of driving the tow truck. This must be completed at the tow yard, prior to leaving the yard and driving to the Beat.
- Log of mileage prior to commencement of driving the tow truck on the Beat and at the end of the shift This must be completed in a safe location at or near the Beat location, prior to beginning the shift and at the end of the shift.

The Driver shall also be required to complete an assist record, on the Tablet Computer, for each incident.

Driver will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the FSP Tow Truck Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to the FSP CHP Officers by the 10th day of the preceding month as quickly as possible as and no longer than a maximum of thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles (DMV) Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year is required. The SBCTA FSP Program conducts a one hour refresher training class/meeting each quarter, for a total of four hours of on-going training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

Driver Equipment

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a ½" silver reflective tape down the middle. This allowed reflective tape must be on both sleeves as indicated in the updated contractor exhibit. The only approved trim color is fluorescent orange with a ½" silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5" wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

A detachable brass or gold in color nameplate shall be worn with the first initial of the first name and full last name of the Driver. Letters shall not exceed ½" tall; nameplate must be approved by an FSP CHP officer. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo shall be sewn/silkscreened on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo shall be sewn/silkscreened on the left sleeve of the vest. A large FSP logo shall be sewn/silkscreened across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logos already sewn/silkscreened on per CHP's

required FSP logo placement locations. The brass or gold nameplate with the Driver's first initial of first name and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate.** An FSP logo is not required to be sewn/applied on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions or clarifications.

Rain gear shall be waterproofed material, navy blue or yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo may be sewn/silkscreened on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn which must be navy blue in color and worn only with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual in making sure it is following the most recent Driver equipment requirements.

FSP UNIFORM PHOTO EXAMPLES





FSP UNIFORM STRIPE EXAMPLES



7.0 LOCAL OFFICE

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative, who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and shall be located in Riverside, San Bernardino, Los Angeles or Orange counties. An FSP Certified Back-Up Tow Truck and an FSP Certified Back-Up Tow Truck Driver must be available within a 45 minute request regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner and email through which they, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. An email address that is monitored throughout each day shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit "C" of this contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

8.0 BEAT DESCRIPTIONS

Beat No.	Beat Description	One-Way Length in Miles	No. of Primary FSP Trucks in both AM and PM	No. of FSP certified Back-Up Tow Trucks
23	I-15 FROM JURUPA STREET (RIVERSIDE COUNTY LINE) TO SIERRA AVENUE	8.6	2	1

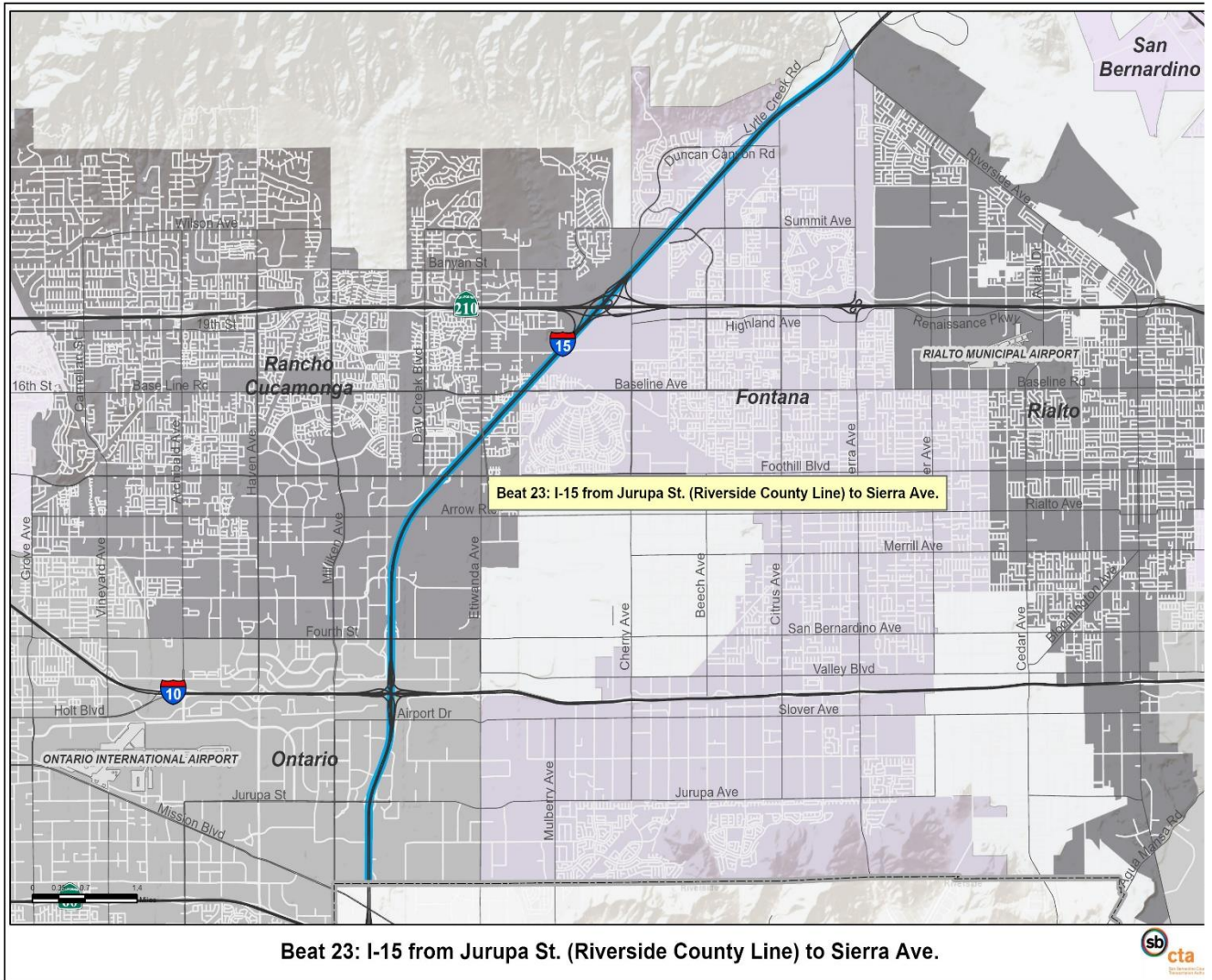
Please refer to Attached Map of Beat No. 23 area

Beat 23 is scheduled to operate from **5:30 a.m. to 8:30 a.m.** and from **2:00 p.m. to 6:30 pm (Monday through Thursdays)**. On Fridays, the PM shift begins at **12:00 p.m. to 6:30 p.m.**

FSP Beat No. 23 requires two (2) Primary FSP Certified Tow Trucks and one (1) Primary FSP Certified Back up Tow Truck available during all FSP operational service hours.

Attachment: RFP23-1002947 SOW Beat 23 (9760 : Release FSP RFPs No. 23-1002947 and No. 23-1002945)

9.0 BEAT MAP



Attachment: RFP23-1002947 SOW Beat 23 (9760 : Release FSP RFPs No. 23-1002947 and No. 23-1002945)

10.0 FSP SERVICE HOURS AND EXTRA WORK HOURS

Approximate total service hours per primary vehicle per year is estimated to be as follows:

- Approximate Service Hours (Monday-Friday) per primary vehicle per year: 2,116 hours.
- Approximate “Extra Work” Contingency weekend hours (Saturday- Sunday) per primary vehicle per year: 765 hours.
- Approximate “Extra Work” Contingency for SBCTA led Construction FSP per either one (1) or two (2) primary vehicle(s) per year for a total of 3,500 hours. Construction FSP would be approximately 24 months. **Construction FSP may also take place on the weekend and late evening hours, and are not guaranteed and based upon construction need.**

SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat and hours of operation) during the course of the Contract.

All Beats may be asked to participate in possible SBCTA’s “FSP Extra Work weekend contingency services”, on an as needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual amount of weekend hours or number of weekend trucks are not guaranteed. Written notice from SBCTA shall be required for commencement and termination of “FSP Extra Work weekend contingency services”.

“Extra Work” for emergency coverage may be assigned for any of the nine (9) SBCTA FSP service areas:

1. Beat 5: SR-60 from Milliken Avenue to Reservoir Street (Los Angeles County line)
2. Beat 9: I-10 from Indian Hill Boulevard (Los Angeles County line) to Haven Avenue
3. Beat 10: I-10 from Haven Avenue to Sierra Avenue
4. Beat 11: I-10 from Sierra Avenue to Waterman Avenue
5. Beat 14: I-215 Center Street from the Riverside County line to Devore Road
6. Beat 23: I-15 from the Riverside County line to Sierra Avenue
7. Beat 27: I-15 from Sierra Avenue to Oak Hill Road
8. Beat 29: I-10 from Waterman Avenue to County Line Road (Riverside County line)
9. Beat 31: SR-210 from the Los Angeles County line to Citrus Avenue

FSP Beat No. 23 is the priority Beat for this RFP, which means that should a primary truck go down; the “Extra Work” Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

The contractor shall hold to all required standards addressing truck image and maintenance for the FSP Certified Back-Up Tow Truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the “Extra Work” Beat.

Each SBCTA tow operator agreement contains a clause regarding the Construction Freeway Service Patrol (CFSP). The goal of CFSP is to assist in construction zones outside of regular FSP hours or locations. The work is provided as “Extra Work” due to the uncertainty of the hours or changes in construction related to CFSP “Extra Work” projects.

SBCTA reserves the right to change Beat hours, the length of a Beat and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of “Extra Work”.

11.0 FSP HOLIDAYS

PRELIMINARY LIST OF FSP HOLIDAYS

Services are to be provided on the days and hours designated in the Contract with the exception of the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents’ Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year’s Day (January 1 – varies)

In addition to the above service hours, at the discretion of SBCTA and the FSP CHP Officers, additional service may be requested on certain “high traffic days” prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day).

**ATTACHMENT A
SCOPE OF WORK
RFP NO. 23-1002945
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
(SBCTA)
FREEWAY SERVICE PATROL (FSP)
BEAT NO. 5- STATE ROUTE 60 (SR-60) RESERVOIR STREET
(LOS ANGELES COUNTY LINE) TO MILLIKEN AVENUE AND BEAT
NO. 27 INTERSTATE 15 (I-15) SIERRA AVENUE
TO OAK HILL ROAD**

BEAT NO. 5

1.0 SUMMARY SCOPE OF WORK

FSP PROGRAM PURPOSE SUMMARY

The purpose of the SBCTA FSP Program is offered in partnership by SBCTA, California Highway Patrol (CHP), and the California Department of Transportation (Caltrans). The goal of this partnership and of the SBCTA FSP Program is to keep the freeways moving and reduce the chance of secondary accidents. FSP is a team of tow trucks that travel on select San Bernardino County freeways during peak commute hours to assist motorists with car trouble. FSP Tow Truck Drivers will assist the motorists by providing services ranging from changing a flat tire to providing minor mechanical assistance, at no cost to the motorist.

NOTICE TO PROCEED (NTP) NO. 1 (ESTIMATED MAY 2024)

The deliverables associated with NTP No. 1 of this CONTRACT include the project ramp-up/preparation, the purchase of the required number of FSP certified tow trucks, and equipment installations in accordance with section 4.0 "Equipment Requirements". Moreover driver trainings, and inspections in accordance with section 5.0 "Drivers."

NTP NO. 2 (ESTIMATED DECEMBER 1, 2024):

The deliverables associated with NTP No. 2 is the start of FSP program operations.

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver or Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions **DO NOT** warrant, Drivers will move the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop points assigned by CHP.

The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All FSP tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services

are not all-inclusive. Where conditions permit, safe removal of small debris may also be required. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be offered to be towed to a designated drop point identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow Operator after an FSP shift, the Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage.

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual. The CHP is responsible for the day-to-day field supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, an FSP CHP Officer should be notified of the incident. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterwards, FSP CHP Officers will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. The required number of FSP certified Trucks for Beat No. 5 is two (2) primary certified FSP Trucks and one (1) certified back-up FSP Tow Truck.

At times, SBCTA, a city, and/or the California Department of Transportation (Caltrans) will have construction projects on the highways that may require Construction FSP. Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9 of the contract, and will all require the authorization of SBCTA's FSP Program Manager in writing as well as a written contingency amendment or contract amendment as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans led projects that are part of the Caltrans/SBCTA CFSP Cooperative agreement. These projects will also require the issuance of an executed Caltrans Cooperative Agreement and Caltrans task order.

2. SBCTA requested CFSP: SBCTA led projects that will be funded by SBCTA.
3. City requested CFSP: City led projects that will be funded by the City.

FSP HOURS OF OPERATION

FSP standard hours of operation are:

- Monday through Friday morning shift hours are scheduled from 5:30 am to 8:30 am;
- Monday through Thursday afternoon shift hours are slated from 2:00 pm to 6:30 pm;
- Friday afternoon shift is scheduled from 12:00 pm to 6:30 pm;
- Saturday and Sunday shifts (If applicable to the primary FSP Beat) are scheduled from 10:00 am to 6:00 pm.

SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of “Extra Work”.

FSP TECHNICAL ADVISORY COMMITTEE (TAC) MEETING

CONTRACTOR or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meetings scheduled every other month. The FSP TAC will encompass focused and informal/formal discussions concerning but not limited to: scope, services, schedule, safety and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all FSP TAC meetings who have the ability to make management-level decisions on the behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a FSP TAC meeting, CONTRACTOR shall notify SBCTA and FSP CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR’s contractual responsibility. Meetings are scheduled for the entire calendar year; FSP CHP provides the schedule via email.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

2.0 CONTRACT REPRESENTATIVES

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, as “FSP Management”). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as “Beats”. The dispatching will be done in accordance with the contract for the service. An SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual at all times. Also note that SBCTA’s contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

3.0 SERVICE LOCATION

SBCTA FSP operates on selected freeway segments referred to as “Beats”. Each Beat has specific turnaround locations and designated drop points identified by the CHP. The Beat limits for FSP Beat No. 5 is at State Route-60 (SR-60) from Reservoir Street (LA County Line) to Milliken Avenue. Additional information regarding the beat limit service location is identified in section 8.0 Beat Description and section 9.0 Beat Map of the SOW.

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat for example) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written notification (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SBCTA reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

4.0 TOW YARD LOCATION AND SECURITY

The CONTRACTOR shall be responsible for the security of vehicles and property at their facility. At a minimum, must have a secure area to store FSP tow vehicles at their facility, including CONTRACTOR controlled access, fencing or physical barrier separating public access from tow yard, security system, sufficient lighting, and security cameras to where vehicles are stored such as a fenced or enclosed area. The CONTRACTOR is responsible for the reasonable care, custody, and control of any property contained in its facility.

The CONTRACTOR will be responsible for assuring that all SBCTA FSP related equipment is contained in a secure environment and protected from theft or damage. The CONTRACTOR will be responsible for any replacement or repair cost for SBCTA provided equipment that is not considered normal wear and tear.

5.0 EQUIPMENT REQUIREMENTS

A. Tow Truck Requirements.

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non-FSP hours.

All trucks proposed for use in the FSP program should be less than a year old with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract. Extenuating circumstances dictating departure from this specification should be at the consensus of the local FSP partners. The age limit for a FSP truck shall be no longer than 5 years for cab, chassis, and bed components. Trucks are required to be fully equipped according to contract requirements prior to the beginning of each shift. Refer to Attachment B: TOW TRUCK INSPECTION GUIDE FOR FREEWAY SERVICE PATROL CONTRACT OPERATION 818-FSP-TIG, contained in the FSP SOP.

The CHP, in conjunction with SBCTA, will verify the original purchase dates to ensure compliance. All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all Local, State and Federal laws applicable to that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly

maintained FSP Certified Tow Truck(s) or improperly equipped FSP Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be required to have a FSP Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP Certified Back-Up Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA FSP back-up truck requirement(s). Only the FSP Beat No. 5 FSP Certified Back-Up Tow Truck should be utilized.

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, mud flaps, employment advertisement, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. For the most updated SBCTA FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

SBCTA CERTIFIED FSP TOW TRUCK EQUIPMENT LIST

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

Current Registration/ Insurance	Fire Extinguisher: 4BC Rating, new or exp:
Age limit: 5 years for cab, chassis, and bed components	Broom: 24 inches wide, coarse bristle
Minimum seating capacity for 5 adults	Shovel: Square point
Paint: White Only, 4" max black lettering	Large Pry Bar: Minimum 36-inch length
Rubber faced push bumper(s)	Wood Crossbeams: 1 ea., 4"x4"x48" and 4"x4"x60"
Vehicle numbers on both sides	Hydraulic Floor Jack: 2-Ton capacity
2 FSP signs or 3 FSP signs for flatbeds	Portable air tank: 80 psi. min, or compressor w/ 50' min hose
Headlights	Bolt Cutters
Turn Signals	Trailer Hitch Balls: 1 7/8" and 2", with mount
Reflectors, Front and Side	One 4 -Ton snatch block
Clearance Lamps (>80" Wide)	Flares: Total burn time of 360 minutes minimum
Amber Warning Lights:	Metric and Standard 4-way Lug Wrenches
Front/rear selectable, rear directional, in-cab controls	
License Plate Lamp	Sledgehammer: 4 pounds
Tail Lamps	Utility/ Motorcycle Straps
Stop Lamps	Steering Wheel Securement Device
Backup Lamps	Funnel with flexible spout
Rear work lights	Water Container: Plastic, 5 gallons
Reflectors, Rear	Fuel in Approved Plastic Containers: Gas/Diesel, 5 gal. each
Extension Tail/ Stop Lamps	Absorbent Can with lid: 5 gal. of clean absorbent
Fenders / Mudguards	Trash Can with lid: 5 gal., empty
Windshield	Cones: 6 ea., 18-inch height, reflectorized w/ tape
Windshield Wipers	Booster cables: 3 ga. Cu., 25 ft., H-D clamps, fit truck
Spotlight: Body mounted, front to rear coverage	Flashlight
Service Brakes	Spare batteries/ Charger for rechargeable
Parking Brake	First Aid kit: 5"x9"
Mirrors	Lockout Tool Set
Horn	Warning Devices (Reflectors)
Beam Indicator	Jack stand: 2-Ton capacity
Cab interior lighting suitable for reading and writing	
Truck to Shop Communications System	
FSP Two-Way Radios / Terminals	
Scanner: Operating and properly programmed	Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The TOOLBOX list may be supplemented at the CONTRACTOR's option and expense
Public Address System	Tool Kit
Booster Cable Connectors: mounted front and rear	Screwdrivers: 1/8", 3/16", 1/4", 5/16" Flat; #1, #2 Philips
Battery Rating: 60 Amp-hour or greater	Adjustable Wrenches: 8" and 12"
Tire Tread	Pliers: Needle nose and adjustable rib joint, 2-inch capacity
Wheels	Duct tape, Electrical tape, mechanics wire: 1 roll each
Suspension	Rubber Mallet
Steering	Tire Pressure Gauge
Frame	Safety glasses

Exhaust System	Wheel chock
Fuel Cap(s)	

WRECKER - GENERAL

Manufacturer Rating Plates	Throttle Control
Wrecker Controls on both sides of vehicle	Hydraulic Rams, Hoses, Valves
Control Labels	Winch: Type:
Body and Towing Equipment Mounting Bolts	Winch: Rated 8,000 pounds on first cable layer
Cable Sheaves	Safety chain D-ring or eyelet mounted on rear of truck

WHEEL LIFT

Minimum GVWR: 14,000 lbs.	"L" Arms
Wheel Lift Assembly; Rated 3,000 Pounds-Extended	Cradle / Straps/ Chains
Pivot Pin	Claw
(2) Wheel Tie Down Safety Straps with ratchets	100' 3/8" 6x19 Wire rope or OEM Specifications
4-Ton Boom Assembly (if equipped)	(2) Tow Chains 5/16" Grade 70 with J/T Hooks
Sling Assembly; Rating: 3,000 Pounds (if equipped)	Tow Dolly (with wheel tie down straps)
One pair of spacer blocks or 2 wood blocks 4"x6"x12"	(2) Safety Chains: 5/16" Alloy or OEM Specifications 5-foot min. length

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each and every shift. An Inspection form, which is in the tablet FSP data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP related equipment:

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back up FSP Tow Trucks no later than ten (10) business days prior to the start date of the Beat(s). No exceptions. If SBCTA is not able to access the required primary and back up FSP tow trucks by the tenth (10th) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit "C" of the contract.

At times, equipment such as an "outside speaker", or a handheld "mic," and/or "FSP Tablet" for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP-related equipment needs to be replaced due to negligence by the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR'S invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, Supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their "FSP Certified Back-Up Tow Truck" on the Beat to cover the shift.

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an “outside speaker” or a “mic”) as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding “installation standards”, the CONTRACTOR is to contact SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or FSP CHP Officer, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

B. FSP Certified Back-Up Tow Truck

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit “C” of the contract for further details on violations and penalties. FSP Certified Tow Trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If a FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle’s availability to work the Beat area within the 45 (forty-five) minute time period (after which point penalties begin to accrue).

C. Vehicle Breakdown and Other Missed Service

A FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) minutes of the time when a primary FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Tow Truck is provided. This 45 (forty-five) minute period prior to the imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in accordance with section 4.0 “Equipment Requirements” paragraph A “Tow Truck Requirements”, in which case fines shall begin immediately. If a FSP Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow Truck maintenance shall be performed during non-FSP service hours.

In the event that a FSP Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the

Driver must indicate in the “notes” section of the FSP Tablet (per section 4.0 “Equipment Requirements” paragraph E “Communications Equipment”) that the CONTRACTOR has switched to an FSP Certified Back-Up Tow Truck.

In addition, failure to have a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have a FSP Certified Back-Up Tow Truck on the Beat within the 45 (forty-five) minute time period.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission (RCTC) or any other FSP service do not qualify as meeting the back-up tow truck requirement noted above.

D. Vehicle Identification.

It shall be the Driver’s sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks. The detachable markings (magnetic or other forms of FSP signage) provided by SBCTA must be placed on the center of both doors (front driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP-related signage completely flat, clean, out of direct sunlight and out of public view when being stored.

E. Communications Equipment

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR’s monthly invoice, any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR’s improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three business days – pursuant to direction by SBCTA FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). ***Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SBCTA and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video, or to capture any other images while performing FSP duties during FSP operational hours, or capture any FSP-related images during non-FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP-related data or images are found on any social media outlet or networks not authorized by SBCTA, the driver or drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SBCTA, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow truck or during non-FSP operational hours. During FSP operational hours, Tablet Computers must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Any other location is not permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the course of the contract. If upon inspection SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

F. Equipment Tampering

Tampering with FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications, and/or is disconnected, or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

- 1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.
- 2) SBCTA shall designate the AVL installer and technician that will review and repair the AVL systems.
- 3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTORS monthly invoice. Please refer to Contract Exhibit "C" for further details on violations and penalties.

6.0 DRIVERS

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

FSP Driver Certification Requirements

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:

1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.

2. Successfully pass a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass a FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Issued a FSP Driver Identification Card.
10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.
11. As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a valid California driver's license and criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a California driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.
12. The California driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.
13. The criminal history check will consist of a livescan background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract. **The cost of the livescan and DL will be at the CONTRACTOR's expense.**
14. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.
15. In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Drivers from other FSP service areas will be evaluated by the CHP FSP Officer on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time they leave the assigned Beat, whether to replenish expendable items such as gasoline or radiator water, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Pre-shift inspection worksheet prior to the commencement of driving the tow truck. This must be completed at the tow yard, prior to leaving the yard and driving to the Beat.
- Log of mileage prior to commencement of driving the tow truck on the Beat and at the end of the shift This must be completed in a safe location at or near the Beat location, prior to beginning the shift and at the end of the shift.

The Driver shall also be required to complete an assist record, on the Tablet Computer, for each incident.

Driver will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the FSP Tow Truck Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to the FSP CHP Officers by the 10th day of the preceding month as quickly as possible as and no longer than a maximum of thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles (DMV) Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year is required. The SBCTA FSP Program conducts a one hour refresher training class/meeting each quarter, for a total of four hours of on-going training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

Driver Equipment

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a ½" silver reflective tape down the middle. This allowed reflective tape must be on both sleeves as indicated in the updated contractor exhibit. The only approved trim color is fluorescent orange with a ½" silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5" wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

A detachable brass or gold in color nameplate shall be worn with the first initial of the first name and full last name of the Driver. Letters shall not exceed ½" tall; nameplate must be approved by an FSP CHP officer. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo shall be sewn/silkscreened on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo shall be sewn/silkscreened on the left sleeve of the vest. A large FSP logo shall be sewn/silkscreened across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logos already sewn/silkscreened on per CHP's

required FSP logo placement locations. The brass or gold nameplate with the Driver's first initial of first name and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate.** An FSP logo is not required to be sewn/applied on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions or clarifications.

Rain gear shall be waterproofed material, navy blue or yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo may be sewn/silkscreened on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn which must be navy blue in color and worn only with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual in making sure it is following the most recent Driver equipment requirements.

FSP UNIFORM PHOTO EXAMPLES





FSP UNIFORM STRIPE EXAMPLES



7.0 LOCAL OFFICE

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative, who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and shall be located in Riverside, San Bernardino, Los Angeles or Orange counties. An FSP Certified Back-Up Tow Truck and an FSP Certified Back-Up Tow Truck Driver must be available within a 45 minute request regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner and email through which they, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. An email address that is monitored throughout each day shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit "C" of this contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

8.0 BEAT DESCRIPTIONS

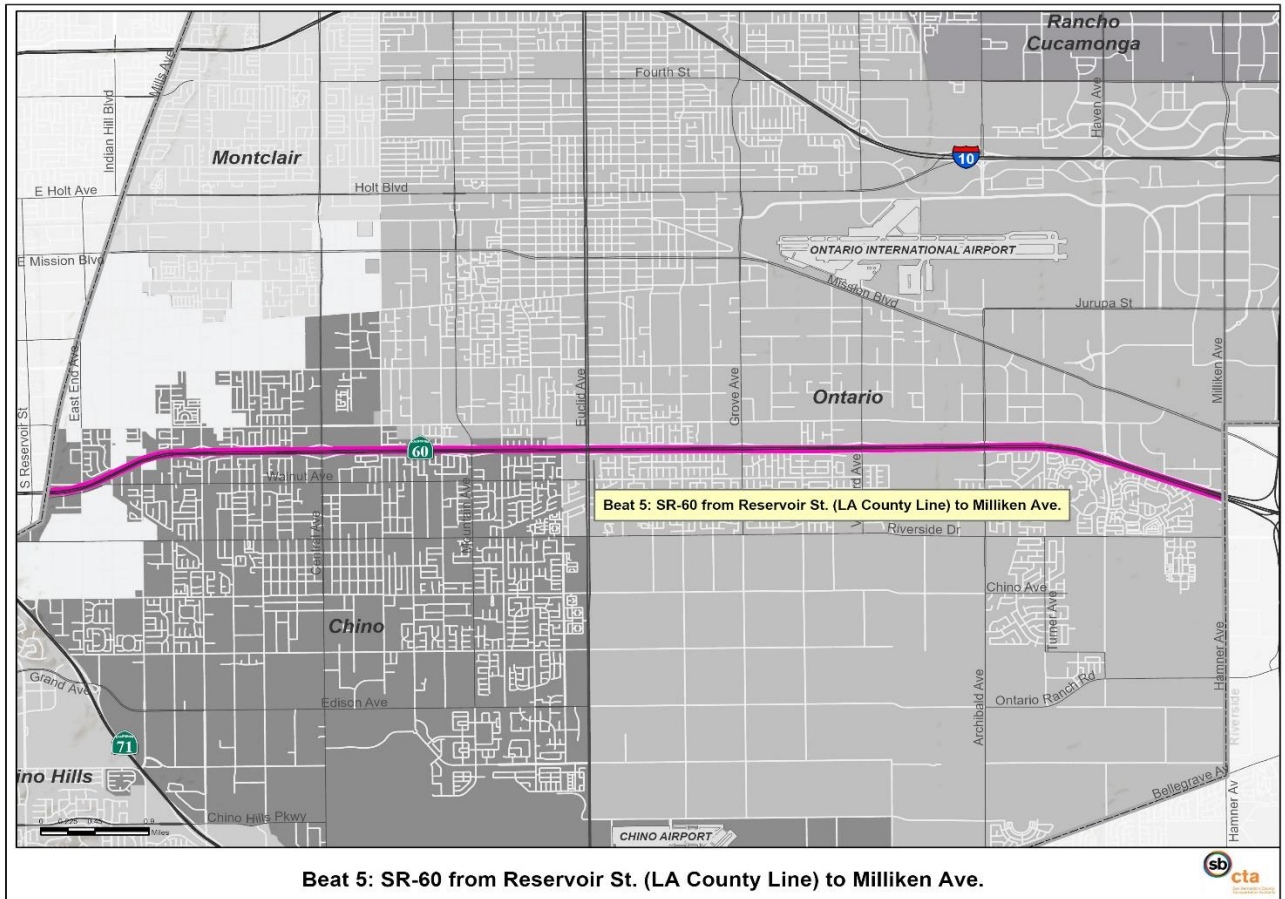
Beat #	Beat Description	One-Way Length in Miles	No. of Primary FSP Trucks in both AM and PM	No. of FSP certified Back-Up Tow Trucks
5	State Route 60 (SR-60) Reservoir Street (Los Angeles County Line) to Milliken Avenue	9.96	2	1

Please refer to Attached Map of Beat No. 5 area

Beat 5 is currently scheduled to operate from **5:30 a.m. to 8:30 a.m.** and from 2:00 p.m. to 6:30 pm (Monday through Thursdays). On Fridays, the PM shift begins at 12:00 p.m. to 6:30 p.m.

FSP Beat No. 5 requires two (2) Primary FSP Certified Tow Trucks and one (1) Primary FSP Certified Back up Tow Truck available during all FSP operational service hours.

9.0 BEAT MAP



Attachment: RFP23-1002945 SOW Beat No. 5 and No. 27 (9760 : Release FSP RFPs No. 23-1002947 and No. 23-1002945)

10.0 FSP SERVICE HOURS AND EXTRA WORK HOURS

Approximate total service hours per primary vehicle per year is estimated to be as follows:

- Approximate Service Hours (Monday-Friday) per primary vehicle per year: 2,116 hours
- Approximate “Extra Work” Contingency weekend hours (Saturday- Sunday) per primary vehicle per year: 765 hours

SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat and hours of operation) during the course of the Contract.

All Beats may be asked to participate in possible SBCTA’s “FSP Extra Work weekend contingency services”, on an as needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual amount of weekend hours or number of weekend trucks are not guaranteed. Written notice from SBCTA shall be required for commencement and termination of “FSP Extra Work weekend contingency services”.

“Extra Work” for emergency coverage may be assigned for any of the nine (9) SBCTA FSP service areas:

1. Beat 5: SR-60 from Milliken Avenue to Reservoir Street (Los Angeles County line)
2. Beat 9: I-10 from Indian Hill Boulevard (Los Angeles County line) to Haven Avenue
3. Beat 10: I-10 from Haven Avenue to Sierra Avenue
4. Beat 11: I-10 from Sierra Avenue to Waterman Avenue
5. Beat 14: I-215 Center Street from the Riverside County line to Devore Road
6. Beat 23: I-15 from the Riverside County line to Sierra Avenue
7. Beat 27: I-15 from Sierra Avenue to Oak Hill Road
8. Beat 29: I-10 from Waterman Avenue to County Line Road (Riverside County line)
9. Beat 31: SR-210 from the Los Angeles County line to Citrus Avenue

FSP Beat No. 5 is the priority Beat for this RFP, which means that should a primary truck go down; the “Extra Work” Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

The contractor shall hold to all required standards addressing truck image and maintenance for the FSP Certified Back-Up Tow Truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the “Extra Work” Beat.

Each SBCTA tow operator agreement contains a clause regarding the Construction Freeway Service Patrol (CFSP). The goal of CFSP is to assist in construction zones outside of regular FSP hours or locations. The work is provided as “Extra Work” due to the uncertainty of the hours or changes in construction related to CFSP “Extra Work” projects.

SBCTA reserves the right to change Beat hour, the length of the Beat, and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of “Extra Work”.

11.0 FSP HOLIDAYS

PRELIMINARY LIST OF FSP HOLIDAYS

Services are to be provided on the days and hours designated in the Contract with the exception of the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

In addition to the above service hours, at the discretion of SBCTA and the FSP CHP Officers, additional service may be requested on certain “high traffic days” prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day).

BEAT NO. 27

1.0 SUMMARY SCOPE OF WORK

FSP PROGRAM PURPOSE SUMMARY

The purpose of the SBCTA FSP Program is offered in partnership by SBCTA, California Highway Patrol (CHP), and the California Department of Transportation (Caltrans). The goal of this partnership and of the SBCTA FSP Program is to keep the freeways moving and reduce the chance of secondary accidents. FSP is a team of tow trucks that travel on select San Bernardino County freeways during peak commute hours to assist motorists with car trouble. FSP Tow Truck Drivers will assist the motorists by providing services ranging from changing a flat tire to providing minor mechanical assistance, at no cost to the motorist.

NOTICE TO PROCEED (NTP) NO. 1 (ESTIMATED MAY, 2024):

The deliverables associated with NTP No. 1 of this CONTRACT include the project ramp-up/preparation, the purchase of the required number of FSP certified tow trucks, and equipment installations in accordance with section 4.0 "Equipment Requirements". Moreover driver trainings, and inspections in accordance with section 5.0 "Drivers."

NTP NO. 2 (ESTIMATED DECEMBER 1, 2024):

The deliverables associated with NTP No. 2 is the start of FSP program operations.

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver or Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions **DO NOT** warrant, Drivers will move the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop points assigned by CHP.

The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All FSP tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services are not all-inclusive. Where conditions permit, safe removal of small debris may also be required. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be offered to be towed to a designated drop point identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow Operator after

an FSP shift, the Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage.

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual. The CHP is responsible for the day-to-day field supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, an FSP CHP Officer should be notified of the incident. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterwards, FSP CHP Officers will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. The required number of FSP certified Trucks for Beat No. 27 is one (1) primary certified FSP Trucks and one (1) certified back-up FSP Tow Truck.

At times, SBCTA, a city, and/or the California Department of Transportation (Caltrans) will have construction projects on the highways that may require Construction FSP. Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9 of the contract, and will all require the authorization of SBCTA's FSP Program Manager in writing as well as a written contingency amendment or contract amendment as appropriate. There are three types of CFSP services that can occur:

4. Caltrans requested CFSP: Caltrans led projects that are part of the Caltrans/SBCTA CFSP Cooperative agreement. These projects will also require the issuance of a Caltrans task order.
5. SBCTA requested CFSP: SBCTA led projects that will be funded by SBCTA.
6. City requested CFSP: City led projects that will be funded by the City.

FSP HOURS OF OPERATION

FSP standard hours of operation are:

- Monday through Friday morning shift hours are scheduled from 5:30 am to 8:30 am;
- Monday through Thursday afternoon shift hours are slated from 2:00 pm to 6:30 pm;
- Friday afternoon shift is scheduled from 12:00 pm to 6:30 pm;
- Saturday and Sunday shifts (If applicable to the primary FSP Beat) are scheduled from 10:00 am to 6:00 pm.

SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of “Extra Work”.

FSP TECHNICAL ADVISORY COMMITTEE (TAC) MEETING

CONTRACTOR or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meetings scheduled every other month. The FSP TAC will encompass focused and informal/formal discussions concerning but not limited to: scope, services, schedule, safety and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all FSP TAC meetings who have the ability to make management-level decisions on the behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a FSP TAC meeting, CONTRACTOR shall notify SBCTA and FSP CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR’s contractual responsibility. Meetings are scheduled for the entire calendar year; FSP CHP provides the schedule via email.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

2.0 CONTRACT REPRESENTATIVES

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, as “FSP Management”). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as “Beats”. The dispatching will be done in accordance with the contract for the service. An SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual at all times. Also note that SBCTA’s contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

3.0 SERVICE LOCATION

SBCTA FSP operates on selected freeway segments referred to as “Beats”. Each Beat has specific turnaround locations and designated drop points identified by the CHP. The Beat limits for FSP Beat No. 27 is at Interstate 15 (I-15) from Sierra Avenue to Oak Hill Road. Additional information regarding the beat limit service location is identified in section 8.0 Beat Description and section 9.0 Beat Map of the SOW.

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat for example) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written notification (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SBCTA reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

4.0 TOW YARD LOCATION AND SECURITY

The CONTRACTOR shall be responsible for the security of vehicles and property at their facility. At a minimum, must have a secure area to store FSP tow vehicles at their facility, including CONTRACTOR controlled access, fencing or physical barrier separating public access from tow

yard, security system, sufficient lighting, and security cameras to where vehicles are stored such as a fenced or enclosed area. The CONTRACTOR is responsible for the reasonable care, custody, and control of any property contained in its facility.

The CONTRACTOR will be responsible for assuring that all SBCTA FSP related equipment is contained in a secure environment and protected from theft or damage. The CONTRACTOR will be responsible for any replacement or repair cost for SBCTA provided equipment that is not considered normal wear and tear.

5.0 EQUIPMENT REQUIREMENTS

A. Tow Truck Requirements.

Primary FSP Flat Bed Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non-FSP hours.

All trucks proposed for use in the FSP program should be less than a year old with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract. Extenuating circumstances dictating departure from this specification should be at the consensus of the local FSP partners. The age limit for a FSP truck shall be no longer than 5 years for cab, chassis, and bed components. Trucks are required to be fully equipped according to contract requirements prior to the beginning of each shift. Refer to Attachment B: TOW TRUCK INSPECTION GUIDE FOR FREEWAY SERVICE PATROL CONTRACT OPERATION 818-FSP-TIG, contained in the FSP SOP.

The CHP, in conjunction with SBCTA, will verify the original purchase dates to ensure compliance. All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all Local, State and Federal laws applicable to that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained FSP Certified Tow Truck(s) or improperly equipped FSP Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be required to have a FSP Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP Certified Back-Up Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA FSP back-up truck requirement(s). Only the FSP Beat No. 27 FSP Certified Flat Bed Back-Up Tow Truck should be utilized.

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, mud flaps, employment advertisement, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. For the most updated SBCTA FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

SBCTA CERTIFIED FSP TOW TRUCK EQUIPMENT LIST

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

Current Registration/ Insurance	Fire Extinguisher: 4BC Rating, new or exp:
Age limit: 5 years for cab, chassis, and bed components	Broom: 24 inches wide, coarse bristle
Minimum seating capacity for 5 adults	Shovel: Square point
Paint: White Only, 4" max black lettering	Large Pry Bar: Minimum 36-inch length
Rubber faced push bumper(s)	Wood Crossbeams: 1 ea., 4"x4"x48" and 4"x4"x60"
Vehicle numbers on both sides	Hydraulic Floor Jack: 2-Ton capacity
2 FSP signs or 3 FSP signs for flatbeds	Portable air tank: 80 psi. min, or compressor w/ 50' min hose
Headlights	Bolt Cutters
Turn Signals	Trailer Hitch Balls: 1 7/8" and 2", with mount
Reflectors, Front and Side	One 4 -Ton snatch block
Clearance Lamps (>80" Wide)	Flares: Total burn time of 360 minutes minimum
Amber Warning Lights: Front/rear selectable, rear directional, in-cab controls	Metric and Standard 4-way Lug Wrenches
License Plate Lamp	Sledgehammer: 4 pounds
Tail Lamps	Utility/ Motorcycle Straps
Stop Lamps	Steering Wheel Securement Device
Backup Lamps	Funnel with flexible spout
Rear work lights	Water Container: Plastic, 5 gallons

Reflectors, Rear	Fuel in Approved Plastic Containers: Gas/Diesel, 5 gal. each
Extension Tail/ Stop Lamps	Absorbent Can with lid: 5 gal. of clean absorbent
Fenders / Mudguards	Trash Can with lid: 5 gal., empty
Windshield	Cones: 6 ea., 18-inch height, reflectorized w/ tape
Windshield Wipers	Booster cables: 3 ga. Cu., 25 ft., H-D clamps, fit truck
Spotlight: Body mounted, front to rear coverage	Flashlight
Service Brakes	Spare batteries/ Charger for rechargeable
Parking Brake	First Aid kit: 5"x9"
Mirrors	Lockout Tool Set
Horn	Warning Devices (Reflectors)
Beam Indicator	Jack stand: 2-Ton capacity
Cab interior lighting suitable for reading and writing	
Truck to Shop Communications System	
FSP Two-Way Radios / Terminals	
Scanner: Operating and properly programmed	Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The TOOLBOX list may be supplemented at the CONTRACTOR's option and expense
Public Address System	Tool Kit
Booster Cable Connectors: mounted front and rear	Screwdrivers: 1/8", 3/16", 1/4", 5/16" Flat; #1, #2 Philips
Battery Rating: 60 Amp-hour or greater	Adjustable Wrenches: 8" and 12"
Tire Tread	Pliers: Needle nose and adjustable rib joint, 2-inch capacity
Wheels	Duct tape, Electrical tape, mechanics wire: 1 roll each
Suspension	Rubber Mallet
Steering	Tire Pressure Gauge
Frame	Safety glasses
Exhaust System	Wheel chock
Fuel Cap(s)	

WRECKER - GENERAL

Manufacturer Rating Plates	Throttle Control
Wrecker Controls on both sides of vehicle	Hydraulic Rams, Hoses, Valves
Control Labels	Winch: Type:
Body and Towing Equipment Mounting Bolts	Winch: Rated 8,000 pounds on first cable layer
Cable Sheaves	Safety chain D-ring or eyelet mounted on rear of truck

CAR CARRIER/ TWO VEHICLE

GVWR: Minimum. 23,500 lbs. Chassis	50' 3/8" 6X19 Wire rope or OEM Specifications
Carrier Bed Frame	J/T Hook Loading Bridle Chains
Bed Material: Steel or Aluminum	4 Safety Chains 5/16" Alloy or OEM Specifications
Bed Length: 19.5 ft. minimum	(4) Wheel Tie Down Safety Straps with ratchets
Bed Hinges	One pair of spacer blocks or 2 wood blocks 4"x6"x12"
Bed Safety Lock	Motorcycle loader for flatbeds with (6) Utility/ Motorcycle straps
Tie Downs: 8 each, one near each corner of the bed, two each side of bed distributed between corner tie downs, each must accommodate snatch blocks	(2) Safety Chains: 5/16" Alloy or OEM Specifications 5-foot min. length
Wheel Lift Assembly; Rated 3,000 Pounds-Extended	"L" Arms
Pivot Pin	Cradle / Straps/ Chains
(2) Wheel Tie Down Safety Straps with ratchets	Claw

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each and every shift. An Inspection

form, which is in the tablet FSP data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP related equipment:

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back up FSP Tow Trucks no later than ten (10) business days prior to the start date of the Beat(s). No exceptions. If SBCTA is not able to access the required primary and back up FSP tow trucks by the tenth (10th) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit "C" of the contract.

At times, equipment such as an "outside speaker", or a handheld "mic," and/or "FSP Tablet" for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP-related equipment needs to be replaced due to negligence by the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR'S invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, Supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their "FSP Certified Back-Up Tow Truck" on the Beat to cover the shift.

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an "outside speaker" or a "mic") as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding "installation standards", the CONTRACTOR is to contact SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or FSP CHP Officer, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

B. FSP Certified Back-Up Tow Truck

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit

“C” of the contract for further details on violations and penalties. FSP Certified Tow Trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If a FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle’s availability to work the Beat area within the 45 (forty-five) minute time period (after which point penalties begin to accrue).

C. Vehicle Breakdown and Other Missed Service

A FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) minutes of the time when a primary FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Tow Truck is provided. This 45 (forty-five) minute period prior to the imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in accordance with section 4.0 “Equipment Requirements” paragraph A “Tow Truck Requirements”, in which case fines shall begin immediately. If a FSP Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow Truck maintenance shall be performed during non-FSP service hours.

In the event that a FSP Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the Driver must indicate in the “notes” section of the FSP Tablet (per section 4.0 “Equipment Requirements” paragraph E “Communications Equipment”) that the CONTRACTOR has switched to an FSP Certified Back-Up Tow Truck.

In addition, failure to have a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have a FSP Certified Back-Up Tow Truck on the Beat within the 45 (forty-five) minute time period.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission (RCTC) or any other FSP service do not qualify as meeting the back-up tow truck requirement noted above.

D. Vehicle Identification.

It shall be the Driver’s sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned

immediately at the termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks. The detachable markings (magnetic or other forms of FSP signage) provided by SBCTA must be placed on the center of both doors (front driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP-related signage completely flat, clean, out of direct sunlight and out of public view when being stored.

E. Communications Equipment

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR's monthly invoice, any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR's improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three business days – pursuant to direction by SBCTA FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). ***Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SBCTA and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video, or to capture any other images while performing FSP duties during FSP operational hours, or capture any FSP-related images during non-FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP-related data or

images are found on any social media outlet or networks not authorized by SBCTA, the driver or drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SBCTA, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow truck or during non-FSP operational hours. During FSP operational hours, Tablet Computers must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Any other location is not permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the course of the contract. If upon inspection SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

F. Equipment Tampering

Tampering with FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications, and/or is disconnected, or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

- 4) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.
- 5) SBCTA shall designate the AVL installer and technician that will review and repair the AVL systems.
- 6) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTORS monthly invoice. Please refer to Contract Exhibit "C" for further details on violations and penalties.

6.0 DRIVERS

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

FSP Driver Certification Requirements

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:

16. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.
17. Successfully pass a driving record and criminal history check.
18. Pay all processing fees.
19. Submit to fingerprinting.
20. Successfully pass a CHP-administered Proficiency Test.
21. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
22. Attend and pass a FSP driver certification class.
23. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
24. Issued a FSP Driver Identification Card.
25. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.
26. As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a valid California driver's license and criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a California driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.
27. The California driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.
28. The criminal history check will consist of a livescan background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract. **The cost of the livescan and DL will be at the**

CONTRACTOR's expense.

29. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.
30. In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Drivers from other FSP service areas will be evaluated by the CHP FSP Officer on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time they leave the assigned Beat, whether to replenish expendable items such as gasoline or radiator water, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Pre-shift inspection worksheet prior to the commencement of driving the tow truck. This must be completed at the tow yard, prior to leaving the yard and driving to the Beat.
- Log of mileage prior to commencement of driving the tow truck on the Beat and at the end of the shift This must be completed in a safe location at or near the Beat location, prior to beginning the shift and at the end of the shift.

The Driver shall also be required to complete an assist record, on the Tablet Computer, for each incident.

Driver will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the FSP Tow Truck Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to the FSP CHP Officers by the 10th day of the preceding month as quickly as possible as and no longer than a maximum of thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles (DMV) Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not

described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year is required. The SBCTA FSP Program conducts a one hour refresher training class/meeting each quarter, for a total of four hours of on-going training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

Driver Equipment

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a ½" silver reflective tape down the middle. This allowed reflective tape must be on both sleeves as indicated in the updated contractor exhibit. The only approved trim color is fluorescent orange with a ½" silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5" wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

A detachable brass or gold in color nameplate shall be worn with the first initial of the first name and full last name of the Driver. Letters shall not exceed ½" tall; nameplate must be approved by an FSP CHP officer. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo shall be sewn/silkscreened on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo shall be sewn/silkscreened on the left sleeve of the vest. A large FSP logo shall be sewn/silkscreened across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logos already sewn/silkscreened on per CHP's required FSP logo placement locations. The brass or gold nameplate with the Driver's first initial of first name and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate.** An FSP logo is not required to be sewn/applied on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions or clarifications.

Rain gear shall be waterproofed material, navy blue or yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo may be sewn/silkscreened on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn which must be navy blue in color and worn only with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual in making sure it is following the most recent Driver equipment requirements.

FSP UNIFORM PHOTO EXAMPLES



FSP UNIFORM STRIPE EXAMPLES



7.0 LOCAL OFFICE

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative, who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and shall be located in Riverside, San Bernardino, Los Angeles or Orange counties. An FSP Certified Back-Up Tow Truck and an FSP Certified Back-Up Tow Truck Driver must be available within a 45 minute request regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner and email through which they, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. An email address that is monitored throughout each day shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit "C" of this contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

8.0 BEAT DESCRIPTIONS

Beat #	Beat Description	One-Way Length in Miles	No. of Primary FSP Flat Bed Trucks in both AM and PM	No. of FSP certified Back-Up Flat Bed Tow Trucks
27	Interstate 15 (I-15) Sierra Avenue to Oak Hill Road	14	1	1

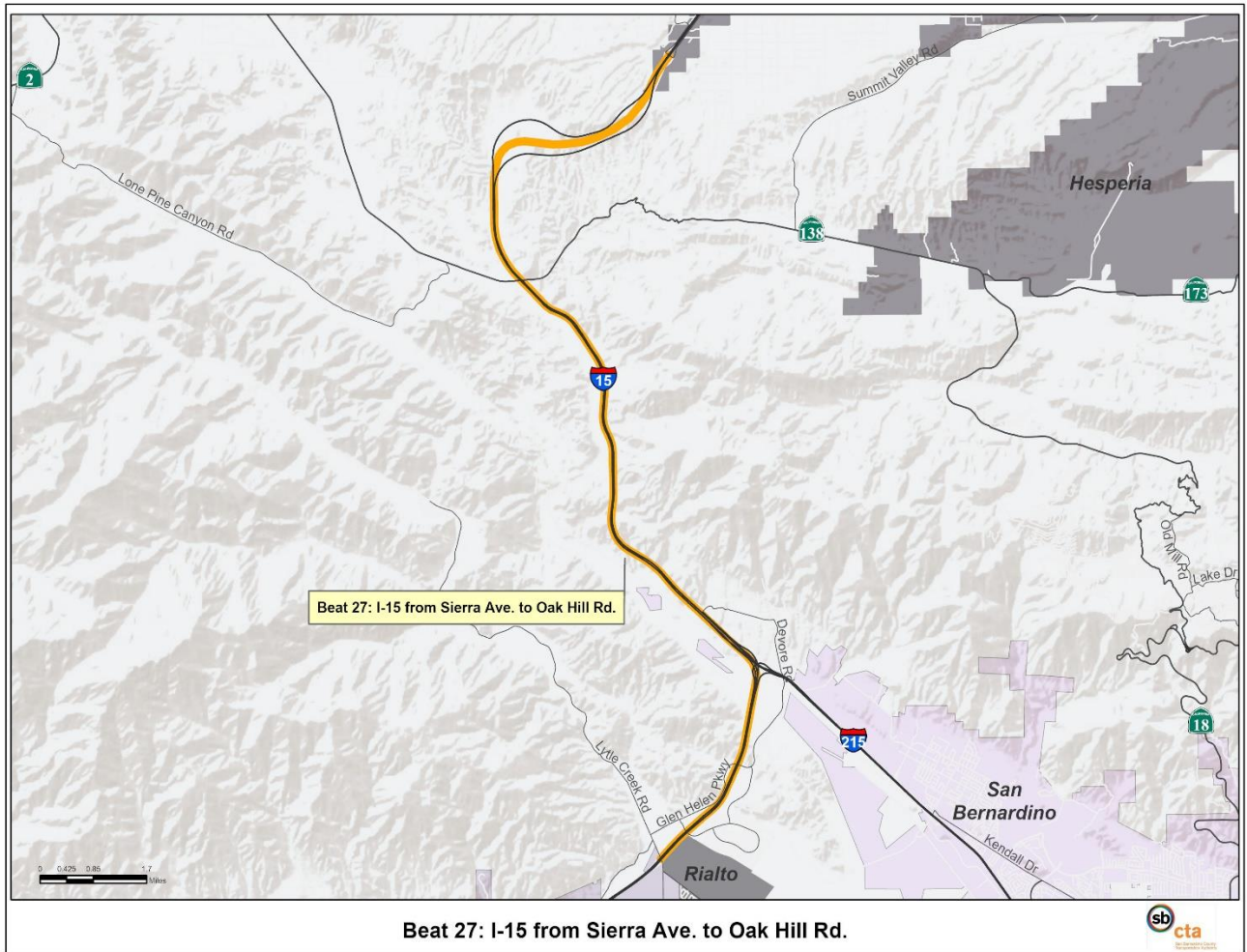
Please refer to Attached Map of Beat No. 27 area

Beat 27 is currently scheduled to operate from **5:30 a.m. to 8:30 a.m.** and from 2:00 p.m. to 6:30 pm (Monday through Thursdays). On Fridays, the PM shift begins at 12:00 p.m. to 6:30 p.m.

FSP Beat No. 27 requires one (1) Primary FSP Certified Flat Bed Tow Trucks and one (1) Primary Flat Bed FSP Certified Back-up Tow Truck available during all FSP operational service hours.

Attachment: RFP23-1002945 SOW Beat No. 5 and No. 27 (9760 : Release FSP RFPs No. 23-1002947 and No. 23-1002945)

9.0 BEAT MAP



Attachment: RFP23-1002945 SOW Beat No. 5 and No. 27 (9760 : Release FSP RFPs No. 23-1002947 and No. 23-1002945)

10.0 FSP SERVICE HOURS AND EXTRA WORK HOURS

Approximate total service hours per primary vehicle per year is estimated to be as follows:

- Approximate Service Hours (Monday-Friday) per primary vehicle per year: 2,116 hours
- Approximate “Extra Work” Contingency weekend hours (Saturday- Sunday) per primary vehicle per year: 765 hours

SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat and hours of operation) during the course of the Contract.

All Beats may be asked to participate in possible SBCTA’s “FSP Extra Work weekend contingency services”, on an as needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual amount of weekend hours or number of weekend trucks are not guaranteed. Written notice from SBCTA shall be required for commencement and termination of “FSP Extra Work weekend contingency services”.

“Extra Work” for emergency coverage may be assigned for any of the nine (9) SBCTA FSP service areas:

10. Beat 5: SR-60 from Milliken Avenue to Reservoir Street (Los Angeles County line)
11. Beat 9: I-10 from Indian Hill Boulevard (Los Angeles County line) to Haven Avenue
12. Beat 10: I-10 from Haven Avenue to Sierra Avenue
13. Beat 11: I-10 from Sierra Avenue to Waterman Avenue
14. Beat 14: I-215 Center Street from the Riverside County line to Devore Road
15. Beat 23: I-15 from the Riverside County line to Sierra Avenue
16. Beat 27: I-15 from Sierra Avenue to Oak Hill Road
17. Beat 29: I-10 from Waterman Avenue to County Line Road (Riverside County line)
18. Beat 31: SR-210 from the Los Angeles County line to Citrus Avenue

FSP Beat No. 27 is the priority Beat for this RFP, which means that should a primary truck go down; the “Extra Work” Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

The contractor shall hold to all required standards addressing truck image and maintenance for the FSP Certified Back-Up Tow Truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the “Extra Work” Beat.

Each SBCTA tow operator agreement contains a clause regarding the Construction Freeway Service Patrol (CFSP). The goal of CFSP is to assist in construction zones outside of regular FSP hours or locations. The work is provided as “Extra Work” due to the uncertainty of the hours or changes in construction related to CFSP “Extra Work” projects.

SBCTA reserves the right to change Beat hours, the length of a Beat, and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of “Extra Work”.

11.0 FSP HOLIDAYS

PRELIMINARY LIST OF FSP HOLIDAYS

Services are to be provided on the days and hours designated in the Contract with the exception of the following holidays:

11. Martin Luther King, Jr. Day (Monday)
12. Presidents' Day (Monday)
13. Memorial Day (Monday)
14. Independence Day (July 4 - varies)
15. Labor Day (Monday)
16. Veterans Day (varies)
17. Thanksgiving Day (Thursday)
18. Day after Thanksgiving (Friday)
19. Christmas Day (December 25 - varies)
20. New Year's Day (January 1 – varies)

In addition to the above service hours, at the discretion of SBCTA and the FSP CHP Officers, additional service may be requested on certain “high traffic days” prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day).

Minute Action

AGENDA ITEM: 14

Date: July 5, 2023

Subject:

Release Request for Proposals No. 23-1002963 for Call Box Call Answering Center Services

Recommendation:

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

Authorize the Executive Director, or his designee, to release the Request for Proposals No. 23-1002963 for the procurement of Call Box Call Answering Center Services for SBCTA and Riverside County Transportation Commission, subject to the approval as to form by General Counsel.

Background:

Both San Bernardino County Transportation Authority (SBCTA) and Riverside County Transportation Commission (RCTC) maintain and operate a motorist aid Call Box system that is responsive to the needs of motorists in San Bernardino and Riverside Counties. The Call Box system operates in coordination with both the California Highway Patrol (CHP) and the California Department of Transportation (Caltrans). The Call Boxes help to provide service to motorists where there is not a consistent and reliable digital cellular signal, or for those motorists who do not have a cell phone or whose cell phone battery is depleted. Moreover, the Call Box locations (latitude and longitude coordinates) clearly identify a motorist's location. The Call Box calls are to be answered by a professional Call Answering Center (CAC) who transfers the call, when appropriate, to CHP, who dispatches the appropriate public safety assistance such as law enforcement, paramedics, and fire control.

The current contract for Call Box CAC services ends June 30, 2024. SBCTA, as the lead agency on behalf of SBCTA and RCTC, is seeking to issue a joint Request for Proposals (RFP) No. 23-1002963 for a Call Box CAC that is knowledgeable and experienced in providing motorist aid call answering services. SBCTA and RCTC are currently researching the possibility of implementing a mobile 511 service for this contract as well.

The Scope of Work is included with this item as Attachment A. The estimate for this five-year contract is \$999,164. RCTC's reimbursement of their share for the call answering services is based on actual costs incurred and actual calls generated from their programs. The successful proposer(s) will have approximately 250 days from the date of award to transition the Call Box Answering communication services and become operational. Long lead times are needed for this contract to obtain approval from Sacramento CHP Headquarters in order to coordinate and install the communications required with the four CHP Communication Centers located in San Bernardino and Riverside Counties (Barstow, Border, Indio and Inland). The Call Box CAC contract is scheduled to start on November 4, 2023 so as to allow for the transition of any changes in communications by the June 30, 2024 expiration date for the current contract.

Staff is requesting authorization from the Board of Directors to authorize the Executive Director, or his designee, to release RFP No. 23-1002963 for Call Box CAC Services to ensure no disruption of service to the motoring public.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 2

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. SBCTA Procurement Manager and Risk Manager have reviewed this item and the draft RFP. General Counsel has reviewed this item and will review the draft RFP prior to release.

Responsible Staff:

Steve Smith, Director of Planning

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

ATTACHMENT A
RFP 23-1002963
CALL BOX CALL ANSWERING CENTER SERVICES
SCOPE OF WORK

I. BACKGROUND

The San Bernardino County Transportation Authority (SBCTA), and Riverside County Transportation Commission (RCTC) operate as the San Bernardino, Riverside Service Authorities for Freeway Emergencies (SAFE). The SAFE's are regional public agencies created in 1981 pursuant to California Streets and Highways Code section 2550 *et seq.* to install, maintain and operate motorist assistance systems and programs in their county. Since 1990, more than two (2) million calls have been placed by motorists via the SBCTA and RCTC ("Agencies") Call Box systems. Exhibit H, Call Box Call History provides a summary of calls received for the Agencies from July 1, 2019, to December 31, 2023. The combined programs consist of approximately 780 call boxes on San Bernardino County freeways and highways, and approximately 160 call boxes on Riverside County freeways and highways, and Metro link stations, all of which are directed to the same privatized call answering center (CAC). The actual number may vary, as call boxes are removed temporarily for construction purposes. In addition, both SBCTA and RCTC plan to operate a mobile 511 system that allows motorists to reach the CAC by dialing 511 within San Bernardino and Riverside County boundaries. The Agencies are collectively soliciting consolidated call box and possible future mobile 511 call box CAC services for SBCTA and the RCTC region. SBCTA will serve as the contracting agency and Project Manager for the project. SBCTA will coordinate with RCTC through cooperative agreements. SBCTA will also coordinate any efforts necessary to transition CAC services from the current provider to the selected CAC provider during both the initial and ongoing phases of the program.

Call Box programs are locally funded, locally managed motorist-aid programs established on a county-elective basis. Call Box programs aid motorists, allowing them to report a disabled vehicle, road hazard, or freeway emergency. Funding for the program is provided by a one dollar (\$1.00) per vehicle annual registration surcharge imposed in each SAFE County. The surcharge is collected by the California Department of Motor Vehicles (DMV) as part of the normal vehicle registration process and provides funds for the purchase and maintenance of equipment and the ongoing operations of motorist assistance programs.

The California Department of Transportation (Caltrans) provides guidance on Call Box installation issues, encroachment permits, installation plan reviews, site selection support and support for construction inspection. Caltrans also works closely with the Agencies during freeway construction, notifying each agency when call boxes must be removed and when the freeway is ready for call boxes to be reinstalled. The Agencies are responsible for maintenance and, in turn, contract with the Call Box equipment and maintenance providers.

In addition, the Agencies operate Freeway Service Patrol (FSP) programs that contract with private tow truck companies to patrol designated areas along specific freeways and state routes, called "Beats," to assist motorists whose vehicles have become disabled on the highway. FSP tow trucks

may be dispatched by the California Highway Patrol (CHP) and the tow truck drivers may provide minor mechanical assistance, *e.g.*, help change a flat tire, provide water, or provide a gallon of fuel. Vehicles that cannot be made functional within ten minutes will be towed off the freeway to a CHP-designated drop zone, where the motorist may seek (other) additional assistance.

The development of motorist assistance programs, FSP and call box programs has resulted in cooperative contractual arrangements with public and private entities including local and regional transportation agencies, Caltrans, CHP, call box equipment and maintenance providers, cellular service providers, and contracted CACs. The CAC selected because of this RFP (“Contractor”) will assist motorists calling from a call box or through a mobile 511 call box program, by arranging assistance or notifying CHP that a motorist has No Help, or, if a CHP-designated high priority call is received, the CAC will transfer the call directly (also referred to as a “Live” call) to the CHP. The Agencies will utilize the services of a CAC to answer 100% of the voice and teletypewriter (TTY) calls generated by their respective call box and mobile 511 programs.

Both SBCTA and RCTC anticipate implementing a mobile 511 call box program during the term of the awarded Contract (estimated to be the Summer/Fall of 2025). Firms must include proposed pricing for the Agencies’ mobile 511 programs in Attachment B, the Price Proposal.

The CAC will be required to communicate with and transfer certain calls received to three different CHP dispatch centers. The CAC must communicate with, or when necessary, transfer the caller to, the appropriate CHP Dispatch Center based on the call box or customer location. The CHP Dispatch Centers, as described in more detail later in this SOW, will require a Remote Messaging System (RMS), which will display the status of all calls remotely in real-time. The dispatch centers and their locations are listed in the table below.

CHP Dispatch Centers and Address
Barstow Dispatch Center 300 E. Mt. View Barstow, 92311-2887
Indio Dispatch Center 79650 Varner Road Indio, 92203-9704
Inland Communications Center 13892 Victoria Street Fontana, CA 92336
Border Dispatch Center (for Mobile 511 calls only) 7183 Opportunity Rd San Diego, CA 92111

II. DESCRIPTION OF SERVICES

Motorists utilize call boxes or mobile 511 functionality for a variety of reasons, but most often to request assistance when their vehicle becomes disabled on the freeway. Other assistance requested is due to an accident, medical emergency or when the motorist needs law enforcement assistance.

The Contractor shall answer call box voice and TTY calls, and mobile 511 voice calls 24 hours each day, 365 days a year. For mobile 511 calls, the Contractor will determine the customer location and arrange assistance as appropriate and available. CHP-designated high priority calls will be immediately transferred directly to the appropriate CHP dispatch center. Exhibit D, Sample Incident Screen Design, includes a screenshot of a sample incident for a Call Box call, which indicates some of the information gathered for handling calls.

The Agencies' call boxes and cellular network carriers provide a digital Caller ID that through a database lookup that populates the location of the Call Box in use to the CAC.. This feature expedites service requests from freeway call boxes and is particularly important in the desert, mountain and more rural areas of the counties, where there may be few discernable landmarks other than the Call Box. Customer location for mobile 511 calls must be determined by utilizing a well-defined series of questions as shown in Exhibit G, Mobile 511 Script. The Contractor, in coordination with RCTC and SBCTA, will be responsible for assisting in the development, modification, and updating RCTC and SBCTA mobile 511 scripts as necessary or requested, and as approved by RCTC and SBCTA.

The Contractor is expected to perform all work necessary to fulfill the SOW requirements and establishing, operating, and maintaining a CAC capable of answering 100% of the calls generated by the Agencies Call Box programs. Exhibit F, Sample Call Type Reports, includes call statistics for call boxes, as well as other data that can be used by proposers to prepare pricing and to understand the SOW. In addition to establishing and maintaining call center equipment (must be maintained so that call center equipment is consistently working in an efficient manner – if the CAC is aware of a equipment issue SBCTA call box staff shall be made aware immediately) at the CAC, the Contractor will procure, install, and maintain equipment at each CHP dispatch center that enables CHP dispatchers to see, track, and monitor Call Box and mobile 511 calls and response activity. The contractor will be required to install communications (internet) that is independent of the CHP communications systems. The CAC will also update and maintain CAC operation manuals, and assist in the development and maintenance of call handling procedure manuals for CHP dispatchers.

All calls will first be answered by the CAC, with most calls rerouted to CHP or the appropriate assistance provider depending on the need and the situation. Relevant CHP-designated high priority and FSP-related calls are to be forwarded to the proper CHP dispatch centers to complete/handle. Guidelines dictating call types and what constitutes a “relevant high priority call” have been determined by the CHP in collaboration with the Agencies, referenced in Exhibit C, Call Handling Matrix, which establishes call handling protocols to be followed during this Contract. This Matrix must be followed in its entirety, which includes its color coding, and will not be modified or changed unless at the direction of the SBCTA (RCTC and SBCTA will coordinate any possible changes with CHP). Most often, “relevant high priority calls” consist of

calls requiring CHP or police assistance, fire, medical and/or ambulance services. All other calls are completed and handled by the CAC.

The Contractor will be expected to coordinate all work efforts with the Agencies and CHP dispatch centers with the utmost professionalism, following procedures set forth in Exhibit I, Operations and Training Manual. Firms should reference this manual to ensure they fully understand the scope of the project. The current Operations and Training Manual is the property of SBCTA and includes specific call taking script requirements, screen captures which are mirrored at the CHP communications centers, the approved call handling matrix, protocols for call handling, protocols for reporting, and protocols for interfacing with CHP. In coordination with the Agencies, the Contractor will be responsible for developing an update to the Operations Manual prior to the CAC being fully operational, and it is fully expected that the use of these assets will continue and be amended on an as-needed basis. The updated Operations and Training Manual shall be the property of the Agencies.

III. GENERAL REQUIREMENTS

- Contractor shall operate the call center system in accordance with the federal and state laws and regulations during the contract period.
- Contractor shall provide a turnkey, full service operation to include, but not be limited to, staff, work space, equipment, software, and phones, all computer and telephone related lines and cable. The Contractor is responsible for the installation of the communications link (internet) at the CHP facilities.
- Contractor shall have the capability to provide call center services on a 24 x 7 basis, 365 days per year.
- Contractor shall have the ability to add/divert trained Call Box staff to handle increasing or decreasing call volume during peak/off periods in compliance of performance standards.
- Contractor shall establish performance standards for call center services that must be maintained throughout the term of the contract to provide acceptable customer service and satisfy the scope of work under the contract.
- The CAC must be able to handle a large variety of languages, including Spanish if a CAC operator is not available, through the services of a translation contractor. CAC must identify the translation services contractor, as well as their experience and background in the proposal. These services are to be included in the CAC costs.
- The CAC must provide SBCTA with a quarterly report noting the number of calls that needed translation services, as well as the language that was translated for each of these calls. The report needs to reflect the number of translated calls for RCTC and for SBCTA (for Riverside County and San Bernardino County).
- Contractor is required to meet monthly with the Agency's Project Manager. During transition or other critical periods of the contracts, more frequent meetings will be required. Meetings are normally conducted via Video Conference Call but may be face-to-face depending on the location of the Contractor.
- Contractor shall have a disaster recovery plan to protect against possible service interruption due to an emergency event such as fire, floods, earthquakes, etc. Call center operations are to be up and running within four (4) hours of the emergency event.

- Contractor(s) must provide training to their staff to maintain continued effective operation of the Call Center replacement staff and refresher, or update training as needed.
- Contractor line supervisors will monitor a minimum of ten percent (10%) of all calls received by Call Box call answering center operators for quality control. A monthly report (showing results for each Agency) of recorded results will be submitted to SBCTA for review and possible discussion. SBCTA will collaborate with RCTC regarding the report results.

IV. SPECIFIC REQUIREMENTS AND DELIVERABLES

The deliverables for this SOW shall be completed in three phases:

- 1) Phase I is the development of the required screens/scripts and software tools to handle the Agencies' Call Box calls. Phase IB is the development of the required screens for the mobile 511 call, which is expected to be implemented in Summer/Fall of 2025. In addition, Phase I includes developing the software tools needed to handle calls related to call boxes that have been knocked down (tilt alarm calls), TTY call box calls, satellite TTY calls and the real time Remote Messaging System (RMS) of each call type;
- 2) Phase II is set-up and implementation of the CAC; and
- 3) Phase III is the ongoing operation of the CAC.

A. PHASE I – DEVELOPMENT OF CALL BOX/MOBILE 511 SOFTWARE SCREENS AND TOOLS

Phase I will consist of reviewing the existing database and documentation. It will also include developing the Call Box, and mobile 511 call answering screens and tools to handle various types of Call Box calls. In addition to handling calls, the status of all calls will need to be displayed remotely in real-time for CHP and the Agencies. The Contractor is responsible for creating this one-way Remote Messaging System (RMS) that will forward real time call data to CHP and the Agencies via a web site (the Contractor will be responsible for following all call handling protocols determined by CHP and the Agencies, as well as complying with all color coding that has been established by CHP/Agencies). All calls shall be recorded, time stamped, and given a unique identification number. The recordings shall be available for download via the RMS. The Agencies records shall be kept confidential and separate from existing CAC records. Databases and call recordings shall not be comingled with records from any other business operations conducted by the Contractor.

Various Types of calls that need to be handled by the Contractor include:

- **Call Box Calls** - Call Box calls will be generated from motorists utilizing a Call Box within the Agencies Call Box systems. These calls shall be handled using pre-defined scripts and call screens as referenced in Exhibit I, Operations and Training Manual, to log all the details related to the assistance needed for the motorist and required by CHP.

- **TTY Call Box Calls** – All call boxes are equipped with a TTY. TTY calls may be generated from a Call Box when an end user utilizes the TTY keyboard located inside the Call Box. If the motorist initiates TTY on a Call Box, the TTY will direct the Call Box modem to dial a dedicated phone line at the CAC for TTY (one line for each Agency – one for Riverside County and one for San Bernardino County).
- **TTY Satellite Call Box Calls** – All satellite call boxes are equipped with a TTY. Satellite TTY calls may be generated from a Call Box when an end user utilizes the TTY keyboard inside the Call Box (SBCTA has about 30 satellite call boxes). If the motorist initiates the TTY on a satellite call box, the TTY will direct the call box satellite modem to dial a dedicated line (required to be an analog line with Caller ID). RCTC currently does not have any satellite call boxes.
- **Mobile 511 Calls** - Mobile 511 calls will be generated from the cell phone of a motorist who dialed 511, and forwarded to the appropriate agency based on the county in which they are located. SBCTA and RCTC anticipate having a program operational in the Summer/Fall of 2025, for which the call scripts and call screens may be somewhat similar to what is being used by OCTA, attached in Exhibit G (however, this has not been fully determined at this time).
- **Tilt Alarm Calls** - When a Call Box is knocked over, the Call Box will make a call to the Call Box maintenance provider. The maintenance provider's automated system will generate and send a notification via email to a designated email address at the Call Box CAC. This email will contain the ANI of the Call Box, its ten (10) digit phone number, and the location description as recorded in the system database. Once the location is identified and logged by the Call Box CAC operator, the information regarding the Tilt Alarm will be handled per Exhibit C, Call Box Handling Matrix.

1. Task 1 – Database Review and Development of Screens and Tool

- a. Review, Document and Update Database – Prior to the development of the software screens and tools, the Agencies will work with the Contractor to define database fields and update all records in the database.

Deliverable 1.0: Deliver updated Database with Documentation.

- b. **Call Handling Screens for Call Box Calls** - Contractor shall re-create the existing Call Box call answering screens/scripts, which shall include the same information exactly as shown on the Agencies existing screens and scripts. Call screens shall always auto-populate the Call Box location and may require modification during the term of the Contract, upon the request of the Agencies. Sample screens are included in Exhibit I, Operations and Training Manual, and are setup to handle the following types of Call Box calls:

- *CHP Designated Emergency Calls* - this will include Accident, Medical, Crime, Road Hazard, and Fire related type calls.
- *CHP Designated Non-Emergency Calls* - this will include Call Box Check calls, and Duplicate Event calls.
- *Roadside Assistance Calls* - this will include Assistance in Route calls,

No Assistance in Route calls, and FSP calls.

- *Incidental Calls* - this will include Call Box Maintenance calls, Inappropriate Use calls, Wrong Number calls and Courtesy calls.

Data collected from each call shall at a minimum include the following:

- Are you having car trouble? (yes/no)
- Verification of call box sign number (yes/no)
- Is the vehicle safely on right shoulder and completely out of traffic (yes/no)
- Comments (text)
- Log Number (auto assigned)
- First and Last Name (text)
- Cell Phone (number)
- What is the nature of your problem (text)
- Number of people in car (number)
- Is an 18 year or older adult male present (yes/no)
- What is the make of your vehicle (text)
- What is the model of your vehicle (text)
- What is the color of your vehicle (text)
- Do you have any special towing needs (text)
- Spare (yes/no)
- Be sure to indicate if anyone is non-ambulatory, or has special needs (text)

Deliverable 1.1: Draft Call Handling Screens/Scripts for Call Box Calls

Deliverable 1.2: Functioning Call Handling Screens/Scripts for Call Box Calls

- c. **Mobile 511 Calls** - Contractor shall re-create screens somewhat based on OCTA's mobile 511 call answering screens and scripts attached in Exhibit G, OCTA Mobile 511 Script, of this SOW. However, the mobile 511 screens for the RCTC and SBCTA may be somewhat different as the Agencies will be working closely with the CHP Comm Centers that service the Inland Empire region and modifications may be needed. Because the Agencies plan to initiate the mobile 511 program in Summer/Fall of 2025, these scripts may require additional modification to improve the flow of the call as well as address any of our CHP Comm Center concerns. Based on the existing OCTA script, the following data is collected from the current screens used to handle mobile 511 calls:

- Are you having car trouble? (yes/no)
- Is the vehicle safely on the right shoulder and completely out of traffic (yes/no)
 - Location (text)
- Comments (text)
- Log Number (auto assigned)
- First and Last Name (text)
- Cell Phone (number)
- Freeway (text)
- City (text)
- Direction of travel (N, W, E, S, NA)

- Do you see landmarks (text)
- Do you see a Call Box (formatted text)
- What is the nature of your problem (text)
 - Location (text)
- Number of people in car (number)
- Is an adult male over 18 present (yes/no)
- Is anyone non-ambulatory or a (yes/no)
- What is the make of your vehicle (text)
- What is the model of your vehicle (text)
- What is the color of your vehicle (text)
- Do you have any special towing needs (text)
- Spare (yes/no)
- Does motorist have AAA or other Auto Club card? (??)
- Comments (text)
 - Location (text)

Deliverable 1.3: Draft Call Handling Screens/Scripts for Mobile 511 Calls

Deliverable 1.4: Functioning Call Handling Screens/Scripts for Mobile 511 Calls

- d. **TTY Call Box Calls** - The Contractor shall create screens based on the existing TTY call answering screens and scripts attached in Exhibit I, Operations and Training Manual. When a TTY call is received, it should be handled the same way a regular Call Box call is handled, and the same script should be followed.

Deliverable 1.5: Draft Call Handling Screens/Scripts for TTY Call Box Calls

Deliverable 1.6: Functioning Call Handling Screens/Scripts for TTY Call Box Calls

- e. **TTY Satellite Call Box Calls** – Satellite TTY Call Box calls operate similar to a cellular TTY Call Box call with one exception: once a TTY call is activated on a satellite call box, the call cannot be switched to a voice call should the TTY be activated by mistake; the TTY call would be required to end and the motorist would have to activate a new voice call. The Contractor shall create screens and handle satellite TTY calls based on the existing TTY call answering screens and scripts attached in Exhibit I, Operations and Training Manual, with the exception noted above.

Deliverable 1.7: Draft Call Handling Screens/Scripts for TTY Satellite Call Box Calls

Deliverable 1.8: Functioning Call Handling Screens/Scripts for TTY Satellite Call Box Calls

- f. **Tilt Alarm Calls** - Contractor shall have the ability to handle Tilt Alarm calls for RCTC and SBCTA's call boxes. A Tilt Alarm call is generated by the Call Box if it is knocked down. If this occurs the Call Box will place a call to the Call Box maintenance provider. The maintenance provider's automated system will generate and send a notification via email to the designated email address at the Call Box CAC. This email will contain the ANI of the Call Box, its ten (10) digit phone number, and the location description as recorded in the system database. Once the location is identified and logged by the Call Box CAC operator, the information

will be handled per Exhibit C, Call Handling Matrix. a Contractor shall create screens based on the existing Tilt Alarm screens and scripts, included in Exhibit K, Operations and Training Manual. The Tilt Alarm calls shall also display on the RMS screen and have the ability send an email detailing the Tilt Alarm call to the Agencies.

Deliverable 1.9: Draft Call Handling Screens/Scripts for Tilt Alarm Call Box Calls

Deliverable 1.10: Functioning Call Handling Screens/Scripts for Tilt Alarm Call Box Calls

- g. **Remote Messaging System (RMS)** - Contractor shall develop an RMS as shown in Exhibit E, Sample RMS Screen, to be projected on a web page portal that will display real-time call data to CHP and the Agencies. The RMS screen shall be developed by Contractor exactly as shown in the samples, and may not be modified or displayed in any other way. The Contractor shall display all data in real-time utilizing existing formatting and classifications currently in place and approved by the CHP as referenced in Exhibit C, Call Handling Matrix. The RMS should automatically refresh every 30 seconds and should automatically sort by Call Box call Date and End time so that the most recent calls are listed at the top of the screen. The RMS should also keep track and display the time the message was sent over, when the message was opened, and by which Dispatch Center Position. The RMS shall visually display when a call has either been opened or not opened by CHP. A breakdown of which calls should be transferred to CHP live versus the CHP RMS is described in Exhibit C, Call Handling Matrix.

The RMS shall include but not be limited to:

- Screens shall be formatted to appropriately display on a screen 20” or larger in size.
- Ability to listen, download and email recorded digital voice logs of call box calls, which is retrievable via the RMS log or by utilizing search functions.
- Allow sorting of incidents by all fields.
- Ability to sort and refresh the screen as needed in order to find, track and monitor specific events.
- Ability to search and retrieve older Call Box logs from archived files.
- Ability to sound a system alert if a message is not addressed by CHP within 10 (ten) minutes. The audible system alert shall only occur at the CAC and shall be distinguishable and heard throughout the CAC offices so that it cannot be bypassed by CAC staff.

At the request of the Agencies, all equipment to operate and view the RMS shall be purchased and installed by the Contractor; therefore, a list of the type of hardware that may be required for each of the following locations shall be identified in the proposal:

- Barstow CHP Comm Center
- Indio CHP Comm Center
- Inland CHP Comm Center
- SBCTA's Office – The RMS should be available via website credentials to SBCTA and RCTC staff

Deliverable 1.11: Draft Screens for RMS

Deliverable 1.12: List of hardware to be installed at RMS locations

Deliverable 1.13: Functioning Screens for RMS

Deliverable 1.14: Functioning RMS audible alert

2. Task 2 – Test Plan/Testing

Upon completion of the screens to handle all the types of calls (call box calls, mobile 511 calls, TTY Call Box calls, TTY Satellite Call Box calls, Tilt Alarm calls) as well as the remote messaging, the Contractor shall develop a test plan that will ensure all calls and remote messaging can be handled correctly prior to deploying system wide.

The test plan, at a minimum, shall document the following: test items, feature to be tested, test approach, Pass/Fail criteria, test plan summary matrix, and schedule. The test plan shall be approved by the Agencies prior to implementation. The Agencies shall be notified of when the testing will occur and at a minimum, SBCTA shall be present. At the conclusion of the testing, a summary of the test results shall be provided to the Agencies in the format approved in the test plan.

Deliverable 2.0: Draft Test Plan

Deliverable 2.1: Final Test Plan

Deliverable 2.2: Summary of Test Results

3. Task 3 - Schedule

As part of bidder's proposal, a schedule for Phase II and Phase III shall be included. The schedule will be reviewed and possibly modified by the Agencies prior to being approved. During the project, SBCTA's Program Manager/Key Call Box Program staff shall be provided weekly written updates and an in-person or video conference meeting may also occur on a weekly basis during Phase I and Phase II of the project.

Deliverable 3.0: Final Schedule

Deliverable 3.1: Weekly Written Updates

Deliverable 3.2: Meetings Scheduled

The Agencies shall own the rights under this Contract to, user guides/manuals, scripts, and phone numbers developed and used for this project. The Agencies shall own all collateral and data materials related to the Call Box CAC services. The Agencies also owns the RMS equipment at the CHP dispatch centers as well as the RMS equipment located at SBCTA

C. PHASE II - SET-UP & IMPLEMENTATION OF CALL BOX/MOBILE 511 CAC

1. Task 4 – Planning and Design for CAC Location

a. **Assign Key Personnel** - As part of this project, Contractor shall provide the following key personnel:

- **Project Manager**
 - Responsible for oversight of the Agencies' Call Box and call center operations.
 - Oversees the Call Center Manager and Information Technology Manager.
 - Responsible for Administration of the executed Contract and SOW.
 - Responsible for responding back to SBCTA regarding various inquiries or concerns within 24 hours of receiving a phone message/email.
- **Call Center Manager**
 - Responsible for day-to-day oversight of the Call Box CAC services with the ability to respond to most inquiries by the Agencies.
 - Supervises and trains staff as set forth in this SOW.
 - Responsible for internal quality assurance of the Call Box CAC services. *Bidders shall document in their proposal details on what their quality assurance process entails.*
 - Responsible for notifying SBCTA Call Box staff immediately, if directed by SBCTA notifying the impacted Agencies when issues with day-to-day CAC operations occur.
 - Responsible for making sure that the CAC responds to SBCTA Call Box Program staff within 24 hours of SBCTA's inquiry.
- **Information Technology Manager**
 - Responsible for continued functionality of the Call Box CAC software.
 - Maintains and updates databases, ensuring all edits to database are reported to the Agencies within 24 hours.
 - Recommends and performs annual "Spring Cleaning" as set forth in this SOW.
 - Responsible for notifying the Agencies immediately, but no more than four (4) hours, when issues with the functionality of the software occur. Including any issues with the RMS at any of the CHP locations.

At the Agencies request, Contractor shall accommodate meetings/interviews with the proposed assigned key personnel.

Deliverable 4.0: Assign Key Personnel**b. Determine Phased Transition of Services**

- 1) Contractor shall coordinate with SBCTA in the development of the transition plan for CAC operations.
- 2) Contractor shall schedule a meeting with SBCTA and the incumbent CAC contractor to discuss, plan and execute transition schedule.
- 3) Upon the expiration of this contract, Contractor shall schedule a meeting with SBCTA and the incoming CAC contractor to discuss, plan and execute transition schedule.

Deliverable 4.1: Plan and Schedule for Transition of Service**c. Develop or Provide CAC Facilities and Systems Plan**

- 1) Contractor shall supply a detailed facilities and systems plan for the Agencies approval. Only equipment used solely by the Agencies for its CAC operations shall be reimbursed and all anticipated equipment required shall be identified in the proposal and price proposal. All equipment purchased and paid for by the Agencies for this project shall remain the property of the Agencies.

Deliverable 4.2: Draft and Final Facilities and Systems Plan**d. Provide Training and Evaluation Materials**

- 1) Contractor is expected to provide updates to the existing Operations and Training Manual following the existing scripts. All manuals provided to Contractor and modified or developed by Contractor are owned exclusively by the Agencies, and is expected to update the manuals as requested by the Agencies or as desired and necessary for CAC operations, with proposed changes to be made operational only after approval by the Agencies.
- 2) Contractor is responsible for maintaining a formal Call Box and mobile 511 call answering training program specific to this Contract. The training program shall be documented within the Operations and Training Manual and approved by the Agencies prior to implementation. The Call Box and mobile 511 training materials shall be the property of the Agencies. This training program must include but not be limited to:
 - 1) Review of the Operations and Training Manual
 - 2) Active listening
 - 3) Understanding of the Call Box caller's point of view
 - 4) CHP point of view and being a good, professional partner with CHP
 - 5) Descriptions and pictures of call boxes

- 6) Call management protocol
 - 7) System trouble recognition and reporting
 - 8) Back-up procedures
 - 9) When to seek assistance from a co-worker
 - 10) When to seek assistance/guidance from a Supervisor
 - 11) Performance requirements and performance measures
 - 12) How to handle translation needs
 - 13) Special procedures for big rigs/motor homes/motor coaches
 - 14) Special notifications (e.g., FSP Beats/holidays and construction schedules, summer reminders, etc.)
 - 15) CAC staff and Call Box operators to be familiar with the Riverside County and San Bernardino County region. CAC Call Box operators to be familiar with major freeways in each County, as well as familiar with various cities in each County.
 - 16) Teaching aids, including geography, motorist aid scenarios, an overview of CHP responses, and quizzes
 - 17) Disaster preparedness/emergency operating procedures to follow when alerts sound, when power is out, when system or telephones go out, including reporting protocols and manual call taking (if and when the mobile 511 system is implemented, it may be required that the CAC work with Border CHP). Please note ALL Border CHP Dispatch Center calls (i.e. mobile 511 calls) will likely be relayed manually.
 - 18) Investigation procedures for customer complaints
 - 19) Operating procedures and policies for interacting with the Agencies and other organizations
 - 20) Operator/ Supervisor testing, auditing, and evaluation criteria
 - 21) Provisions for formal remedial training and refresher training
 - 22) The importance of confidentially and not sharing any Call Box or mobile 511 related information on any type/sort of social media platform(s). No photos of the screens or the data received shall be taken by a Call Box operator or CAC staff unless expressly given written permission by SBCTA staff to address a problem or system concern. No Call Box operators shall indicate on social media that they are involved in answering call box calls.
 - 23) Clearly communicating with the CAC Call Box operators that what they are saying during a Call Box or mobile 511 discussion is being recorded and can be subpoena by attorneys/law enforcement and possibly heard during a court proceeding. This includes operator conversations while the motorist is on hold.
- 3) In cooperation with SBCTA, Contractor shall develop a Call Box answering/call processing Operator Evaluation Plan, which specifies what key items during the call need to be reviewed/tracked and what metrics will be used to determine that the call was handled and filed appropriately.

Evaluations shall include, but not be limited to, receiving calls from call boxes and mobile 511 calls, screen flow, CHP connectivity by remote and voice, system alerts, database population and report generation, and customer service interaction. Contractor shall outline how often and when calls are being monitored as well as how they review/monitor calls handled by their supervisors when elevated to their level.

Contractor shall develop and incorporate in the Operator Evaluation Plan, an evaluation form that can be used to fully document each test conducted. Upon completion of the tests, the Agencies shall be provided with a detailed report on the results of all evaluations and explanations of any evaluations that were poor, including remediation plans if necessary.

Deliverable 4.3: Draft and Final Training Program

Deliverable 4.4: Draft and Final Evaluation Plan

Deliverable 4.5: Draft and Final Operations and Training Manual

e. Provide Emergency Operating Procedures and Preparedness Plan

- 1) Develop or provide an Emergency Operating Procedures and Preparedness Plan for the Agencies approval. The Plan should outline emergency operating details and procedures in the event the CAC loses power, the onsite computer and phone systems fail, or staff need to vacate the CAC offices. The plan should also outline the procedures if important hardware or software fails, including but not limited to the server, automatic call distributor (ACD), phone and T1 lines, and workstations.
 - a) The Agencies require in the event of a loss of power, that an onsite generator provide electrical power so that the CAC can continue to provide call answering services. The Plan should detail the capacity and duration for which the generator will provide electrical power, as well as the maintenance plan/schedule to ensure that the generator is ready to operate efficiently whenever needed.
 - b) The Agencies require that the Contractor have a memorandum of understanding, support letter, contract or other form of documentation with an alternative CAC to provide emergency back-up services during any event that prevents the CAC from performing the services in the SOW. The Plan shall have the level of detail required so that the alternative CAC will have the ability to answer all calls with the same level of service. The Agencies may request to conduct a site visit at the alternative CAC and may require a test of the emergency back-up services required by the alternative CAC.
 - c) If approved by the Agencies, the Contractor may use existing emergency procedures and plans used for other operations and submit them for the Agencies approval. Emergency operating

procedures must be included in the Operations and Training Manual and incorporated into the Training Program.

Deliverable 4.6: Draft and Final Emergency Operating Procedures and Preparedness Plan

Deliverable 4.7: Provide documentation for Emergency CAC Backup Services

f. Generate and set-up monthly reporting templates for CAC statistics

- 1) Set up reports similar to Exhibit F, Sample Call Type Reports. All reports must be able to be customized and reflect hourly, daily, weekly, and monthly calculations. Reports are due to the Agencies no later than 12:00 p.m. on the 10th of each month. The following (subject to change) shall be included in the monthly reports:
 - a) Number of calls received per month broken down into type of incident;
 - b) Number of calls received, answered, and abandoned;
 - c) Number of calls transferred to each CHP center, or other parties, by County of origin;
 - d) Number of Test Calls from CHP or other emergency/law enforcement and call box maintenance technicians, which should be identified clearly as "Test Calls," and separate from calls generated by motorists;
 - e) Number of Test Calls generated by the CAC (Agencies not be charged for these calls)
 - f) Tilt Alarm calls, for when a call box indicates it has been tilted or knocked down, which should be identified separately on the report from calls generated by motorists. Tilt Alarm calls shall not include "Test Calls" for the purposes of testing the call box tilt alarm;
 - g) Call answer delay for each call type;
 - h) Average talk time and hold time;
 - i) Calls made using the translation service provider and for which languages;
 - j) CAC staffing or occupancy by time interval;
 - k) Include a narrative, which addresses unusual call activity, system issues, staffing issues, or other particulars that may be of interest;
 - l) Contractor shall make Automatic Call Distributor (ACD) data available to SBCTA and RCTC via txt file or; and
 - m) Contractor shall highlight/clearly note which Call Box call answering goals/targets were not achieved on a monthly basis. If a goal/target is not achieved a notation of this (highlighted as an example) must be very apparent for the Agencies review. review.
- 2) Reporting templates may be updated throughout the term of the Contract as needed or as requested by the Agencies. If this occurs, the template shall be approved by the Agencies prior to being implemented.

- 3) Contractor shall supply Agency staff at will access to the call records database. Agency staff shall have access to download all call records related to all SBCTA and RCTC calls, including all database documentation.

Deliverable 4.8: Draft and Final Report Templates and Reporting Schedule

2. Task 5 – CAC Set-up (Physical Site, Equipment and Software)

a. Install needed equipment for the hearing and speech impaired, and test TTY equipment

- 1) The Contractor shall install a minimum of two (2) operator terminals with a screen-based TTY or RTT messaging feature to handle TTY transmitted calls. In cases where the Call Box caller asks the operator to send a message to a friend and/or family member who uses a TTY, the Contractor must be able to communicate with the TTY caller directly from the CAC's computer terminals. The TTY messaging feature should be fully integrated with the custom screens, and shall be capable of accepting calls from the Agencies TTY call boxes.

b. Test screens/scripts

- 1) Install the Agencies' custom call answering screens, which were developed jointly with CHP to support Exhibit C, Call Handling Matrix. Contractor shall make changes to custom screens only following approval from the Agencies. When screen changes are approved, all documents and training materials shall be updated to reflect the changes.

Deliverable 5.0: TTY Installation

Deliverable 5.1: Test Scripts/Screens

3. Task 6 – Operations Preparation and Set-up

a. Provide, train, and test CAC staff

- 1) Contractor shall train and test qualify, competent CAC supervisors and operators. SBCTA Call Box staff will be notified and able to attend CAC Call Box training. Call Box staff can assist with CBO training by making calls and providing various real-life scenarios based on calls that have been received in the past. Training and testing will include Call Box and mobile 511 calls as well as answering "test" calls, and how to process Tilt Alarm notifications. Contractor shall notify the Agencies of the schedule of trainings (with sufficient notice to the Agencies), throughout the term of the Contract, which the Agencies may monitor and/or attend.

Deliverable 6.1: Identify staff and training/testing schedule**b. Establish translation services**

- 1) Contractor is required to have at least one Spanish-speaking operator on shift 24 hours a day. If a language is needed that is not spoken or understood by any of the trained call box operators on shift, a qualified translation service must be available immediately for when these types of calls are received. If the operator has a language barrier with the motorist and it is prolonging the call and keeping the motorist on the side of the freeway for an extended duration, the translation services should be used.
- 2) Translation services must be provided through a telephone number accessible 24 hours a day, 365 days a year. Contractor shall ensure proper documentation of usage, including date, time, language, and duration of each call and provide totals by minutes and amount, as a part of the monthly invoice and incorporated into the monthly reporting template.
- 3) Prior to operations commencing at the CAC, Contractor shall provide documentation (background, years of experience, references, list of clients, list of languages they are able to translate on a 24/7 basis, 365 days) as well as a letter describing the translation services they have available to meet these requirements.

Deliverable 6.2: Executed, Compliant Contract for Translation Services**4. Task 7 – CAC Test Operations**

- a. Verify that switching has gone into effect, redirecting Call Box calls to the new location.
- b. Verify that calls (including TTY calls) can be received, answered, transferred, closed; that screens work and flow properly; that information is properly relayed to CHP live or by remote as specified; that call information is properly stored in the database and properly retrieved into reporting software; that alerts and monitoring systems are working; that back-up power (generator) and other back-ups are working. This verification will be conducted by Agencies or their designee, utilizing a live call box.
- c. Begin monthly reporting as identified in Task 5.

Deliverable 7.0: CAC operations activated and live**Deliverable 7.1:** Begin monthly reporting**5. Task 8 – Monitor CAC Operations Post Start-Up**

- a. Provide trained staff and test additional staff.
- b. Monitor program operations and implement any necessary corrective actions.

- 1) In cooperation with the Agencies and CHP, Contractor shall monitor operational statistics, report and address operational problems as they occur, and implement any necessary corrective actions to address problems identified.
- 2) Contractor shall develop and distribute to all project partners a report detailing operational summary statistics (once operations have begun), implementation and operational issues encountered and actions taken to address them within the past month, and identifying critical issues needing attention in the future.
- 3) Within sixty (60) days of commencing operations, Contractor shall coordinate with the Agencies to conduct an emergency preparedness drill and present test results and corrective actions to the Agencies.

Deliverable 8.0: Trained staff on all shifts

Deliverable 8.1: Operational summary statistics

Deliverable 8.2: Initial emergency preparedness drill

6. Task 9 – Implement RMS

The Contractor will need to work with the various CHP offices to establish an internet connection to each of the CHP dispatch locations. The internet connection within the CHP building must remain separate from other CHP communications and cannot be a shared connection. Therefore, the contractor will need to work with the local service provider to ensure a reliable internet connection is established at each of the CHP centers. The communications/internet must be independent of CHP communications and coordinated with CHP Headquarters.

- a. Configure equipment for RMS.
 - 1) Install RMS hardware at locations identified by the Agencies and enable the connection.
 - 2) The RMS must be configured exactly as described in Task 1 and must display all incidents for the past 24 hours. And have the ability to search all past incidents based on date or call record.
- b. Develop, set, and train on system alerts.
 - 1) In all situations when the RMS is not opened by CHP within 10 (ten) minutes of time, the CAC shall implement some type of an alert or prompt that Call Box/mobile 511 operators are to be trained (and cannot ignore) to recognize and how to respond to these alerts or prompts when they occur. Generally, this will require that an CAC operator call to the appropriate CHP Comm Center.
- c. Develop RMS Summary Report.
 - 1) Contractor shall develop an RMS Summary Report which details operations of the RMS including functionality, and operational issues encountered. In addition, reporting on the number of occurrences where an RMS message was not opened by CHP within the 10 (ten) minute time frame. The report shall be approved by the Agencies and submitted on quarterly basis.
 - 2) Any RMS concern/problem shared with the CAC by any of the CHP Comm Center personnel shall be reported (send email to SBCTA Project Manager and

Key SBCTA Call Box staff immediately)..

Deliverable 9.0: Installation of RMSs at locations identified by the Agencies

Deliverable 9.1: Develop, set, and train on system alerts

Deliverable 9.2: RMS Summary Report

D. PHASE III: CAC OPERATIONS

The implementation schedule for Phase III is subject to the successful accomplishment of Contractor activities and service goals to prepare for post start-up operations. Upon the completion of Phase I and Phase II, the selected Contractor shall provide an updated implementation schedule.

There will be an on-going evaluation as part of the test and transition period when Call Box calls are being transferred from the existing CAC contractor. The CAC will only be permitted to increase the percentage of calls handled with the approval of the Agencies.

1. Task 10 – Continuing CAC Operations

a. Continue operations and staffing activities.

- 1) Contractor shall periodically revise and update operational and training documents on an as-needed basis in reaction to changes made in operational procedures. The Agencies shall be notified of any revisions to the manuals, which shall remain the property of the Agencies.
- 2) Monitor program operations and implement Operator Evaluation Plan including any necessary corrective actions.
- 3) Attend bi-monthly meetings every other month and as-needed.
 - a) Bi-monthly meetings every other month and as needed, which shall be attended by the Project Manager, Call Center Manager and Information Technology Manager with the Agencies and other interested parties, at a standard day and time. These meetings will encompass focused and informal discussions concerning scope, schedule, progress of services, relevant issues, cost issues, and future Project objectives.
 - b) As-needed meetings may occur to address immediate areas of concern or important changes and information relating to the Call Box or mobile 511 programs.
- 4) If and when required by the Agencies, Contractor shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the services.

- 5) Contractor shall always communicate (within 24 hours) with SBCTA Call Box personnel when CAC staff/operators have discussed an issue/concern with CHP personnel or plan a visit to any CHP facility on the behalf of the Riverside and/or the San Bernardino Call Box/mobile 511 programs. If the CAC has plans/is scheduled to visit any CHP facility, SBCTA Call Box staff must be notified by the CAC no later than 48 hours prior to the scheduled visit.

b. Bi-monthly system tests every other month.

- 1) Contractor shall test all operational and backup CAC systems to ensure proper functionality. Testing procedures, schedule and a summary report shall be prepared by the Contractor in cooperation with the Agencies. The summary report shall be submitted to the Agencies within three (3) days following each test.

c. Submit Monthly Statistics Reports.

- 1) Reports are due to the Agencies no later than 12:00 p.m. on the 10th of each month.

d. Archive Call Box and Mobile 511 Recordings.

- 1) Digital recordings of calls shall be kept on a flash drive or portable hard drive for a period of four (4) years. The Contractor shall contact the Agencies before any records, materials and recordings are disposed of, to give the Agencies the opportunity to archive the materials if they wish.

Deliverable 10.0: Continue CAC operations

Deliverable 10.1: Bi-monthly, every other month system schedule, tests, and summary

Deliverable 10.2: Ongoing monthly reports

Deliverable 10.3: Archive call box and mobile 511 recordings

e. Provide System Maintenance.

- 1) Each Spring (March – May), the Contractor will be responsible for conducting annual “Spring Cleaning” of equipment at RMS locations, in an attempt to avoid equipment failures. Spring Cleaning will include but not be limited to: checking, cleaning and dusting equipment; ensuring functionality of existing equipment; replacing minor hardware components each year, which may include but is not limited to, keyboards, mice, power strips, etc.; and replacing major hardware as needed or as agreed upon by the Agencies, which may include but is not limited to hard drives, monitors, etc.

- 2) Contractor shall provide a Spring Cleaning work plan/schedule and anticipated costs for annual Spring Cleaning in the Price Proposal.
- 3) Contractor shall provide an annual work plan and associated costs for Spring Cleaning to the Agencies for approval by the end of March each year. The proposed work plan provided to the Agencies each year shall not exceed the costs identified by Contractor in the Price Proposal.
- 4) Upon the Agencies' approval of the Spring Cleaning work plan each year, the Contractor shall contact the RMS locations and schedule visits.

Deliverable 10.4: Schedule and work plan for Spring Cleaning

f. Develop or provide Failure Notification Procedures.

- 1) Contractor shall develop or provide Failure Notification Procedures that will be followed in the event any portion of the CAC operations fail.
- 2) The procedures must be submitted to SBCTA for approval and shall be included in the Operations and Training Manual and the Training Program as appropriate.
- 3) Contractor must contact SBCTA within the timeframe set forth in the Failure Notification Procedures.

Deliverable 10.5: Draft and Final or Provide Failure Notification Procedures

g. Submit Staff Training/Staff Changes Report Quarterly

- 1) Contractor shall submit reports and schedules in a format approved by the Agencies, of staff training and staff changes occurring in the CAC on a quarterly basis.

Deliverable 10.6: Quarterly Staff Training and Changes Report

- h. Abide by all protocols and requirements for responding to inquiries about specific events by law enforcement, legal representatives, the courts, or the press, as set forth in the Operations and Training Manual. In addition, the CAC shall not share or post any component of the performance of this Contract, such as incidents or calls received at the CAC, on any internet or social media platforms, including but not limited to Instagram, Facebook, Snap Chat, Twitter or YouTube. To do so is a Contract violation. The selected CAC will be responsible for updating the Operations and Training Manual to include this information.
- 1) Include protocols for these situations in all future revisions of the Operations and Training Manual.

Deliverable 10.7 Quarterly reports regarding call audits performed by CAC Call Box Supervisors/Managers

j. Contractor to develop a CAC Call Box/mobile 511 review/assessment of a minimum number of calls taken by each designated Call Box/mobile 511 operator. Plan to be approved by the Agencies prior to implementation.

k. CAC Call Box Supervisors/Managers are to review a minimum number of calls taken by each CAC Call Box operator each quarter. The results of these reviews/evaluations are to be shared with the Agencies, as well as noting any concerns and how the CAC plans to address/resolve any problems/issues.

If Call Box Service is Discontinued/End of Contract Transition

Contractor shall discontinue all affected Services as directed in the Notice or as otherwise provided in the Contract and deliver to the Agencies all Equipment, Documents and Data in a format specified by SBCTA. All plans, specifications, studies, drawings, estimates, equipment, materials, phone numbers, data and databases, and other documents, records or works of authorship pursuant to this Contract, fixed in any tangible medium of expression, including but not limited to, physical drawings, spreadsheets, software, or data magnetically or otherwise recorded on electronic devices, prepared by or purchased on behalf of Contractor shall be submitted to the Agencies as directed. Contractor shall be responsible for finalizing any and all reports or documents identified in the SOW and shall include any and all outstanding issues. Contractor shall make available all communications/internet accounts the Agency so that another provider may assume the responsibility of the communications/internet line.

SUMMARY OF DELIVERABLES

PHASE I – DEVELOPMENT OF CALL BOX/MOBILE 511 SOFTWARE SCREENS AND TOOLS
Task 1 – Database Review and Development of Screens/Scripts and Tool
Deliverable 1.0: Deliver updated Database with Documentation
Deliverable 1.1: Draft Call Handling Screens/Scripts for Call Box Calls
Deliverable 1.2: Functioning Call Handling Screens/Scripts for Call Box Calls
Deliverable 1.3: Draft Call Handling Screens/Scripts for Mobile 511 Calls
Deliverable 1.4: Functioning Call Handling Screens/Scripts for Mobile 511 Calls
Deliverable 1.5: Draft Call Handling Screens/Scripts for TTY Call Box Calls
Deliverable 1.6: Functioning Call Handling Screens/Scripts for TTY Call Box Calls
Deliverable 1.7: Draft Call Handling Screens/Scripts for Satellite TTY Call Box Calls
Deliverable 1.8: Functioning Call Handling Screens/Scripts for Satellite TTY Call Box Calls
Deliverable 1.9: Draft Call Handling Screens/Scripts for Tilt Alarm Call Box Calls
Deliverable 1.10: Functioning Call Handling Screens/Scripts for Tilt Alarm Call Box Calls
Deliverable 1.11: Draft Screens for RMS
Deliverable 1.12: List of hardware to be installed at RMS locations
Deliverable 1.13: Functioning Screens for RMS
Deliverable 1.14: Functioning RMS audible alert
PHASE II - SET-UP AND IMPLEMENTATION OF CALL BOX/MOBILE 511 CALL BOX CAC
Task 2 – Test Plan/Testing
Deliverable 2.0: Draft Test Plan
Deliverable 2.1: Final Test Plan

Deliverable 2.2: Summary of Test Results
Task 3 - Schedule
Deliverable 3.0: Final Schedule
Deliverable 3.1: Weekly Written Updates
Deliverable 3.2: Meetings Scheduled
Task 4 – Planning and Design for CAC Location
Deliverable 4.0: Assign Key Personnel
Deliverable 4.1: Plan and Schedule for Transition of Service
Deliverable 4.3: Draft and Final Training Program
Deliverable 4.4: Draft and Final Evaluation Plan
Deliverable 4.5: Draft and Final Operations and Training Manual
Deliverable 4.6: Draft and Final Emergency Operating Procedures and Preparedness Plan
Deliverable 4.7: Provide documentation for Emergency CAC Backup Services
Deliverable 4.8: Draft and Final Report Templates and Reporting Schedule
Task 5 – CAC Set-up (Physical Site, Equipment and Software)
Deliverable 5.0: TTY Installation
Deliverable 5.1: Test Screens/Scripts
Task 6 – Operations Preparation and Set-up
Deliverable 6.0: Record calls for CAC training
Deliverable 6.1: Identify staff and training/testing schedule
Deliverable 6.2: Executed, Compliant Contract for Translation Services
Task 7 – CAC Test Operations
Deliverable 7.0: CAC operations activated and live
Deliverable 7.1: Begin monthly reporting

Task 8 – Monitor CAC Operations Post Start-Up
Deliverable 8.0: Trained staff on all shifts
Deliverable 8.1: Operational summary statistics
Deliverable 8.2: Initial emergency preparedness drill
Task 9 – Implement RMS
Deliverable 9.0: Installation of RMSs at locations identified by the Agencies
Deliverable 9.1: Develop, set, and train on system alerts
Deliverable 9.2: RMS Summary Report
PHASE III: CAC OPERATIONS
Task 10 – Continuing CAC Operations
Deliverable 10.0: Continue CAC operations
Deliverable 10.1: Bi-monthly, every other month system schedule, tests, and summary
Deliverable 10.2: Ongoing monthly reports
Deliverable 10.3: Archive call box and mobile 511 recordings
Deliverable 10.4: Schedule and work plan for Spring Cleaning
Deliverable 10.5: Draft and Final or Provide Failure Notification Procedures
Deliverable 10.6: Quarterly Staff Training and Changes Report
Deliverable 10.7: Quarterly reports regarding call audits performed by CAC Supervisors/Managers

Exhibit L: Minimum Requirements for CAC

At a minimum, the selected Contractor shall provide a CAC that meets the following technical requirements:

- All phone numbers used for this project shall remain the property of the Agencies;
- An ACD capable of prioritizing Call Box calls as first priority, giving recorded, Agency-approved announcements to calls on hold, and allowing for remote monitoring of calls if needed (the recording must be approved by SBCTA prior to implementation, as well as the length of the recording). The caller should not be required to listen to entire recording prior to operator answering the call;
- All Call Center operators shall be based in the continental United States and must be fluent in English.
- Digital Centrex, Private Branch Exchange (PBX), or T1 lines capable of handling at least six simultaneous incoming call box calls. These lines should be provisioned as “emergency” and “ground start” and also allow for multi-way and conference calling, automatic call back, caller identification, and speed dialing. Calls should be automatically routed to a prepared backup call center (i.e., having backup materials, maps, individual sheets organized regarding each call box, etc.; Agencies can help provide the backup materials) should the CAC or lines go down;
- Digital recordings of calls shall be kept on Flash Drive or a Portable Hard Drive for a period of four (4) years. These recordings need to be searchable either by date, call box/mobile 511 log number or call box number. All calls generated from the Agencies shall be accessible via the RMS as described in the SOW;
- **Three power fail telephone lines to ensure a link is maintained between the CAC and CHP in the event of a power failure or emergency;**
- Capability to report individual call statistics for each call received, including but not limited to, answer delay time, call duration, and call classification, copied to flash drives or portable hard drives for voice log archiving for each of the Agencies;
- Emergency power back-up system capable of supplying electricity to the entire CAC operation for a minimum of four (4) hours in the event of a power outage, including uninterruptible power supplies to supply electricity between the power failure and the backup system coming online;
- Contractor shall only make changes to the database as directed by the Agencies. All database updates required are incorporated into this SOW and Contract pricing. Database changes will primarily be provided by the call box maintenance operator or by the Agencies during a cellular upgrade, and these change requests shall be approved by Agencies;
- Access to technical support during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding major holidays) within 30 minutes, or one (1) hour outside of normal business hours. Technical support shall be able to troubleshoot and solve hardware, networking, database, and software issues effectively and in a timely manner, as approved by the Agencies;
- Contractor shall:
- 24-hour Spanish-speaking staff and translation services available.

- The Level of Services requirements that will be met by CAC to include the following:
 - 80% of all calls will be answered within 20 seconds
 - 98% of all calls will be answered within 90 seconds
 - 100% of all calls will be answered within two (2) minutes
 - Average answer time for all calls will be 15 (fifteen) seconds or less (this includes the “on-hold” recording time as well;
 - The average peak period calls will be answered in 20 (twenty) seconds or less (note peak periods are 10 a.m. to 7 p.m.).
 - Lost calls, which is an Abandoned Call (caller disconnects) that has been Auto Answered (call has exceeded 18 seconds) that has not been answered by an Operator will be limited to less than 2% of all calls.
 - No more than two (2) days in a month where 10% of calls take 90 seconds or more to answer.
 - Speed of Answer/Answer Time is defined as the time period the end user initiates a call and the operator answers the call. Ring time, hold time, pre-announcement time are all included.

During the Contract term, should service level requirements not be met by the Contractor, a written explanation for why the requirements were not met and how the Contractor will correct the issue(s) shall be provided to the Agencies at the same time that the monthly reports are submitted. Should service level requirements not be met more than once during a Fiscal year (July 1 – June 30), the Agencies may impose a 10% penalty on the invoice for each month in which service level requirements were not met, including a retroactive penalty on the first month that service level requirements were not met within the fiscal year. Should service level requirements not be met more than once during a Fiscal year (July 1 – June 30), or more than five (5) times during the term of the agreement, the agencies shall consider the action a violation of the Contract and may consider additional actions up to and including termination of the Contract.

Minute Action

AGENDA ITEM: 15

Date: July 5, 2023

Subject:

Metrolink Active Transportation Program Project Phase II Plans, Specifications and Estimates Certification and Request to Release Invitation for Bids

Recommendation:

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

Authorize the release of Invitation for Bids No. 23-1002919 for the construction of the Metrolink Active Transportation Project Phase II at various Metrolink Stations in San Bernardino County.

Background:

The Metrolink Active Transportation (ATP) Project Phase II (Project) will utilize a grant of Federal ATP funds to provide safe pedestrian/bicycle access, wayfinding signage, sidewalk improvements, high-visibility crosswalks, bicycle parking, and improvements to key corridors of the regional bicycle network to directly connect to Metrolink Stations in five cities within San Bernardino County.

On January 6, 2016, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved a Categorical Exemption under the California Environmental Quality Act (CEQA) for the Project.

On December 2, 2020, the Board approved award of Contract No. 20-1002388 to KOA Corporation for final design services.

In May 2022, the Executive Director approved award of Contract Task Order No. 1 under Contract No. 22-1002708, to WSP USA Inc. for Construction Management Services.

In December 2022, the Project received California Department of Transportation (Caltrans) Environmental Re-validation approval, and further received Right-of-Way certification approval in January 2023. Final design was completed in February 2023 and in March 2023 a funding allocation request was submitted to the California Transportation Commission (CTC) for \$6.1 million in ATP funds, which was approved at the May 2023 CTC meeting. Once the CTC has allocated the ATP funding, staff will submit a request for authorization to proceed.

On February 1, 2023 the Board approved separate Cooperative Agreements with each of the five cities to define project roles, responsibilities and funding, specifying SBCTA as the lead agency for project administration and funding.

The final Plans, Specifications and Estimates (PS&E) were approved by each of the five cities in February 2023. Per SBCTA Project Development and Program Management Signatory and Approval Authority Policy No. 34509, the Acting Director of Project Delivery has approved the project PS&E.

Staff is recommending that the Board authorize advertisement of the construction contract for the project through the release of Invitation for Bids (IFB) No. 23-1002919, subject to the issuance of the federal authorization to proceed with construction. A future agenda item for award of a construction contract will be brought to the Board for consideration toward the end of the calendar year.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 2

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget under Task No. 0860 Arterial Projects, Sub-Task No. 0810 Metrolink ATP Phase II.

Reviewed By:

This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 15, 2023. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft IFB.

Responsible Staff:

Juan Lizarde, Project Manager

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 16

Date: July 5, 2023

Subject:

Interstate 10 Corridor Contract 1 Landscape Design California Department of Transportation Cooperative Agreement No. 23-1003002

Recommendation:

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

Authorize the Executive Director, or his designee, to execute the Cooperative Agreement No. 23-1003002 upon approval as to form by SBCTA General Counsel, with the California Department of Transportation (Caltrans) for the Interstate 10 Contract 1 Landscape Design Project, to define roles, responsibilities, funding commitments, and Caltrans design oversight estimated at \$100,000.

Background:

The Interstate 10 (I-10) Corridor Project will be adding one to two express lanes from the Los Angeles/San Bernardino County Line to Ford Street in the City of Redlands and the corresponding Project Approval/Environmental Document (PA/ED) was approved in May 2017. The first ten 10 miles of the I-10 Corridor Project (Contract 1) are currently under construction as a Design-Build Project, implementing the express lanes from the San Bernardino County Line through the I-10/Interstate 15 (I-15) system interchange.

As identified in the approved PA/ED documents, this project will replace existing planting and irrigation systems removed during construction of the current Contract 1 improvements within the California Department of Transportation (Caltrans) Right-of-Way (ROW), along other highway ROW, or in adjacent public spaces within adjacent communities, in accordance with the Environmental Commitments Record (ECR). However, the drought challenges, Governor Gavin Newsom's Executive Order to reduce water usage statewide, and related changes in landscape policies over the past few years, have posed significant challenges to completing the final design and installation of the Contract 1 landscape improvements. These recent changes, including the San Bernardino County Transportation Authority (SBCTA) Measure I Major Projects Program, Landscape Policy No. 34502 revised by the SBCTA Board of Directors (Board) in December 2021, bring significant challenges for the Contract 1 contractor to modify and immediately implement under the current design and construction plans. Therefore, staff has developed a revised approach for Contract 1 landscape implementation.

This modified approach focuses on more effectively completing the revised design and construction contracts as separate, follow-on contracts to the Contract 1 Design-Build Project, to finalize the landscape design and construction improvements. This approach allows staff to modify the landscaping plans, in accordance with the SBCTA Measure I Major Projects Program, Landscape Policy No. 34502, and coordinate with Caltrans to obtain the approvals for landscape implementation following the Contract 1 express lanes construction work.

Contract No. 23-1002903 for the design phase was awarded to EXP U.S. Services, Inc. at the June 7, 2023 Board meeting.

Cooperative Agreement No. 23-1003002, with Caltrans, for the I-10 Corridor Contract 1 Landscape Design Project, defines roles, responsibilities, and funding commitments for the

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 2

design phase. Under Cooperative Agreement No. 23-1003002, SBCTA would be the implementing agency for the design phase with Caltrans providing design oversight. Since Contract 1 is a revenue generating project, this agreement is a payable agreement where SBCTA will reimburse Caltrans for oversight services related to the design phase, with Measure I funds, as programmed in the 10-Year Delivery Plan.

Financial Impact:

This item is consistent with Fiscal Year 2023/2024 Budget under Task No. 0820 Freeway Projects and Sub-Task No. 0823 I-10 Corridor Contract 1.

Reviewed By:

This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 15, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

Responsible Staff:

Juan Lizarde, Project Manager

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

San Bernardino County Transportation Authority

Contract Summary Sheet

16.a

General Contract Information

Contract No: 23-1003002 Amendment No.: _____
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 00450 Vendor Name: California Department of Transportation (Caltrans)

Description: I-10 Contract 1 Landscape Design Cooperative Agreement

List Any Related Contract Nos.: _____

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

Contract Authorization

Board of Directors Date: 07/05/2023 Board Item # 9741

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Funding Agreement N/A

Accounts Payable

Estimated Start Date: 07/05/2023 Expiration Date: 12/31/2039 Revised Expiration Date: _____

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

									Total Contract Funding:	Total Contingency:
									\$	\$
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name		100,000.00	-
GL	4110	40	0820	0823	52005	41100000	630	MSI Freeway Program	100,000.00	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-

Juan Lizarde

Tim Byrne

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: 23-1003002_CSS (9741 : I-10 Corridor Contract 1 Landscape Design - Caltrans Coop)

Project No. 0823000100

EA 0C255

08-SBD-010-0.0/10.0

SBCTA Contract No. 23-1003002

COOPERATIVE AGREEMENT COVER SHEET

Work Description

REPLACEMENT OF HIGHWAY PLANTING

Contact Information

CALTRANS

Raghuram Radhakrishnan, Project Manager

464 West 4th Street

San Bernardino, CA 92401

Office Phone: (909) 665-3555

Email: raghuram.radhakrishnan@dot.ca.gov

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Juan Lizarde, Project Manager

1170 West 3rd Street 2nd Floor

San Bernardino, CA 92410

Office Phone: (909) 884-8276

Email: jlizarde@gosbcta.com

Table of Contents

COOPERATIVE AGREEMENT	1
RECITALS	1
RESPONSIBILITIES	3
Sponsorship	3
Implementing Agency	3
Funding	4
CALTRANS' Quality Management	4
CEQA/NEPA Lead Agency	5
Environmental Permits, Approvals and Agreements	5
Plans, Specifications, and Estimate (PS&E)	6
Schedule	7
Additional Provisions	7
Standards	7
Noncompliant Work	8
Qualifications	8
Consultant Selection	8
Encroachment Permits	8
Protected Resources	8
Disclosures	9
Hazardous Materials	9
Claims	10
Accounting and Audits	11
Interruption of Work	12
Penalties, Judgements and Settlements	12
Environmental Compliance	12
GENERAL CONDITIONS	12
Venue	13
Exemptions	13
Indemnification	13
Non-parties	14
Ambiguity and Performance	14
Defaults	14

Project No. 0823000100

SBCTA Contract No. 23-1003002

Dispute Resolution.....	14
Prevailing Wage.....	15
SIGNATURES.....	16
FUNDING SUMMARY No. 01	1
FUNDING TABLE.....	1
SPENDING SUMMARY	1
Funding	1
Invoicing and Payment.....	2
Plans, Specifications, and Estimate (PS&E)	3

DRAFT

COOPERATIVE AGREEMENT(DRAFT)

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a public entity, referred to hereinafter as SBCTA.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *replacement of highway planting within roadway construction project on Interstate 10, from Los Angeles County Line to East of Interstate 15*, will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
 - SBCTA developed the PA&ED (Project Approval and Environmental Document) on May 15, 2017 (Cooperative Agreement No. 08-1374).
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SBCTA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.
- SBCTA is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.
- PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.
11. SBCTA will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are the IMPLEMENTING AGENCY of. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

14. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.

If a PARTY anticipates that funding for the WORK will be insufficient to complete the WORK, the PARTY will promptly notify the SPONSOR.

15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
19. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that SBCTA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
21. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

CEQA/NEPA Lead Agency

22. CALTRANS is the CEQA Lead Agency for the PROJECT.
23. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

24. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.
25. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
26. The PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS	
404, US Army Corps Of Engineers	
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board	

Plans, Specifications, and Estimate (PS&E)

27. As the PS&E IMPLEMENTING AGENCY, SBCTA is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
28. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.15.10.xx Quality Management – Reimbursed QMA Revenue Generating Project	Yes

29. This AGREEMENT does not include the RIGHT-OF-WAY PROJECT COMPONENT. Completion of PS&E may depend upon completion of some RIGHT-OF-WAY activities. PARTIES acknowledge that the WORK may not result in a product that can be used to advertise and award a contract for the CONSTRUCTION PROJECT COMPONENT without completing some activities under a separate agreement or by later amending this AGREEMENT.
30. SBCTA will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.
- SBCTA will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.
31. SBCTA will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.
32. CALTRANS will not issue the Acceptance of Final Plans, Specifications, and Estimate to SBCTA until the following conditions are met:

- Any new or amended Maintenance Agreement required for the WORK are executed.
- Any new or amended Freeway Agreement required for the WORK are executed.

Schedule

33. PARTIES will manage the WORK schedule to ensure the timely use of committed funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
34. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

Additional Provisions

Standards

35. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
 - CADD Users Manual
 - CALTRANS policies and directives
 - Plans Preparation Manual
 - Project Development Procedures Manual (PDPM)
 - Workplan Standards Guide
 - Standard Environmental Reference
 - Highway Design Manual
 - Right of Way Manual
 - Stewardship and Oversight Agreement

Noncompliant Work

36. CALTRANS retains the right to reject noncompliant WORK. SBCTA agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

37. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

38. SBCTA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

39. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. SBCTA, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit which specifically allows them to do so. CALTRANS will provide encroachment permits to SBCTA at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
40. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

41. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

42. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

43. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

44. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

45. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
46. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds committed in this AGREEMENT.

47. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SBCTA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds committed in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

48. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

SBCTA and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and SBCTA each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. SBCTA will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

49. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

50. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
51. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

52. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

53. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
54. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

55. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and SBCTA will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

56. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
57. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

58. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

59. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
60. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
61. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Environmental Compliance

62. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

GENERAL CONDITIONS

63. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

64. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

65. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

66. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCTA under this AGREEMENT. It is understood and agreed that SBCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
67. Neither SBCTA nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SBCTA and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

68. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
69. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

70. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

71. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

72. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

73. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of SBCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

74. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

75. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Catalino A. Pining III
District Director

Verification of funds and authority:

Corina Harriman
District Budget Manager

Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

(NOT FOR SIGNATURE AT THIS TIME)

Raymond Wolfe
Executive Director

Approved as to form:

Juanda Daniel
Assistant General Counsel

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u>			
Source	Party	Fund Type	PS&E
			Totals
LOCAL	SBCTA	Local	1,600,000
Totals			1,600,000

<u>SPENDING SUMMARY</u>			
Fund Type	PS&E		Totals
	CALTRANS	SBCTA	
Local	100,000	1,500,000	1,600,000
Totals	100,000	1,500,000	1,600,000

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

Invoicing and Payment

4. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCTA will pay invoices within five (5) calendar days of receipt of invoice.
5. If SBCTA has received EFT certification from CALTRANS then SBCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

6. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

Plans, Specifications, and Estimate (PS&E)

7. CALTRANS will invoice SBCTA for a \$25,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PS&E expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and SBCTA will reimburse for actual costs incurred and paid.

Minute Action

AGENDA ITEM: 17

Date: July 5, 2023

Subject:

Interstate 10 Corridor Freight and Express Lanes Project - Contract 2 Right-of-Way Incentive Program

Recommendation:

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

A. Authorize the Director of Project Delivery, or his designee, upon California Department of Transportation (Caltrans) approval, to implement the Right-of-Way (ROW) Acquisition Incentive Payment Program for 20% above Just Compensation, to expedite acquisition of necessary ROW rights for the Interstate 10 (I-10) Corridor Freight and Express Lanes Project - Contract 2, consistent with Federal Highway Administration (FHWA) and Caltrans guidelines and applicable SBCTA policies and procedures.

B. Authorize the Director of Project Delivery, or his designee, to implement the ROW Acquisition Incentive Payment Program for the standard 10% above Just Compensation, in the event that Caltrans does not approve the 20% incentive request to expedite acquisition of necessary ROW rights for the I-10 Corridor Freight and Express Lanes Project - Contract 2, consistent with FHWA and Caltrans guidelines and applicable SBCTA policies and procedures.

Background:

The Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2 (Project) is currently in the final design phase and it is anticipated that nine sliver fee property acquisitions and 65 temporary construction easements will be required to implement the Project based on the single express lanes design. Right-of-Way (ROW) appraisal and support services for the acquisition of these property rights were initiated in mid-June 2023.

In accordance with Federal and State laws and regulations, statutory offers for purchase of property rights will be made for an amount established as just compensation, which shall be determined through the appraisal process. Pursuant to these laws, San Bernardino County Transportation Authority (SBCTA) is required to offer property owners the full amount of the appraised value. In an effort to expedite agreements with property owners, staff requests approval of the proposed Project ROW Acquisition Incentive Payment Program (Payment Program) to acquire ROW rights necessary for the Project (Attachment A). SBCTA's Payment Program will be consistent with Federal Highway Administration (FHWA) and California Department of Transportation (Caltrans) adopted guidelines and SBCTA policies, as mentioned in the attached Caltrans memorandum (Attachment B).

Building upon Caltrans' and Orange County Transportation Authority's prior project successes with an incentive program, the SBCTA Board of Directors (Board), with Caltrans concurrence/approval, approved and adopted an incentive payment program in 2017 for the I-10 Corridor Freight and Express Lanes Project - Contract 1. Staff's request for approval of the proposed Payment Program is consistent with the program approved and adopted for the I-10 Corridor Freight and Express Lanes Project - Contract 1.

The Payment Program will provide an incentive to all property owners that execute an agreement within 60 days of the first written offer. The current Caltrans program authorizes a 10% incentive

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 2

payment above the appraised value, but staff has requested authorization from Caltrans to offer incentive payments up to 20% above the appraised value. The proposed Payment Program incentive will allow payment of a lump sum of 20% above the appraised value, with a minimum payment of \$1,000, and a maximum payment of \$100,000 for each acquisition. The Payment Program is intended to help maintain the Project's delivery schedule, reduce the possibility of impasses in negotiations with property owners, and reduce legal and administrative costs in trying to reach settlements. Recent studies by FHWA on the use of incentive payments on transportation projects demonstrate that incentive payments can be effective in decreasing the time to acquire needed ROW. Considering fluctuating cost trends for real estate and construction labor and materials, as well as legal expense and Project delay cost risks associated with eminent domain, it is in the interest of the public and SBCTA to use any method available to implement transportation projects quickly with as little reliance on eminent domain as possible.

The proposed Payment Program will be a key tool to allow staff to expedite the delivery of ROW. The anticipated cost of this Payment Program is estimated at approximately \$1,000,000 and is anticipated to be offset by a total savings estimated to exceed \$3,000,000. This net savings includes a combination of support costs required for consultant and staff time involved with settlement discussions, court appearances, depositions, review meetings, legal fees, and additional administrative costs. As a result, staff anticipates that this will not only provide significant benefits for the Project as a whole and help ensure delivery of the ROW on schedule, but also yield a net cost savings estimated at \$2,000,000.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and recommended for approval (15-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 15, 2023. SBCTA General Counsel has reviewed this item.

Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

Attachment A

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY INTERSTATE 10 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT CONTRACT 2 ACQUISITION – INCENTIVE PAYMENT PROGRAM

The San Bernardino County Transportation Authority (SBCTA) Acquisition – Incentive Payment Program (Payment Program) encourages the expeditious acquisition of needed real property and is consistent with the intent of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act). The Federal Highway Administration (FHWA), Office of Real Estate Services, has determined that the FHWA may participate in right-of-way acquisition incentive payments made under the FHWA-approved plan or program. Acquisition incentive payments are payments that are over and above the just compensation offer provided by the Uniform Act.

The authority for the FHWA to participate in incentive payments is found in 23 CFR 710.203(b)(2)(ii) which allows federal participation in relocation assistance and payments provided under the law of the State that may exceed the requirements of 49 CFR Part 24. The FHWA has the general authority to participate in the costs of construction that includes costs of right-of-way acquisition (See 23 U.S.C. §101(a)(3)). The use of incentive programs for right-of-way acquisition is analogous to the use of incentive / disincentive provisions for early completion in contracts for construction of federal aid projects (See 23 CFR 635.127(d)).

On June 12, 2014, the California Department of Transportation (Caltrans) adopted an Acquisition – Incentive Payment Program.

Based on the authority granted by the SBCTA Board of Directors and the concurrence of FHWA and Caltrans, SBCTA shall implement the I-10 Corridor Contract 2 Payment Program as follows:

Written offers to owners for the purchase of their property shall be based on the fair market value of the property (just compensation). The I-10 Corridor Contract 2 Payment Program payment (Payment) amounts will be based on the appraised value. The use of the Payment does not preclude the use of administrative and legal settlements, and each administrative and legal settlement will require independent support.

The procedures on the Payment shall incorporate the same level of safeguard against coercive negotiation practices as do standard SBCTA's Real Estate Policies and Procedures and Caltrans' Right-of-Way Procedures. Per federal regulation, SBCTA is required to allow at least 30 days for property owners to consider an offer prior to initiating the condemnation process (See 49 CFR 24.102(f) and Appendix A). Parcels acquired using acquisition incentive offers will be subject to the same quality control and quality assurance processes that are used for SBCTA's right-of-way activities.

The Payment will be offered for both permanent and temporary acquisitions.

For all offers, the Payment for a permanent or temporary acquisition will be based on a lump sum payment of 20 percent of the appraised value of all parcels under the same ownership with a minimum payment of \$1,000, and a maximum payment of \$100,000.

The Payment amount will be calculated on the final appraised value and will then be rounded separately from the final appraised value based on the rounding rules found in Section 7.02.11 of the Caltrans' Right-of-Way Manual.

The Payment is a standing offer for 60 days. The 60 days starts with the Initiation of Negotiations (ION) as day one. The 60 days includes weekends and holidays. For mailed offers, it starts on the date the offer was received by certified mail.

If the 60th day falls on a weekend or holiday and the SBCTA acquisition agent working with the grantor will not be available to conduct business with the grantor, the agent may end the incentive period on the first working day after the 60-day period is complete. Personal leave of the SBCTA acquisition agent working with the grantor will not be cause to extend the incentive period. An alternate SBCTA acquisition agent should be identified to address the issue.

The Payment offer will end at the execution of the right-of-way contract or at 5:00 p.m. on the 60th day if a right-of-way contract has not been signed by grantor. The 60 days will restart with a new offer based on an approved appraisal revision if one is deemed necessary by SBCTA. An appraisal revision may result in a change in the Payment amount.

The Payment is a standing offer for 60 days regardless of SBCTA initiating eminent domain proceedings. Additionally, this time period will be sufficient to allow the property owner the opportunity to obtain their own appraisal where SBCTA pays the reasonable cost of the appraisal up to \$5,000, as provided by California Code of Civil Procedure section 1263.025.

The following clause will be used in right-of-way contracts pertaining to the Payment Program for the I-10 Corridor Contract 2 Project (Project):

“In addition to the Fair Market Value, it is agreed by and between the parties hereto that the amount in clause XX above includes the sum of \$ _____ as an incentive to the grantor for the timely signing of this Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (DATE).”

The I-10 Corridor Contract 2 Payment Program will be applied to all parcels in the Project, including public agencies, regardless of type, size, appraisal, amount, or ownership.

I-10 Corridor Contract 2 Acquisition – Incentive Payment Program Examples:

Acquisition Type	Incentive Amount	Minimum Payment	Maximum Payment
Temporary or Permanent	20% of Appraisal	\$1,000	\$100,000

Example 1 (Minimum Payment)

Appraised Value	\$4,500
Calculated at 20%	\$900
Minimum Payment	\$1,000
Incentive Payment for Acquisition	\$1,000
Total Amount of Incentive Offer	\$5,500

Example 2 (20% Payment)

Appraised Value	\$50,000
Calculated at 20%	\$10,000
Incentive Payment for Acquisition	\$10,000
Total Amount of Incentive Offer	\$60,000

Example 3 (Maximum Payment)

Appraised Value	\$1,000,000
Calculated at 20%	\$ 200,000
Maximum Payment	\$ 100,000
Incentive Payment for Acquisition	\$ 100,000
Total Amount of Incentive Offer	\$1,100,000

Attachment B

State of California
DEPARTMENT OF TRANSPORTATION

California State Transportation Agency


M e m o r a n d u m

*Serious drought.
Help Save Water!*

To: DISTRICT DIRECTORS
DISTRICT REGION RIGHT OF WAY MANAGERS

Date: June 12, 2014

File: Acquisition

From: BRENT L. GREEN 
Chief
Division of Right of Way and Land Surveys

Subject: **ACQUISITION – INCENTIVE PAYMENT PROGRAM**

The Federal Highway Administration (FHWA), Office of Real Estate Services has determined that the FHWA may participate in right-of-way acquisition incentive payments made under an FHWA approved plan or program. Acquisition incentive payments (Payments) are payments that are over and above the just compensation offer provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act). Recent studies on the use of incentive payments on transportation projects demonstrate that they can be effective in decreasing the time needed to acquire and clear needed rights-of-way.

The authority for the FHWA to participate in incentive payments is found in 23 CFR 710.203(b)(2)(ii) which allows Federal participation in relocation assistance and payments provided under the law of the State that may exceed the requirements of 49 CFR Part 24. The FHWA has the general authority to participate in the costs of construction that includes costs of right-of-way acquisition (See 23 U.S.C. §101(a)(3)). The use of incentive payments for right-of-way acquisition is analogous to the use of incentive/disincentive provisions for early completion in contracts for construction of Federal aid projects (See 23 CFR 635.127(d)).

This policy is consistent with the intent of the Uniform Act in that it encourages the expeditious acquisition of real property. Language in the implementing regulation focuses on the assurance that property owners and displaced persons receive at least the level of benefits to which they are entitled.

Considering fluctuating costs and trends for real estate and construction labor and materials, as well as the negative public perception of the court expense and project delay costs associated with the application of eminent domain, it is clearly in the public interest to use any tool available to produce transportation projects quickly with as little reliance on condemnation as possible.

The California Department of Transportation (Caltrans) is authorized to make incentive payments under California Law. Although California statutes do not specifically address incentive payments, they do require that written offers to owners for the purchase of their property be based on the fair market value of the property (just compensation). Caltrans has long

*"Provide a safe, sustainable, integrated and efficient transportation system
to enhance California's economy and livability"*

DISTRICT DIRECTORS
DISTRICT REGION ROW MANAGERS
June 12, 2014
Page 2 of 4

applied administrative settlements (justified offers above appraised amounts) during negotiations which have as their foundation the appraised value. Similarly, Payment amounts will be based on the appraised value. In fact, the use of Payments does not preclude the use of administrative settlements and each administrative settlement will require independent support.

The procedures on Payments incorporate the same level of safeguard against coercive negotiation practices as do standard Caltrans Right of Way procedures. Per Federal regulation, Caltrans is required to allow at least thirty (30) days for property owners to consider an offer prior to initiating the condemnation process (See 49 CFR 24.102(f) and Appendix A). Projects and parcels acquired using acquisition incentive offers will be subject to the same quality control and quality assurance processes that are used for all Caltrans Right of Way activities.

The Division of Right of Way and Land Surveys is implementing an acquisition incentive program to encourage property owners to sign Right of Way (ROW) contracts within sixty (60) days of the Initiation of Negotiations (ION) or any offer based on an approved appraisal revision. Payments will be offered for both permanent and temporary acquisitions.

The Payment for a permanent or temporary acquisition will be based on a lump sum payment of 10% of the appraised value of all parcels under the same ownership with a minimum payment of \$1,000 and a maximum payment of \$100,000.

Acquisition Type	Incentive Amount	Minimum Payment	Maximum Payment
Temporary or Permanent	10% of Appraisal	\$1,000	\$100,000

The Payment amount will be calculated on the final appraised value and will then be rounded separately from the final appraised value based on the rounding rules found in Section 7.02.11 of the Right of Way Manual.

Example 1:

Appraised Value	\$	22,400.00
Calculated at 10%	\$	2,240.00
Rounded (R/ W Manual 7.02.11)	\$	2,250.00
Incentive Payment for Acquisition	\$	2,250.00

"Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability"

DISTRICT DIRECTORS
DISTRICT REGION ROW MANAGERS
June 12, 2014
Page 3 of 4

Example 2:

Appraised Value	\$	359,000
Calculated at 10%	\$	35,900
Rounded (R/ W Manual 7.02.11)	\$	35,900
Incentive Payment for Acquisition	\$	35,900

Example 3:

Appraised Value	\$	2,658,000
Calculated at 10%	\$	265,800
Maximum Incentive Payment = \$100,000.00	\$	100,000
Incentive Payment for Acquisition	\$	100,000

The Payment is a standing offer for sixty (60) days. The 60 days starts with the Initiation of Negotiations (ION) as day one (1). The 60 days includes weekends and holidays. For mailed offers it starts on the date the offer was received by certified mail.

If the 60th day falls on a weekend or holiday and the agent working with the grantor will not be available to conduct business with the grantor, the agent may end the incentive period on the first state working day after the 60 day period is complete. Personal leave of the agent working with the grantor will not be cause to extend the incentive period. An alternate agent should be identified to address the issue.

The Payment offer will end at the execution of the right of way contract or at 5:00 pm of the 60th day if a right of way contract has not been signed by the grantor. The 60 days will restart with a new offer based on an approved appraisal revision if one is deemed necessary by Caltrans. An appraisal revision may result in a change in the Payment amount.

The Payment is a standing offer for sixty days regardless of Caltrans initiating eminent domain proceedings. Additionally, this time period will be sufficient to allow the property owner the opportunity to obtain their own appraisal where Caltrans pays the reasonable cost of the appraisal up to \$5,000 as provided by California Code of Civil Procedure section 1263.025.

"Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability"

DISTRICT DIRECTORS
 DISTRICT REGION ROW MANAGERS
 June 12, 2014
 Page 4 of 4

The following clause will be used in Right of Way contracts when the Payment program is used on a project:

“In addition to the Fair Market Value, it is agreed by and between the parties hereto that the amount in clause ## above includes the sum of \$_____ as an incentive to the grantor for the timely signing of this Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (DATE).”

The Payment program may be used on any project that will benefit a district or region. If the Payment program is used on a project it must be applied to all parcels in the project regardless of type, size, appraisal amount, or ownership including public agencies.

The Payment program has the potential to add significant costs to Right of Way capital expenses. Project estimates (i.e., ROW data sheets and/or related documents) may need to be updated to reflect additional costs of Payments. It is advisable to consult with the District/Regional Right of Way Planning and Management Office and the Project Manager to ensure the project has funds available to participate in the Payment program. In order to track these Payments, attached is a sample Federal Participation Memo with the appropriate coding to be used.

While this is the initial Caltrans Payment program, other similar incentive programs may be developed that have different formulae for determining the amounts and/or situations (i.e. Relocation Assistance Program incentives). Such other incentive programs will be established via separate memoranda.

cc: Suzette M. Musetti, Chief, Office of Appraisals and Local Programs, ROW/LS
 Mark Turner, Chief, Office of Land Surveys, ROW/LS
 Michael J. Rodrigues, Chief, Office of Real Property Services, ROW/LS
 Rene Fletcher, Chief, Office of Project Delivery, ROW/LS
 Ben Martin, Chief, Office of Railroads & Utility, ROW/LS
 Lori Brownell, Chief, Office of Planning & Management, ROW/LS
 Paul Pham, Senior Right of Way Agent, ROW/LS
 Robert W. Dauffenbach, Senior Right of Way Agent, ROW/LS
 Mark Zgombic, Senior Right of Way Agent, ROW/LS
 Melani Millard, FHWA

“Provide a safe, sustainable, integrated and efficient transportation system to enhance California’s economy and livability”

Minute Action

AGENDA ITEM: 18

Date: July 5, 2023

Subject:

Interstate 215 University Parkway Interchange Project - Amendment No. 2 to Cooperative Agreement with the City of San Bernardino and Construction Cooperative Agreement with California Department of Transportation

Recommendation:

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

- A. Approve Amendment No. 2 to Cooperative Agreement No. 19-1002205, with the City of San Bernardino (City), subject to final approval at the July City Council meeting, for the Interstate 215 University Parkway Interchange Project (Project) to increase the total Project costs by \$5,375,694; consisting of an additional receivable amount from the City of \$849,360 and additional Measure I Valley Freeway Interchange Program funds of \$4,526,334.
- B. Approve Cooperative Agreement No. 23-1002899 with the California Department of Transportation to define roles and responsibilities during the Construction Phase of the Project with a payable amount of \$35,000 for State Furnished Materials.

Background:

The Interstate 215 (I-215) University Parkway Interchange Project (Project) proposes to improve traffic operations and reduce congestion at I-215 and University Parkway in the City of San Bernardino (City). The project would replace the existing tight diamond interchange configuration into a Diverging Diamond Interchange (DDI) configuration, which would address forecasted increases in traffic volume in the area. The Project is currently in the Final Design and Right-of-Way (ROW) Phases with the Ready to List (RTL) milestone planned for mid-2023. In June 2022, Amendment No. 1 to Cooperative Agreement No. 19-1002205 with the City was approved to reflect estimated cost adjustments to the ROW phase. At that time, San Bernardino County Transportation Authority (SBCTA) and City staff agreed to defer any changes to construction costs until the 100% plans were completed in order to assure the most accurate cost is reflected in the cooperative agreement. In December 2022, SBCTA's design consultant completed the draft 100% Plans, Specifications and Estimates (PS&E) package. In anticipation of advertisement of the project in fall of 2023, staff is recommending the SBCTA Board of Directors approve Amendment No. 2 to Cooperative Agreement No. 19-1002205, subject to final approval by City Council, to update the estimated construction costs. The estimate used in the original cooperative agreement was prepared in March 2021 using 65% level design plans. Through the progression of the Project's design to the 100% level plans, there have been cost updates, which are attributed to the further detail developed in the design, addition of features that were not in the 65% plans, and material unit price increases.

Approval of this amendment is needed in order for SBCTA to proceed with advertising the construction contract of the Project. The City will present this amendment to City Council for approval at their July 17, 2023 meeting. The current estimate used for the construction costs in this amendment uses reasonable contingencies and escalation; however, if costs at bid opening are higher than the estimate in the cooperative agreement, SBCTA and City staff will process another amendment. The Measure I Valley Freeway Interchange Program funds required to fund

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 2

the current cost estimate exceed the amount in the 10-Year Delivery Plan by \$3.9 million. In October 2022, the Board approved a bonding strategy for the Measure I Valley Freeway Interchange Program so that the interchanges under development could be planned for funding through construction. Cash flow borrowing between Measure I programs in the short term and/or increasing the bonding required will allow for this increase to be funded. Bonding is not anticipated until 2026 and will be further refined in development of the 2023 update to the 10-Year Delivery Plan later this year.

Approval of Construction Cooperative Agreement No. 23-1002899 with the California Department of Transportation (Caltrans) is also needed in order for SBCTA to proceed with advertisement of the construction contract of the Project. This agreement is a standard agreement between SBCTA and Caltrans to define the roles and responsibilities of each agency during construction. Under this agreement SBCTA will be the implementing agency responsible to advertise, award, and administer the contract while Caltrans will be providing no-cost oversight. As authorized by the Board on March 1, 2023, staff has adjusted the amount of Surface Transportation Block Grant Program (STP) funds allocated to the Project in preparation for the response to the Corrective Action issued by the Federal Highway Administration and the Federal Transit Administration concerning the programming of STP and Congestion Mitigation and Air Quality funds as compared to the 10-Year Delivery Plan. The increase is necessary to replace Highway Infrastructure Program (HIP) funds that are at risk of lapse if the Project construction is delayed. These funds will be used on the Interstate 15 Contract 1 project for no net change to the federal funds on either project. This agreement includes a payable component of \$35,000 for purchase of state furnished materials such as traffic controller modules. Staff is recommending approval of Construction Cooperative Agreement No. 23-1002899 for the construction phase of the project.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget under Task No. 0830, Sub-Task No. 0853 (I-215 University Parkway Interchange).

Reviewed By:

This item was reviewed and recommended for approval (13-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 15, 2023. SBCTA General Counsel and Risk Manager have reviewed this item, the draft amendment and the draft agreement.

Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

General Contract Information

Contract No: 19-1002205 Amendment No.: 2

Contract Class: Receivable Department: Project Delivery

Customer ID: SB CI Customer Name: City of San Bernardino

Description: I-215 University Parkway Interchange Cooperative Agreement for PA/ED, PS&E, ROW, and Construction

List Any Accounts Payable Related Contract Nos.: 15-1001217, 16-1001335, 16-1001359, 23-1002899

Dollar Amount							
Original Contract		\$	1,827,821.13	Original Contingency		\$	-
Prior Amendments		\$	396,437.00	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	849,360.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	3,073,618.13	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	3,073,618.13

Contract Authorization

Board of Directors Date: 07/05/2023 Board Item # 9739

Contract Management (Internal Purposes Only)

Local Funding Agreement N/A

Accounts Receivable

Total Contract Funding:		\$	3,073,618.13		Funding Agreement No:		19-1002205						
Beginning POP Date:		06/30/2018		Ending POP Date:		12/31/2039		Final Billing Date:		12/31/2039			
Expiration Date:		12/31/2039		Fund Admin:		Yes							
Parent Contract		19-1002205		PM Description		I-215 University Coop - City of San Bernardino							
Z-Related Contracts				16-1001561									
Sub-				Sub-									
Fund	Prog	Task	Task	Revenue	Total Contract Funding:		Fund	Prog	Task	Task	Revenue	Total Contract Funding:	
GL:	6010	40	0830	0853	42421010	3,073,618.13	GL:						-
GL:							GL:						-
GL:						-	GL:						-
GL:						-	GL:						-
GL:						-	GL:						-
GL:						-	GL:						-
GL:						-	GL:						-
GL:						-	GL:						-
GL:						-	GL:						-

Paul Melocoton

Project Manager (Print Name)

Timothy Byrne

Task Manager (Print Name)

Additional Notes: Original City DIF receivable amount was \$1,995,621 under Agreement No. 16-1001335. An amount of \$167,799.87 was spent under No. 16-1001335, leaving a starting balance of \$1,827,821.13 for this agreement.

Attachment: CSS 19-1002205-02 (9739 : I-215 University Pkwy IC - Amendment No. 2 to City Coop & Caltrans Construction Coop)

AMENDMENT NO. 2 TO COOPERATIVE AGREEMENT NO 19-1002205
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF SAN BERNARDINO
FOR
PROJECT REPORT AND ENVIRONMENTAL DOCUMENT (PA/ED),
PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), RIGHT-OF-WAY (ROW),
AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT UNIVERSITY
PARKWAY AND INTERSTATE 215 (I-215) IN THE CITY OF SAN BERNARDINO

I. PARTIES

- A. This Amendment No. 2 to Agreement 19-1002205 (AGREEMENT) is made by and between the San Bernardino County Transportation Authority (SBCTA) and the City of San Bernardino (CITY). SBCTA and CITY are each a "Party" and collectively the "Parties" herein.

II. RECITALS

- A. In November 2015, Parties entered into Cooperative Agreement No. 16-1001335 to to define the roles and responsibilities and funding for improvements for the PA/ED, PS&E, and ROW phases for the interchange at University Parkway and I-215 in the limits of the City of San Bernardino (PROJECT); and
- B. Cooperative Agreement No. 16-1001335 terminated on June 29, 2018; and
- C. The Parties entered into AGREEMENT in July 2019 which assumed the terms and conditions of Cooperative Agreement No. 16-1001335 and had an effective date of June 30, 2018; and
- D. In June 2022, Parties amended AGREEMENT to reflect estimated cost increases in the ROW phase for PROJECT; and
- E. PARTIES agreed to defer estimated cost adjustments for the Construction phase until completion of the 100% plans and specifications; and
- F. PARTIES completed the draft 100% plans and specifications in November 2022; and
- G. The estimated total cost of PROJECT has increased by \$5,375,694 from estimated total of \$17,837,016 to \$23,212,710; and
- H. Parties desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase of PROJECT.

NOW, THEREFORE, the Parties agree to amend the AGREEMENT as follows:

1. Replace Attachment A.1 in its entirety with Attachment A.2 attached to this Amendment No. 2.
2. Except as amended by this Amendment No. 2, all other provisions of the AGREEMENT and amendments thereto shall remain in full force and effect and are incorporated herein by this reference.
3. Amendment No. 2 is deemed to be included and made part of the AGREEMENT.
4. The Recitals set forth above are incorporated herein by this reference.
5. Amendment No. 2 is effective upon execution by SBCTA.

IN WITNESS WHEREOF, Parties have duly executed Amendment No. 2 to Agreement 19-1002205 below:

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF SAN BERNARDINO

By: _____
Dawn M. Rowe
President, Board of Directors

By: _____
Robert D. Field
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Juanda L. Daniel
Assistant General Counsel

By: _____
Sonia R. Carvalho
City Attorney

Amendment No. 2 to Agreement 19-1002205

Attachment A.2**Project Scope:**

Improve traffic operations at the I-215 University Parkway Interchange by improving freeway access to I-215 and improving local traffic flow on University Parkway by reconstructing existing interchange configuration into a Diverging Diamond Interchange (DDI).

Project Cost Estimate and Funding Shares

After application of buy-down funds, Project costs will be split according to the SBCTA Nexus Study with the Public Share at 84.2% and the Development/Local Share at 15.8%

	Estimated Costs	Buy-Down	Public Share	Development/Local Share
Project Approval and Environmental Document (PA/ED)	\$1,062,176	\$939,716	\$103,111	\$19,349
Design (PS&E)	\$1,203,856	\$1,103,855	\$84,201	\$15,800
Right of Way (ROW)	\$2,821,400	\$612,000	\$1,860,315	\$349,085
Construction	\$17,555,278	\$3,079,429	\$12,188,665	\$2,287,184
SBCTA Oversight	\$570,000	\$0	\$0	\$570,000
TOTAL	\$23,212,710	\$5,735,000	\$14,236,292	\$3,241,418

Project No. 0800000083

EA 0E420

08-SBD-215-11.35/11.95

SBCTA Contract No. 23-1002899

COOPERATIVE AGREEMENT COVER SHEET

Work Description

RECONFIGURE EXISTING INTERCHANGES AND RAMPS AT INTERSTATE 215 AND UNIVERSITY PARKWAY IN THE CITY OF SAN BERNARDINO

Contact Information

CALTRANS

Emad Makar, Project Manager

464 4th Street

San Bernardino, CA 92401

Office Phone: (909) 383-4978

Email: emad.makar@dot.ca.gov

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Paul Melocoton, Project Manager

1170 West 3rd Street, Floor 2

San Bernardino, CA 92401

Office Phone: (909) 884-8276

Email: pmelocoton@gosbcta.com

Table of Contents

COOPERATIVE AGREEMENT (draft).....	1
RECITALS	1
RESPONSIBILITIES	3
Sponsorship	3
Implementing Agency	3
Funding	4
CALTRANS' Quality Management	5
CEQA/NEPA Lead Agency	5
Environmental Permits, Approvals and Agreements	5
CONSTRUCTION.....	6
Schedule	10
Additional Provisions.....	10
Standards	10
Noncompliant Work.....	10
Qualifications	11
Consultant Selection.....	11
Encroachment Permits.....	11
Protected Resources	11
Disclosures	11
Hazardous Materials.....	12
Claims.....	13
Accounting and Audits.....	14
Interruption of Work	15
Penalties, Judgements and Settlements	15
Environmental Compliance	15
GENERAL CONDITIONS	15
Venue	15
Exemptions.....	15
Indemnification	16
Non-parties.....	16
Ambiguity and Performance	16
Defaults	17
Dispute Resolution.....	17

Prevailing Wage	18
SIGNATURES.....	19
FUNDING SUMMARY No. 01	1
FUNDING TABLE.....	1
SPENDING SUMMARY	2
Funding	1
Invoicing and Payment.....	2
CONSTRUCTION Support	2
CONSTRUCTION Capital	2

DRAFT

COOPERATIVE AGREEMENT (DRAFT)

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a public entity, referred to hereinafter as SBCTA.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *reconfigure existing interchanges and ramps at Interstate 215 and University Parkway in the City of San Bernardino* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
 - CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
 - SBCTA approved the Categorical Exemption on July 22, 2020 (Cooperative Agreement No. 1616).
 - SBCTA approved the Categorical Exclusion on July 22, 2020 (Cooperative Agreement No. 1616).
 - SBCTA completed the R/W Certification on July 22, 2020 (Cooperative Agreement No. 1616).
 - SBCTA completed the Plans, Specifications and Estimate on July 22, 2020 (Cooperative Agreement No. 1616).
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SBCTA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- SBCTA is the CONSTRUCTION IMPLEMENTING AGENCY.

CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

11. SBCTA will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are the IMPLEMENTING AGENCY of. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

14. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Federally ineligible work shall not be paid with federal or local-federal fund types, or the portion of non-federal fund types used to match the federal funds. PARTIES shall ensure any fund type used for federally ineligible work will not exceed the proportional share of fund types within PROJECT COMPONENT.
17. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
18. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

19. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
20. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that SBCTA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

21. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
22. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

CEQA/NEPA Lead Agency

23. CALTRANS is the CEQA Lead Agency for the PROJECT.
24. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

25. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.
26. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

27. The PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
1602 California Department of Fish and Wildlife

CONSTRUCTION

28. As the CONSTRUCTION IMPLEMENTING AGENCY, SBCTA is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
29. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.20.10.xx Quality Management	No

30. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
31. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.
32. SBCTA will include a Disadvantaged Business Enterprise (DBE) utilization goal in the PROJECT construction contract(s) in accordance with the Local Assistance Procedures Manual. SBCTA will award the construction contract to the lowest responsive bidder who makes a Good Faith Effort to meet the DBE goal.

33. CALTRANS will not issue an encroachment permit to SBCTA for construction work until the following conditions are met:
- CALTRANS accepts the final plans, specifications, and estimate
 - CALTRANS accepts the Right-of-Way Certification
 - Any new or amended maintenance agreements required for the WORK are executed.
 - Any new or amended Freeway Agreement required for the WORK are executed.
34. SBCTA will require the construction contractor to furnish payment and performance bonds naming SBCTA as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.
35. SBCTA will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, SBCTA also accepts responsibility to administer the construction contract.
36. CALTRANS will not issue an encroachment permit to SBCTA's construction contractor until CALTRANS accepts:
- The payment and performance bonds
 - The CONSTRUCTION Quality Management Plan
37. The CONSTRUCTION Quality Management Plan (QMP) will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and Source Inspection QMP (SIQMP) are subject to review and approval by the State Materials Engineer.
38. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations SBCTA, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.
39. SBCTA will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.

40. CALTRANS will review and concur with:
- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
 - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
41. SBCTA will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. In addition, all public works claims of \$375,000 or less shall be resolved in accordance with Public Contract Code Section 20104, et seq. and other applicable laws.
42. SBCTA is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. SBCTA is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.
43. SBCTA will submit a written request to CALTRANS for any Department Furnished Material (DFM) identified in the PROJECT plans, specifications, and estimate a minimum of forty-five (45) working days prior to the construction start of work. SBCTA will submit a written request to CALTRANS for any additional DFM deemed necessary during the PROJECT construction.

CALTRANS will make the DFM available at a CALTRANS-designated location.

44. As the CONSTRUCTION IMPLEMENTING AGENCY, SBCTA is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:

- Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.
- CALTRANS approves a request from SBCTA for relief from maintenance of the PROJECT or a portion thereof.

45. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

46. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, SBCTA will furnish CALTRANS with a complete set of “As-Built” plans and Change Orders, including any changes authorized by CALTRANS, using an approved transfer mechanism, such as a CD ROM, flash drive, Filr. The submitted digital files must be completed in accordance with Caltrans specifications, policies, and manuals, including requirements in Sections 2 and 3, of Chapter 17 in the Project Development Procedures Manual, then current CADD User’s Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer’s name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer’s signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 8.0. When applicable, the digital submittal must also include high accuracy locating and underground facilities data. In addition, SBCTA will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and records of surveys prepared to satisfy the requirements of the California Professional Land Surveyors Act (Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

47. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
48. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written monthly progress reports during the completion of the WORK.

Additional Provisions**Standards**

49. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
- CADD Users Manual
 - CALTRANS policies and directives
 - Plans Preparation Manual
 - Project Development Procedures Manual (PDPM)
 - Workplan Standards Guide
 - Construction Manual
 - Construction Manual Supplement for Local Agency Resident Engineers
 - Local Agency Structure Representative Guidelines

Noncompliant Work

50. CALTRANS retains the right to reject noncompliant WORK. SBCTA agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

51. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

52. SBCTA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

53. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. SBCTA, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to SBCTA, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
54. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

55. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

56. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

57. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

58. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

59. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
60. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.
- CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.
61. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SBCTA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

62. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

SBCTA and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and SBCTA each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. SBCTA will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

63. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

64. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
65. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
66. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

67. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
68. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

69. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and SBCTA will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

70. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
71. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

72. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

73. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
74. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
75. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Environmental Compliance

76. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

GENERAL CONDITIONS

77. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

78. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

79. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

80. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCTA under this AGREEMENT. It is understood and agreed that SBCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
81. Neither SBCTA nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SBCTA and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

82. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
83. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

84. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

85. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

86. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

87. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of SBCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

88. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

89. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Catalino Pining III
District Director

Verification of funds and authority:

Corina Harriman
District Budget Manager

Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

(not for signature at this time)

Dawn M. Rowe
President, Board of Directors

Approved as to form:

Juanda Daniel
Assistant General Counsel

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u> v. 2					
<u>IMPLEMENTING AGENCY</u> →			<u>SBCTA</u>		Totals
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	
LOCAL-FEDERAL ¹	SBCTA	RSTP	0	3,079,429	3,079,429
LOCAL	SBCTA	Local	2,230,780	12,245,069	14,475,849
Totals			2,230,780	15,324,498	17,555,278

¹ Fund source is lump sum contribution and is not subject to proportional share decreases

v 22

<u>SPENDING SUMMARY</u>					
Fund Type	CONST. SUPPORT		CONST. CAPITAL		Totals
	CALTRANS	<u>SBCTA</u>	<u>SBCTA</u>	DFM CALTRANS	
RSTP	0	0	3,079,429	0	3,079,429
Local	0	2,230,780	12,210,069	35,000	14,475,849
Totals	0	2,230,780	15,289,498	35,000	17,555,278

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until January 1, 2023, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

Invoicing and Payment

5. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCTA will pay invoices within five (5) calendar days of receipt of invoice.
6. If SBCTA has received EFT certification from CALTRANS then SBCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
7. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

CONSTRUCTION Support

8. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

CONSTRUCTION Capital

9. No invoicing or reimbursement will occur for the CONSTRUCTION CAPITAL PROJECT COMPONENT.

Department Furnished Materials (DFM)

CALTRANS will invoice SBCTA the estimated cost of Department Furnished Materials (DFM) as shown in the Funding Summary of this AGREEMENT. SBCTA will reimburse CALTRANS the invoiced amount at least forty-five (45) working days prior to the commencement of CONSTRUCTION expenditures. Based on the final accounting, CALTRANS will invoice or refund SBCTA as necessary to satisfy the financial commitments associated with DFM in this AGREEMENT.

Minute Action

AGENDA ITEM: 19

Date: July 5, 2023

Subject:

Interstate 215 University Parkway Interchange Project Construction - Release of Invitation for Bids No. 23-1002955

Recommendation:

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

Authorize the Executive Director, or his designee, to release Invitation for Bids No. 23-1002955 for construction of the Interstate 215 University Parkway Interchange Project, subject to certification of Right-of-Way; approval of the Plans, Specifications, and Estimates package; receipt of authorization to proceed with construction from the California Department of Transportation; and approval as to form by SBCTA General Counsel or her designee.

Background:

The Interstate 215 (I-215) University Parkway Interchange Project (Project) will address congestion and improve traffic operations and freeway access at the University Parkway and I-215 interchange in the City of San Bernardino (City). The Project proposes to replace the existing tight diamond interchange configuration with a Diverging Diamond Interchange configuration.

In September 2019, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the final design services Contract No. 20-1002271 for the Project. The work to prepare and complete the final design package began shortly after.

On February 15, 2023, the draft 100% Plans, Specifications, and Estimates (PS&E) was completed by the designer and is currently in final review by the California Department of Transportation (Caltrans) before it can be circulated for signatures. In order to achieve Right-of-Way (ROW) Certification, rights from five properties are required. Currently, rights for four out of the five properties have been acquired and negotiations are ongoing with the fifth property to obtain the rights needed to construct and operate the Project. Staff and SBCTA's outside legal counsel are diligently working on a resolution. Concurrent with negotiations regarding the last property, SBCTA is also in the eminent domain process and estimates that an order of possession would be issued in September 2023. Once all necessary property rights are obtained, the ROW can be certified and that certification, along with a finalized PS&E, will allow staff to request Caltrans authorization (E-76) to proceed with construction. Staff is requesting that the Board delegate authority to the Executive Director, or his designee, to release Invitation for Bids (IFB) No. 23-1002955 contingent upon approval of the final PS&E package, either conclusion of successful negotiations with the final property owner or obtaining an order of possession through the eminent domain process, and receipt of the E-76 from Caltrans.

This request for authorization runs in parallel with another agenda item under consideration this month requesting that the Board approve an amendment to Cooperative Agreement No. 19-1002205 with the City and Cooperative Agreement No. 23-1002899 with Caltrans for the construction phase of the project. Both of these agreements are also necessary to proceed with

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 2

the advertisement of the construction contract for the Project. Construction on the Project is estimated to start in late 2023.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget under Task No. 0830, Sub-Task No. 0853 (I-215 University Parkway Interchange).

Reviewed By:

This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 15, 2023. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft IFB.

Responsible Staff:

Kristi Harris, Construction Manager

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 20

Date: July 5, 2023

Subject:

California Department of Transportation Interstate 15 Pavement Rehabilitation Project

Recommendation:

Receive a presentation from California Department of Transportation, District 8, for project information related to the Interstate 15 Pavement Rehabilitation Project.

Background:

In late 2021, the California Department of Transportation (Caltrans), District 8, began construction on the Interstate 15 Pavement Rehabilitation Project (Project) from Oak Hill Road in the City of Hesperia, to Bear Valley Road in the City of Victorville, a length of approximately nine miles.

The Project involves replacement of the existing asphalt concrete pavement, with concrete pavement in the southbound and northbound lanes.

In September 2021, Caltrans awarded the construction contract in the amount of \$133,912,000 to Sully-Miller Contracting Company. The duration of the Project construction will be approximately three years and is anticipated to be completed by spring 2025.

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was received by the Mountain Desert Policy Committee on June 16, 2023.

Responsible Staff:

Kristi Harris, Construction Manager

Approved
Board of Directors
Date: July 5, 2023
Witnessed By:

Entity: San Bernardino County Transportation Authority

Interstate 15 Pavement Rehabilitation From Oak Hill to Victorville



Fact Sheet

PROJECT DESCRIPTION

The project will rehabilitate and repave 59 lane miles and ramps and upgrade drainage systems on Interstate 15 (I-15) in San Bernardino County. The project spans from Oak Hill Road in Hesperia to just south of Bear Valley Road in Victorville.



PROJECT NEED

The purpose of this project is to improve the safety performance and smoother roadway on Interstate 15 from Oak Hill Road to just south of Bear Valley Road in Victorville. Drainage systems will be upgraded for better water flow. All work is anticipated to be complete by Spring 2025, weather dependent. Caltrans, District 8 is advising the traveling public to anticipate potential lane and ramp closures for the duration of the project.

TRAFFIC IMPACT

There will be lane and ramp closures, northbound and southbound, throughout the construction zone for the duration of the project. Connector closures may occur at the I-15 to US 395. Depending on the scope of work these lane and ramp closures will change accordingly with the possibility of reducing lanes to one available in each direction. Delays throughout the project area are anticipated.

PROJECT SCHEDULE

Construction hours will vary depending on direction. Going southbound, the hours will be 6 p.m. to 6 a.m., and northbound will be 9 p.m. to 9 a.m., Monday through Saturday (morning). Starting in April 2023 daytime work may be required behind k-rail. Understand that schedules can change due to inclement weather. All work is anticipated to be complete by Spring of 2025.

Project Contact

Kimberly Cherry
Public Information Officer
(909) 383-6290
Kimberly.Cherry@dot.ca.gov

Emily Leinen
Public Information Officer
(909) 383-1910
Emily.Leinen@dot.ca.gov



Interstate 15 Pavement Rehabilitation Hesperia to Victorville



Frequently Asked Questions

Why is this project needed?

The purpose of this project is to improve the safety performance and smoother roadway on Interstate 15 from Oak Hill Road to just south of Bear Valley Road in Victorville. Drainage systems will be upgraded for better water flow.

How much is this costing? How long will it last?

The project is approximately \$122 million and is anticipated to be complete in Spring of 2025.

When will work occur?

Construction hours will vary depending on direction. Going southbound, the hours will be 6 p.m. to 6 a.m., and northbound will be 9 p.m. to 9 a.m., Monday through Saturday. Starting in April 2023, daytime work may be required behind k-rail to perform electrical, saw cutting, and various work operations in the project zone.

How is traffic being controlled?

Lane and ramp closures in both directions during construction hours, possibly reduced to one lane. Potential 15/395 connector closures.

Do I have access of the road during closures?

Yes, but at times the lanes may be reduced to one lane in each direction.

What happens during an emergency? If you are having a life-threatening emergency, call 911. An emergency responder plan is in place and continuously updated. Depending on the emergency, emergency personnel are given access to the needed area.

How can I receive project information?

You can find project information on our Twitter and Facebook feeds. We update our social media accordingly.

You can contact the Public Information Officer: Kimberly Cherry (909) 383-6290 or Emily Leinen (909) 383-1910



Caltrans
District 8

Mountain
Desert Policy
Committee

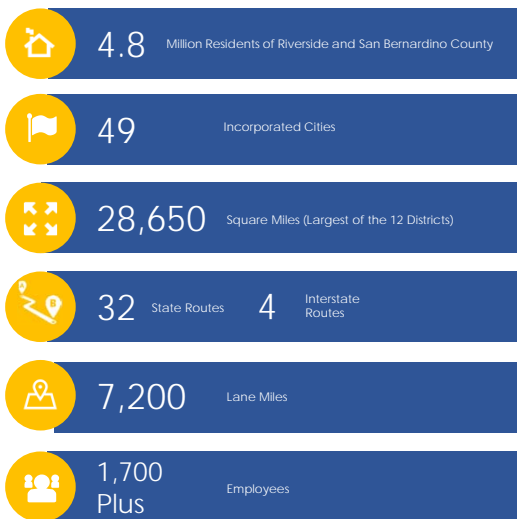
June 16,
2023

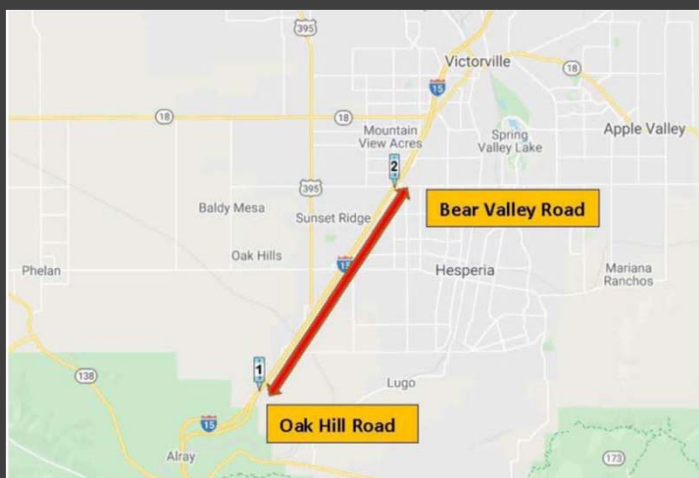
By Carolina
Rojas

Carolina.rojas@dot.ca.gov



Caltrans District 8





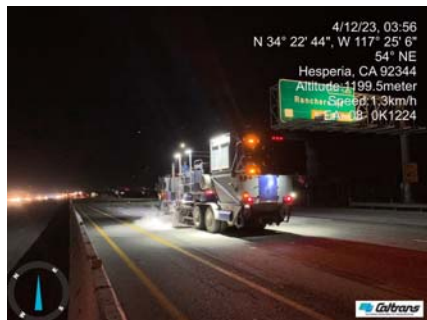
Timeline
Fall 2021 – Summer 2025

Purpose
To improve the safety performance and make a smoother roadway in a high-traffic corridor.



- Crews are currently performing drainage, striping, electrical and pothole repairs.
- Night work is ongoing both north-bound and south-bound to allow for operations. Daytime operations are beginning this month, behind k-rail.
- Starting in May, south-bound traffic will be shifted into the new paved median near Rancho Rd.
- Intermittent ramps and I-15/US 395 connector closures may occur to perform work

Striping Operations



NB Striping



NB Lane Configuration

Upcoming Projects

I-15 Cajon Weight Station Improvements

I-15 Joshua St. Bridge Preventative Maintenance

I-15 Victorville Drainage Channel Maintenance

I-15 Hesperia/Victorville Guardrail Upgrades

To Receive Updates

Subscribe to our newsletter!

Stay current on all Caltrans District 8 news and events by visiting us on social media and our website:



State of California • Department of Transportation
Commuter Alert
 Date: April 7, 2023
 Alert #: 23-102
 District: 8 (San Bernardino, Riverside)
 Project ID: I-15-06-0122
 Content: I-15 SB 1
 Phone: (951) 383-6290 / (951) 665-3050
 FOR IMMEDIATE RELEASE

I-15 Pavement Rehabilitation from Hesperia to Victorville
 April 10-15, 2023

SAN BERNARDINO – The California Department of Transportation (Caltrans) continues work to rehabilitate 50 miles of new, broken, and damaged highway on Interstate 15 (I-15) in San Bernardino County. The project spans from Oak Hill Road in Hesperia to just south of Bear Valley Road in Victorville. Crews continue excavation and paving operations north and southbound.

In the event of significant rain – NB and SB lanes #7 and #8 will close due to potential flooding.

Weekend Closure Schedule: I-15 SB lanes #7 and #8 will close due to potential flooding.

Northbound: I-15 from Oak Hill Rd to Bear Valley Rd, 7:00 pm to 9:00 a.m.

- All on/off ramps are subject to intermittent closures for crew safety and related work.
- All on/off ramps are subject to intermittent closures for crew safety and related work.
- All on/off ramps are subject to intermittent closures for crew safety and related work.
- All on/off ramps are subject to intermittent closures for crew safety and related work.

Southbound: I-15 from Bear Valley Rd to Oak Hill Rd, 7:00 pm to 9:00 a.m.

- All on/off ramps are subject to intermittent closures for crew safety and related work.
- All on/off ramps are subject to intermittent closures for crew safety and related work.
- All on/off ramps are subject to intermittent closures for crew safety and related work.
- All on/off ramps are subject to intermittent closures for crew safety and related work.

Low reconfiguration in place: Lanes 1 and 2, NB, still closed toward the heavy construction area. Traffic will be shifted into the parallel median lane. All NB traffic will be shifted into the parallel median lane. All NB traffic will be shifted into the parallel median lane. All NB traffic will be shifted into the parallel median lane.

POSSIBLE CONNECTION CLOSURES AT THE NB/15-10 TO NB/15-10 CONNECTION:

Big rigs, trucks and trailers, or large loads SHOULD NOT use lanes 1 & 2. Do not block trucks exiting and exiting from center median. To avoid delays, use SB-10 to SB-12 at Phoenix Light to 1000 a.m. or later. Use caution and reduce your speed when approaching and driving through the construction area.

The project is expected to be complete in early 2025.

Follow us for the latest information on [Twitter](#) and [YouTube](#). You can plan your commute and view live traffic conditions using [Google Maps](#) and [Google Maps](#).

For those with sensory disabilities requiring alternate formats (i.e., Braille, large print, sign language interpreter, etc.) and those needing information in a language other than English, please contact Public Affairs at 951-383-4031 or TTY 711.



@Caltrans8

@Caltrans8



Caltrans8.info

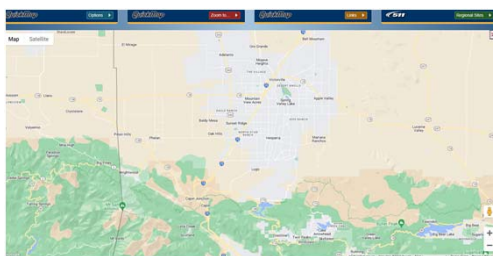
Public Information Officer

Kimberly Cherry

909-383-6290

Kimberly.cherry@dot.ca.gov

Caltrans District 8 – Stay Connected



For live traffic information please download our Quickmap app or visit Quickmap.dot.ca.gov:



Visit Rebuildingca.ca.gov for Current SB 1 Information

Caltrans District 8 looks forward to working with you to provide a safe and reliable transportation network for the residents of San Bernardino and Riverside Counties.

Minute Action

AGENDA ITEM: 21

Date: July 5, 2023

Subject:

Amend On-Call Planning Bench Contracts

Recommendation:

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

A. Approve a total not-to-exceed amount of \$920,000 for On-Call Planning Bench contracts, identified in Recommendations C through H, to be funded through June 30, 2027, based on specific on-call need in relation to the United States Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG), increasing the total combined allocation to these contracts to ~~\$6,540,390~~ **\$6,460,390**.

B. Approve extending the On-Call Planning Bench contracts beyond a five-year term through June 30, 2027.

C. Approve Amendment No. 3 to Contract No. 19-1002103 with Alta Planning + Design, Inc., to extend the termination date to June 30, 2027 and add \$920,000, for a total not-to-exceed amount of \$6,460,390 (for the bench), to support the Planning Department in completing the requirements of the CPRG.

D. Approve Amendment No. 4 to Contract No. 19-1002185 with Michael Baker International, Inc., to extend the termination date to June 30, 2027, and add \$920,000, for a total not-to-exceed amount of \$6,460,390 (for the bench), to support the Planning Department in completing the requirements of the CPRG.

E. Approve Amendment No. 4 to Contract No. 19-1002186 with Fehr & Peers, to extend the termination date to June 30, 2027, and add \$920,000, for a total not-to-exceed amount of \$6,460,390 (for the bench), to support the Planning Department in completing the requirements of the CPRG.

F. Approve Amendment No. 3 to Contract No. 19-1002187 with Cambridge Systematics, Inc., to extend the termination date to June 30, 2027, \$920,000, for a total not-to-exceed amount of ~~\$6,640,390~~ **\$6,460,390** (for the bench), to support the Planning Department in completing the requirements of the CPRG.

G. Approve Amendment No. 3 to Contract No. 19-1002188 with HDR Engineering, Inc., to extend the termination date to June 30, 2027, and add \$920,000 for a total not-to-exceed amount of ~~\$6,640,390~~ **\$6,460,390** (for the bench), to support the Planning Department in completing the requirements of the CPRG.

H. Approve Amendment No. 4 to Contract No. 19-1002189 with Dudek to extend the termination date to June 30, 2027, and add \$920,000, for a total not-to-exceed amount of \$6,460,390 (for the bench), to support the Planning Department in completing the requirements of the CPRG.

I. Authorize the Executive Director, or his designee, to negotiate and execute a future Restricted Grant Agreement between SBCTA and the EPA for receipt of an amount not-to-exceed \$1,000,000 for the development of the Regional Greenhouse Gas Reduction Plan for the Riverside-San Bernardino-Ontario Metropolitan Statistical Area (MSA), subject to approval as to form by General Counsel.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 2

J. Approve a budget amendment to the Fiscal Year 2023/2024 Budget, Task No. 0404, increasing the budget by \$1,000,000 to be funded by EPA CPRG funds.

K. Approve an exception to Policy No. 11000 and authorize the Executive Director, or his designee, to execute competitive Contract Task Orders (CTO) associated with the On-Call Planning Agreements in Recommendation A, in a not-to-exceed amount of \$920,000.

L. Approve the creation of a new Fund 2205, Environmental Protection Agency.

Background:

The Climate Pollution Reduction Grants (CPRG) program will provide grants to states, local governments, tribes, and territories to develop and implement plans for reducing greenhouse gas (GHG) emissions and other harmful air pollution. Section 60114 of the Inflation Reduction Act provides an investment of \$5 billion to support efforts by states and municipalities thereof to develop and implement strong, local GHG Reduction strategies. This two-staged grant program provides funding of \$250 million for non-competitive planning grants and \$4.6 billion for competitive implementation grants. Planning funds can be used to update existing climate, energy, or sustainability plans or develop new ones.

The Environmental Protection Agency (EPA) is committed to supporting the development of climate action plans and the expeditious implementation of investment-ready policies, programs, and projects to reduce GHG emissions in the near term. Through the CPRG program, the EPA will support the development and deployment of technologies and solutions that will reduce GHGs and harmful air pollution, as well as transition America to a clean energy economy that benefits all Americans.

To expeditiously accommodate the new grant funding and begin work on the project with a very tight deadline for phase I, San Bernardino County Transportation Authority (SBCTA) has prepared a CPRG Work Plan and schedule with the EPA to outline how the \$1,000,000 will be expended. The proposed project is intended to provide support to all San Bernardino and Riverside County member jurisdictions by offering a menu of options for the jurisdictions to access the GHG Reduction Plan and its inventory, reduction measures, and reporting tools to implement projects and programs that reduce GHG emissions as required by Assembly Bill and Senate Bill 32. The EPA has a legislative deadline of completing the phase I report, referred to as Priority Climate Action Plan (PCAP), by March 1, 2024. In other words, staff would need to select and have the consultant on board by October 2023 or November 2023, at the latest, to be able to deliver the phase I report on time. Since both San Bernardino and Riverside Counties have adopted GHG Reduction Plans already, the technical aspect of the phase I work can be done by the deadline if the consultants are on board by November. Thus, staff proposes using the current Planning on-call contracts to expedite the procurement process for all of the work elements included in the scope of work for the grant. Although rarely used, SBCTA has utilized this process of using on-call consultants through a competitive Contract Task Order (CTO) on a grant project before with Regional Early Action Planning (REAP) grant funding. REAP 1.0 Program also had a similar tight deadline.

On July 3, 2019, the SBCTA Board of Directors approved the award of six On-Call Planning Bench contracts to aid the completion of various planning department programs. The following six contracts were executed:

Board of Directors Agenda Item

July 5, 2023

Page 3

- 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

Since the original work associated with the on-call program was competitively procured and awarded to the six firms, SBCTA staff will select firms from the selected six to implement the project under the CPRG Program. Also, since the contracts have an expiration date of June 30, 2024, staff is proposing to extend the contract expiration date to June 30, 2027, consistent with the CPRG Program end date. Staff is requesting an approval to extend the On-Call Planning Bench contracts beyond a five-year term through June 30, 2027.

Staff is seeking approval to amend the Fiscal Year 2023/2024 Budget to increase the budget for Task No. 0404 by \$1,000,000 for this effort and to be funded by the EPA, authorization for the Executive Director to execute the future funding agreement with the EPA for the CPRG funding, and to increase the combined contract amount for the six bench contracts by \$920,000 for a total not-to-exceed amount of \$6,460,390, as well as extend the contract term through June 30, 2027. Following the approval of the agenda item, staff will release the competitive CTO to all six on-call planning firms through the Executive Director approval process, not-to-exceed an amount of \$920,000 for the CTO.

Financial Impact:

This item is not consistent with the Fiscal Year 2023/2024 Budget. A budget amendment to increase Task No. 0404 by \$1 million through the Environmental Protection Agency Climate Pollution Reduction Grant funding program is included in this item.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. 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
Board of Directors
Date: July 5, 2023

Witnessed By:

Contract Summary Sheet

21.a

General Contract Information

Contract No: 19-1002103 Amendment No.: 3
 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		\$	166,666.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	441,499.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	441,499.00

Contract Authorization

Board of Directors Date: 07/05/2023 Board Item # 9753

Contract Management (Internal Purposes Only)

Other Contracts Local Sole Source? No Board Approved Budget Adjustment N/A
 Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 07/10/2019 Expiration Date: 06/30/2024 Revised Expiration Date: 06/30/2027

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

							Total Contract Funding:		Total Contingency:	
							\$	441,499.00	\$	-
GL	1035	20	0404	0000	52005	41200000	LTF Planning		155,000.00	-
GL	6010	20	0404	0000	52005	42905001	SCAG		119,833.00	-
GL	2205	20	0404	0000	52005	42107301	EPA CPRG		166,666.00	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-

Josh Lee

Steve Smith

Project Manager (Print Name)

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 19-1002103 (9753 : Amend On-Call Planning Contracts to Implement EPA CPRG Funds)

AMENDMENT NO. 3 TO CONTRACT 19-1002103

FOR

ON-CALL PLANNING SERVICES

(ALTA PLANNING + DESIGN, INC.)

This Amendment No. 3 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. PARTIES entered into Amendment No. 2 to CONTRACT, extending the period of performance through June 30, 2024, increasing the Not-To-Exceed amount by \$2,126,390, and requiring 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 Council of Governments; and
- D. SBCTA and CONSULTANT desire to extend the Period of Performance through June 30, 2027, increase the Not-To-Exceed amount by \$920,000 based on the award of the Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG), and add EPA as an additional insured and indemnitee.

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

- 1. The contract Period of Performance is extended through June 30, 2027.
- 2. The Not-To-Exceed Amount in Section 3.2 shall be Six Million, Four Hundred Sixty Thousand, Three Hundred Ninety Dollars (\$6,460,390).
- 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, Environmental Protection Agency, 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 SBCTA to vicarious liability, but shall allow coverage for SBCTA 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 Indemnitee) and hold harmless SBCTA, SCAG, EPA 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, SCAG or EPA 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 EPA only for services related to the Climate Pollution Reduction Grant.
6. 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.
7. This Amendment No. 3 is effective upon execution by SBCTA.

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

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

ALTA PLANNING + DESIGN, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Greg Maher
Vice President

By: _____
Dawn M. Rowe
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

Attachment: 19-1002103-3 (9753 : Amend On-Call Planning Contracts to Implement EPA CPRG Funds)

Contract Summary Sheet

21.c

General Contract Information

Contract No: 19-1002185 Amendment No.: 4Contract Class: Payable Department: PlanningVendor No.: 03168 Vendor Name: Michael Baker International, Inc. (MBI)Description: SBCTA/SBCOG Planning On-Call ServicesList 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	\$	1,600,033.00	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	166,666.00	Current Amendment	\$	-
Total/Revised Contract Value	\$	2,136,699.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	2,136,699.00

Contract Authorization

Board of Directors Date: 07/05/2023 Board Item # 9753

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No Board Approved Budget Adjustment Local Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 07/10/2019 Expiration Date: 06/30/2024 Revised Expiration Date: 06/30/2027NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:		Total Contingency:	
							\$	2,136,699.00	\$	-
GL	1035	20	0404	0000	52005	41200000		LTF Planning	170,000.00	-
GL	2911	01	0501	0000	52005	48007000		PACE	200,000.00	-
GL	6010	20	0404	0000	52005	42905001		SCAG	969,834.00	-
GL	6001	20	0404	0000	52005	42905004		SCAG	630,199.00	-
GL	2205	20	0404	0000	52005	42107301		EPA CPRG	166,666.00	-
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 19-1002185 (9753 : Amend On-Call Planning Contracts to Implement EPA CPRG Funds)

AMENDMENT NO. 4 TO CONTRACT 19-1002185

FOR

ON-CALL PLANNING SERVICES

(MICHAEL BAKER INTERNATIONAL, INC.)

This Amendment No. 4 to Contract No. 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. PARTIES entered into Amendment No. 3 to CONTRACT, extending the period of performance through June 30, 2024, increasing the Not-To-Exceed amount by \$2,126,390; and
- E. SBCTA and CONSULTANT desire to extend the Period of Performance through June 30, 2027, increase the Not-To-Exceed amount by \$920,000 based on the award of the Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG), and add EPA as an additional insured and indemnitee.

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

- 1. The contract Period of Performance is extended through June 30, 2027.
- 2. The Not-To-Exceed Amount in Section 3.2 shall be Six Million, Four Hundred Sixty Thousand, Three Hundred Ninety Dollars (\$6,460,390).

Attachment: 19-1002185-4 (9753 : Amend On-Call Planning Contracts to Implement EPA CPRG Funds)

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, Environmental Protection Agency, 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 SBCTA to vicarious liability, but shall allow coverage for SBCTA 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, EPA 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, SCAG or EPA 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 EPA only for services related to the Climate Pollution Reduction Grant.
6. Except as amended by this Amendment No. 4, 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. 4 is effective upon execution by SBCTA.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 below.

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

By: _____
Tanya Bilezikjian
Vice President & Office Executive

By: _____
Dawn M. Rowe
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

Attachment: 19-1002185-4 (9753 : Amend On-Call Planning Contracts to Implement EPA CPRG Funds)

Contract Summary Sheet

21.e

General Contract Information

Contract No: 19-1002186 Amendment No.: 4Contract Class: Payable Department: PlanningVendor No.: 03005 Vendor Name: Fehr & PeersDescription: SBCTA/SBCOG Planning On-Call ServicesList 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	\$	1,477,179.00	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	166,667.00	Current Amendment	\$	-
Total/Revised Contract Value	\$	1,963,846.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	1,963,846.00

Contract Authorization

Board of Directors Date: 07/05/2023 Board Item # 9753

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No Board Approved Budget AdjustmentLocal Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 07/10/2019 Expiration Date: 06/30/2024 Revised Expiration Date: 06/30/2027NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:		Total Contingency:	
							\$	1,963,846.00	\$	-
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level Revenue Code Name				
GL	1035	20	0404	0000	52005	41200000	LTF Planning	75,000.00	-	-
GL	2911	01	0501	0000	52005	48007000	PACE	245,000.00	-	-
GL	6010	20	0404	0000	52005	42905001	SCAG	719,834.00	-	-
GL	6001	20	0404	0000	52005	42905004	SCAG	369,801.00	-	-
GL	4180	20	0404	0000	52005	41100000	MSI Valley TMS	63,196.00	-	-
GL	2912	20	0404	0000	52005	42490001	GHG Fund	194,000.00	-	-
GL	4280	20	0404	0000	52005	41100000	MSI Victor Valley TMS	24,406.00	-	-
GL	6010	20	0404	0000	52005	42340015	SB County	26,255.00	-	-
GL		20	0404	0000	52005		TBD as Services Needed	79,687.00	-	-
GL	2205	20	0404	0000	52005	42107301	EPA CPRG	166,667.00	-	-

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 19-1002186 (9753 : Amend On-Call Planning Contracts to Implement EPA CPRG Funds)

AMENDMENT NO. 4 TO CONTRACT 19-1002186

FOR

ON-CALL PLANNING SERVICES

(FEHR & PEERS)

This Amendment No. 4 to Contract No. 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. PARTIES entered into Amendment No. 3 to CONTRACT, extending the period of performance through June 30, 2024, increasing the Not-To-Exceed amount by \$2,126,390; and
- E. SBCTA and CONSULTANT desire to extend the Period of Performance through June 30, 2027, increase the Not-To-Exceed amount by \$920,000 based on the award of the Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG), and add EPA as an additional insured and indemnitee.

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

- 1. The contract Period of Performance is extended through June 30, 2027.
- 2. The Not-To-Exceed Amount in Section 3.2 shall be Six Million, Four Hundred Sixty Thousand, Three Hundred Ninety Dollars (\$6,460,390).
- 3. Section 21.2.2 Additional Insurance Coverage, is deleted in its entirety and replaced with the following:

Attachment: 19-1002186-4 (9753 : Amend On-Call Planning Contracts to Implement EPA CPRG Funds)

“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, Environmental Protection Agency, 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 SBCTA to vicarious liability, but shall allow coverage for SBCTA 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, EPA 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, SCAG or EPA 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 EPA only for services related to the Climate Pollution Reduction Grant.
6. Except as amended by this Amendment No. 4, 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. 4 is effective upon execution by SBCTA.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 below.

**FEHR & PEERS, A CALIFORNIA
CORPORATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Steven J. Brown
Director

By: _____
Dawn M. Rowe
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

Attachment: 19-1002186-4 (9753 : Amend On-Call Planning Contracts to Implement EPA CPRG Funds)

General Contract Information

Contract No: 19-1002187 Amendment No.: 3Contract Class: Payable Department: PlanningVendor No.: 00604 Vendor Name: Cambridge Systematics, Inc.Description: SBCTA/SBCOG Planning On-Call ServicesList 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	\$	99,764.00	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	166,667.00	Current Amendment	\$	-
Total/Revised Contract Value	\$	416,431.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	416,431.00

Contract Authorization

Board of Directors Date: 07/05/2023 Board Item # 9753

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No Board Approved Budget AdjustmentLocal Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 07/10/2019 Expiration Date: 06/30/2024 Revised Expiration Date: 06/30/2027NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:		Total Contingency:	
							\$	416,431.00	\$	-
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		79,931.00		-
GL	2205	20	0404	0000	52005	42107301		166,667.00		-
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 19-1002187 (9753 : Amend On-Call Planning Contracts to Implement EPA CPRG Funds)

AMENDMENT NO. 3 TO CONTRACT 19-1002187

FOR

ON-CALL PLANNING SERVICES

(CAMBRIDGE SYSTEMATICS, INC.)

This Amendment No. 3 to Contract No. 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 No. 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. PARTIES entered into Amendment No. 2 to CONTRACT, extending the period of performance through June 30, 2024, increasing the Not-To-Exceed amount by \$2,126,390, and requiring 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 Council of Governments; and
- D. SBCTA and CONSULTANT desire to extend the Period of Performance through June 30, 2027, increase the Not-To-Exceed amount by \$920,000 based on the award of the Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG), and add EPA as an additional insured and indemnitee.

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

- 1. The contract Period of Performance is extended through June 30, 2027.
- 2. The Not-To-Exceed Amount in Section 3.2 shall be Six Million, Four Hundred Sixty Thousand, and Three Hundred Ninety Dollars (\$6,460,390).
- 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, Environmental Protection Agency, 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 SBCTA to vicarious liability, but shall allow coverage for SBCTA 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, EPA 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, SCAG or EPA 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 EPA only for services related to the Climate Pollution Reduction Grant.
6. 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.
7. This Amendment No. 3 is effective upon execution by SBCTA.

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

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

CAMBRIDGE SYSTEMATICS, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Steven A. Capecci
Chief Operating Officer

By: _____
Dawn M. Rowe
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

Attachment: 19-1002187-3 (9753 : Amend On-Call Planning Contracts to Implement EPA CPRG Funds)

Contract Summary Sheet

21.i

General Contract Information

Contract No: 19-1002188 Amendment No.: 3
 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		\$	166,667.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	236,500.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	236,500.00

Contract Authorization

Board of Directors Date: 07/05/2023 Board Item # 9753

Contract Management (Internal Purposes Only)

Other Contracts Local Sole Source? No Board Approved Budget Adjustment N/A
 Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 07/10/2019 Expiration Date: 06/30/2024 Revised Expiration Date: 06/30/2027

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

							Total Contract Funding:		Total Contingency:	
							\$	236,500.00	\$	-
GL	1035	20	0404	0000	52005	41200000	LTF Planning		50,000.00	
GL	6010	20	0404	0000	52005	42905001	SCAG		19,833.00	
GL	2205	20	0404	0000	52005	42107301	EPA CPRG		166,667.00	
GL										
GL										
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 19-1002188 (9753 : Amend On-Call Planning Contracts to Implement EPA CPRG Funds)

AMENDMENT NO. 3 TO CONTRACT 19-1002188

FOR

ON-CALL PLANNING SERVICES

(HDR ENGINEERING, INC.)

This Amendment No. 3 to Contract No. 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. PARTIES entered into Amendment No. 2 to CONTRACT, extending the period of performance through June 30, 2024, increasing the Not-To-Exceed amount by \$2,126,390, and requiring 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 Council of Governments; and
- D. SBCTA and CONSULTANT desire to extend the Period of Performance through June 30, 2027, increase the Not-To-Exceed amount by \$920,000 based on the award of the Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG), and add EPA as an additional insured and indemnitee.

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

- 1. The contract Period of Performance is extended through June 30, 2027.
- 2. The Not-To-Exceed Amount in Section 3.2 shall be Six Million, Four Hundred Sixty Thousand, Three Hundred Ninety Dollars (\$6,460,390).
- 3. Section 21.2.2 Additional Insurance Coverage, is deleted in its entirety and replaced with the following:

Attachment: 19-1002188-3 (9753 : Amend On-Call Planning Contracts to Implement EPA CPRG Funds)

“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, Environmental Protection Agency, 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 SBCTA to vicarious liability, but shall allow coverage for SBCTA 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, EPA 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, SCAG or EPA 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 EPA only for services related to the Climate Pollution Reduction Grant.
6. 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.
7. This Amendment No. 3 is effective upon execution by SBCTA.

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

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

HDR ENGINEERING, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Kip D. Field
Senior Vice President

By: _____
Dawn M. Rowe
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

Attachment: 19-1002188-3 (9753 : Amend On-Call Planning Contracts to Implement EPA CPRG Funds)

Contract Summary Sheet

21.k

General Contract Information

Contract No: 19-1002189 Amendment No.: 4Contract Class: Payable Department: PlanningVendor No.: 03053 Vendor Name: DudekDescription: SBCTA/SBCOG Planning On-Call ServicesList 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	\$	1,028,748.00	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	166,667.00	Current Amendment	\$	-
Total/Revised Contract Value	\$	1,345,415.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	1,345,415.00

Contract Authorization

Board of Directors Date: 07/05/2023 Board Item # 9753

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No Board Approved Budget AdjustmentLocal Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 07/10/2019 Expiration Date: 06/30/2024 Revised Expiration Date: 06/30/2027NHS: 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	LTF Planning	150,000.00		-
GL	6010	20	0404	0000	52005	42905001	SCAG	369,833.00		-
GL	4180	20	0404	0000	52005	41100000	MSI Valley TMS	256,873.00		-
GL	4280	20	0404	0000	52005	41100000	MSI Victor Valley TMS	17,594.00		-
GL		20	0404	0000	52005		TBD as Services Needed	384,448.00		-
GL	2205	20	0404	0000	52005	42107301	EPA CPRG	166,667.00		-
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 19-1002189 (9753 : Amend On-Call Planning Contracts to Implement EPA CPRG Funds)

AMENDMENT NO. 4 TO CONTRACT 19-1002189

FOR

ON-CALL PLANNING SERVICES

(DUDEK)

This Amendment No. 4 to Contract No. 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. PARTIES entered into Amendment No. 3 to CONTRACT, extending the period of performance through June 30, 2024, increasing the Not-To-Exceed amount by \$2,126,390; and
- E. SBCTA and CONSULTANT desire to extend the Period of Performance through June 30, 2027, increase the Not-To-Exceed amount by \$920,000 based on the award of the Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG), and add EPA as an additional insured and indemnitee.

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

- 1. The contract Period of Performance is extended through June 30, 2027.
- 2. The Not-To-Exceed Amount in Section 3.2 shall be Six Million, Four Hundred Sixty Thousand, Three Hundred Ninety Dollars (\$6,460,390).
- 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, Environmental Protection Agency, 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 SBCTA to vicarious liability, but shall allow coverage for SBCTA 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, EPA 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, SCAG or EPA 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 EPA only for services related to the Climate Pollution Reduction Grant.
6. Except as amended by this Amendment No. 4, 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. 4 is effective upon execution by SBCTA.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 below.

DUDEK, A CALIFORNIA CORPORATION

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Joe Monaco
Chief Executive Officer

By: _____
Dawn M. Rowe
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

Attachment: 19-1002189-4 (9753 : Amend On-Call Planning Contracts to Implement EPA CPRG Funds)

Minute Action

AGENDA ITEM: 22

Date: July 5, 2023

Subject:

San Bernardino County Greenhouse Gas Reduction Plan Update and Addendum

Recommendation:

That the Board, acting as the San Bernardino Associated Governments (SBCOG):

- A. Approve the updated San Bernardino County Regional Greenhouse Gas Reduction Plan (Regional GHGRP) (2021).
- B. Approve the Addendum to the 2014 Regional GHGRP Environmental Impact Report (EIR).
- C. Find that the Addendum to the Regional GHGRP EIR is appropriate and consistent with the Public Resources Code Section 21166 and California Environmental Quality Act Guidelines 15162 and 15164.

Background:

Regional Greenhouse Gas (GHG) Reduction Plan Update Background

In 2006, the California legislature passed Assembly Bill (AB) 32, the Global Warming Solutions Act of 2006. The law establishes a limit on GHG emissions for the State of California to reduce statewide emissions to 1990 levels by 2020. In 2016, the California Assembly and Senate expanded upon AB 32 with Senate Bill (SB) 32, which mandates a 40% reduction in GHG emissions from 1990 levels by 2030 (California Legislative Information, 2016).

In response to these initiatives, a project partnership led by the San Bernardino Council of Governments (SBCOG) compiled a GHG emissions inventory and an evaluation of reduction measures that could be adopted by the 25 partnership jurisdictions of San Bernardino County (County). The San Bernardino County Regional Greenhouse Gas Reduction Plan (Regional GHGRP) Update is a collaborative effort that developed GHG inventories and forecasts, assessed the effectiveness of California initiatives to reduce GHG emissions, and identified local GHG reduction strategies that were selected by and for 25 jurisdictions to reduce local GHG emissions. The Regional GHGRP identifies potential local strategies to reduce GHG emissions in support of the statewide GHG reduction targets expressed in SB 32. This project also included developing an updated monitoring and tracking tool, updated local development screening tables as an implementation tool for each jurisdiction, and training materials for their use. The Regional GHGRP Update project started in July 2018 and was completed in March 2021. In May 2021, staff brought the completed Regional GHGRP Update project as an informational item and presented various aspects of the updated plan to the SBCOG Board of Directors (Board). Staff is bringing this agenda item for the Board to take three actions related to the updated plan: 1. Approve the San Bernardino County Regional GHGRP Update; 2. Approve the Addendum to the 2014 Regional GHGRP EIR, a copy of which is located here: <https://www.gosbcta.com/plan/regional-greenhouse-gas-reduction-plan/>; and 3. Make findings that the Addendum to the Regional GHGRP EIR is appropriate and consistent with the Public Resources Code Section 21166 and California Environmental Quality Act Guidelines 15162 and 15164.

Entity: San Bernardino Council of Governments

The Regional GHGRP includes the following actions that will reduce GHG emissions associated with its regional (or countywide) activities.

1. Preparation of a baseline (2016) GHG emissions inventory for each of the 25 partnership jurisdictions in the county.
2. Preparation of future year (2020, 2030, and 2045) GHG emissions forecasts for each jurisdiction.
3. Development of regional GHG reduction measures and jurisdiction-specific measures appropriate for each jurisdiction.
4. Development of consistent baseline information for jurisdictions to use for their development of community climate action plans (CAPs) meeting jurisdiction-identified reduction goals.

By working collaboratively on these goals, our County jurisdictions aim to develop consistent information in an efficient manner that can subsequently be used by individual jurisdictions that choose to develop and adopt CAPs for their jurisdictions and/or implement specific GHG reduction measures. GHG reduction measures selected by jurisdictions for this report are non-binding unless the decision-making body of a jurisdiction decides to formally adopt them.

The San Bernardino Associated Governments (which now operates under the name San Bernardino Council of Governments, or SBCOG) prepared the first Regional Reduction Plan in 2014 with an accompanying Programmatic Environmental Impact Report (PEIR), which had a 2020 GHG reduction target. Subsequently, SB 32 was passed in 2016 with a more aggressive 2030 GHG reduction target. The 2021 update of the Reduction Plan provides information for local jurisdictions to use in developing local efforts to meet more aggressive 2030 reduction targets. In addition, grant programs supported the opportunity for SBCOG to help local jurisdictions develop the technical information for local GHG reduction planning efforts efficiently while reducing costs to local jurisdictions.

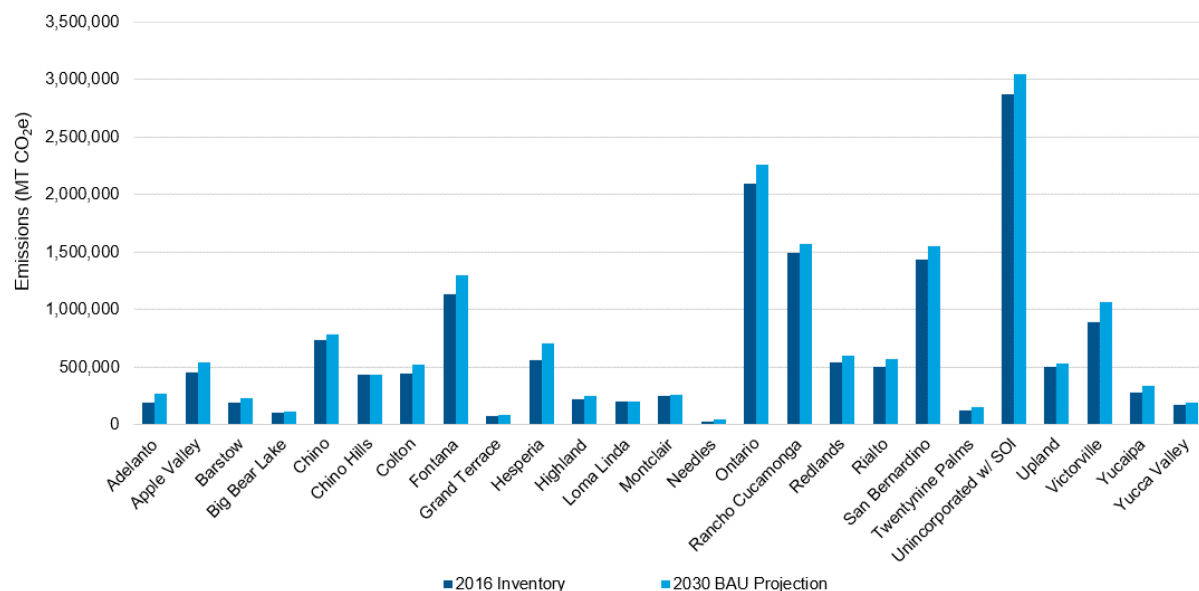
During the Regional GHGRP Update process, the local jurisdiction planning departments were engaged through the Planning Director's Technical Forum (PDTF) of SBCOG. Periodic workshops/presentations were provided to the PDTF with one-on-one follow-up discussions with individual cities to coordinate input. The individual cities then worked at the city-level reduction measures to vet the technical information and develop input related to reduction measures. Following the local jurisdiction vetting process, the Draft Regional GHGRP was made publicly available in early 2021 for public input. We have received a copy of a comment letter from the Building Industry Association – Baldy View Chapter (BIABV) directed to the County of San Bernardino Board of Supervisors, focused on the SBCOG GHG Reduction Plan (Exhibit A). Staff would like to recognize BIABV for their comments and would like to include an excerpt from the letter:

BIABV recognizes that the County and the cities within it are compelled to look circumspectly for ways to reduce GHG emissions throughout society. Given this, the Draft GHG Plan seems to constitute a reasonably thoughtful approach to the challenge, given that it permits meaningful flexibility and optionality. Once again, staff should be commended for the approach that was taken.

GHG Emission Summary

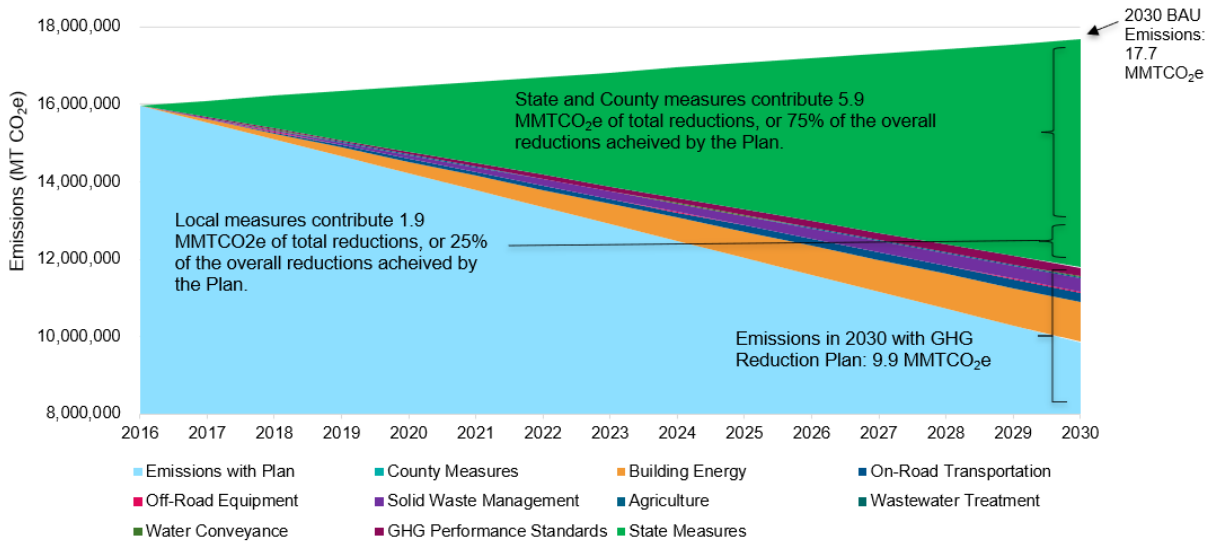
Total GHG emissions, excluding stationary sources, for all partnership jurisdictions in 2016 amounted to 15,972,244 metric tons of carbon dioxide equivalent (MTCO₂e). The Business as Usual (BAU) of GHG emissions for all partnership jurisdictions in 2030 projects total emissions will be 17,674,452 MTCO₂e. Below are the total GHG emissions in 2016 and projected GHG emissions in 2030 for each partnership jurisdiction. With a few exceptions, in 2016 and 2030, the largest sources of regional GHG emissions are the combustion of transportation fuels, electricity, and natural gas used by residential and commercial buildings. Consequently, the on-road transportation and building energy sectors will figure prominently in jurisdiction GHG reduction plans. Including stationary sources, the emissions in 2016 were 21,567,392 MTCO₂e, and 2030 BAU emissions are estimated as 24,736,167 MTCO₂e. Stationary sources are the third largest emissions source after transportation and building energy.

2016 Baseline GHG Emissions and 2030 BAU GHG Emissions Forecast for the Partnership Jurisdictions (MTCO₂e)



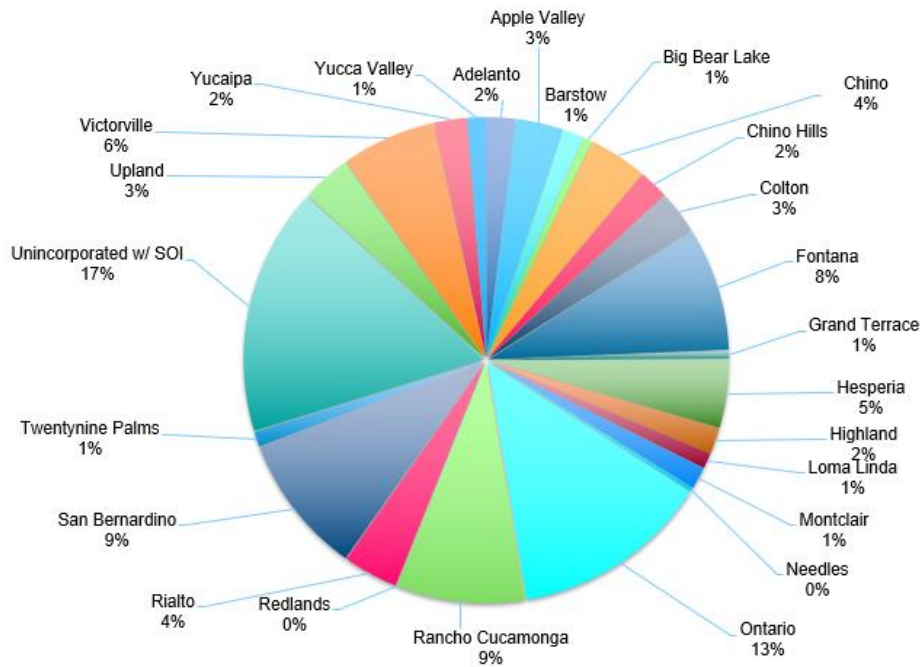
Some GHG reduction actions are best suited to regional planning and cooperation and the benefits are best monitored at the regional level, as opposed to the jurisdiction level. The results presented in this document can be used to support both jurisdiction-level and regional-level planning. The figure on the following page shows the amount of GHG reductions achieved in the region within each GHG emission sector (i.e., the sum of all actions taken by all jurisdictions within that sector, including state level programs). Additionally, the figure conveys that there is a potential for nearly 8 million MTCO₂e in GHG reductions due to the combined effect of state, regional, and local actions detailed in this report. State level programs will contribute to 75% of the region's reductions and local measure will contribute 25%.

Total Identified GHG Reductions in 2030 for the 25 Partnership Jurisdictions (MTCO₂e)



The figure below shows the contribution of each jurisdiction to the overall GHG reductions in the region. These contributions generally parallel the distribution of population and employment in the region.

Distribution of Identified GHG Emissions Reductions in 2030 for all Partnership Jurisdictions (MTCO₂e)



Next Steps

This Reduction Plan identifies state measures applicable to every partnership jurisdiction and local and regional measures selected by each jurisdiction that could reduce future GHG emissions within jurisdictional boundaries. Through the development of this Reduction Plan, each partnership jurisdiction individually selected GHG reduction measures, tailored the level of commitment for reduction measures, and set unique GHG reduction goals for the year 2030. The Reduction Plan describes the projected GHG reductions that can be achieved for the region through the combined efforts of all partnership jurisdictions if they were to fully implement the reduction measures identified in this Reduction Plan.

The Reduction Plan is intended to serve as a foundation upon which the partnership jurisdictions can develop individual jurisdiction-specific CAPs to be adopted and enacted according to their own internal procedures. The next steps for partnership jurisdictions that choose to move forward with this process and ultimately develop their own local climate action plans are listed below.

1. Plan Adoption: Partnership jurisdictions may adopt (but are not required to do so) CAPs based upon this Regional GHGRP or their respective portions of the Regional GHGRP presented herein. Each partnership jurisdiction would undertake steps needed to formally adopt the CAP in their jurisdiction, such as gathering input from stakeholders; conducting public meetings; review by jurisdiction council, planning commission, or board of supervisors; California Environmental Quality Act (CEQA) analysis as needed; and/or vote by a governing body.

2. CEQA Compliance on the Regional GHGRP: With the approval of the Reduction Plan and its attached CEQA addendum by the SBCOG Board, as long as the selected reduction measures remain consistent with the overall Reduction Plan, local jurisdictions can tier off of the main CEQA document certified in 2014. This will allow streamlining of the CEQA process for the local jurisdictions that will be adopting separate Climate Action Plans. SBCOG recently completed the CEQA compliance analysis and presented the results at the April 2023 PDTF meeting. After the CEQA analysis, it was determined that CEQA compliance for the updated regional plan only needed an addendum to the prior EIR.

3. Implementation and Tracking of the Reduction Plan(s): Properly tracking the progress of the Regional GHGRP, monitoring the real benefits, and reporting these results are crucial to the success of implementing the Reduction Plan and to adaptive management of GHG reduction measures going forward.

4. Tiering of CEQA Analysis of GHG Emissions: Those partnership jurisdictions choosing to complete and adopt local CAPs that are consistent with this Regional GHGRP and with the prior Regional Plan Program EIR and the CEQA addendum document prepared by SBCOG, will be able to tier their future project-level CEQA analyses of GHG.

To elaborate further on the CEQA addendum, SBCOG, pursuant to the CEQA and its regulations, completed the analysis concerning the proposed 2021 Regional GHGRP. The CEQA Addendum was prepared pursuant to CEQA Guidelines Section 15164 which states: *“the lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.”*

San Bernardino Council of Governments

Section 15162(a) specifies that:

[N]o subsequent EIR shall be prepared for that project unless the lead agency determines one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant, environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Subsequently, the analysis found that the “Project” would not require major revisions to the original 2014 Regional GHGRP EIR due to new or substantially increased significant environmental effects. The analysis contained in the Environmental Checklist confirms that the 2021 Regional GHGRP is within the scope of the 2014 Regional GHGRP EIR and will have no new or more severe significant effects, and no new mitigation measures are required. Therefore, no subsequent EIR or further CEQA review is required prior to approval of the proposed project, as described in the Addendum. The Addendum to the 2014 Regional GHGRP EIR was prepared in accordance with CEQA Section 21093(a) and CEQA Guidelines Sections 15162 and 15164.

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

San Bernardino Council of Governments

Board of Directors Agenda Item
July 5, 2023
Page 7

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023.

Responsible Staff:

Josh Lee, Deputy Director of Planning

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

Exhibit A



MEMORANDUM

DATE: April 10, 2023

To: Josh Lee, Deputy Director of Planning, San Bernardino County Transportation Authority

FROM: Amy Fischer, Principal
Cara Carlucci, Associate

SUBJECT: California Environmental Quality Act (CEQA) Addendum for the 2021 Regional Greenhouse Gas Reduction Plan, San Bernardino County, California

This document, prepared pursuant to the California Environmental Quality Act (CEQA) and the regulations and policies of the San Bernardino Council of Governments (SBCOG), provides information and analysis concerning the proposed 2021 Regional Greenhouse Gas Reduction Plan (2021 Regional GHGRP, project). This document is an Addendum to the 2014 Regional Greenhouse Gas Reduction Plan Environmental Impact Report (Regional GHGRP EIR)¹, which was certified by SBCOG, previously known as SANBAG in 2014. This Addendum to the Regional GHGRP EIR evaluates whether the proposed project would result in new or substantially more adverse significant effects or require new mitigation measures not identified in the Regional GHGRP EIR. See Attachment A for a full description of the proposed project. In accordance with CEQA Section 21093(a) and CEQA Guidelines Section 15164, an Addendum was prepared off of the original 2014 Regional GHGRP EIR, which is hereby incorporated by reference.

INTRODUCTION

The 2014 Regional GHGRP established the County's regional sustainability and conservation measures based on baseline greenhouse gas (GHG) emissions from 2008 and developed a 2020 forecast GHG emission reduction target below 2008 baseline levels in accordance with the State reduction goals in Assembly Bill (AB) 32. The 2021 Regional GHGRP considers the previous GHG reduction targets identified in the 2014 Regional GHGRP and proposes new targets that are consistent with updates in State climate change regulations in order to meet the requirements of Senate Bill (SB) 32. As described in Attachment A to this Addendum, the 2021 Regional GHGRP is a regional partnership of 25 Jurisdictions. The 2021 Regional GHGRP includes an update to the 25 Jurisdictions' GHG inventory for the year 2016 and sets a target to reduce communitywide GHG emissions by 40 percent below its 2020 GHG emissions level by 2030, consistent with SB 32.

The 2021 Regional GHGRP establishes a framework under which future projects would be designed for the purposes of reducing GHG emissions. Although the 2021 Regional GHGRP is designed as a stand-alone GHG policy document, it would be utilized to provide a more comprehensive and

¹ San Bernardino Associated Governments (SANBAG), 2014. *San Bernardino County Regional Greenhouse Gas Emissions Inventories and Reduction Plan Environmental Impact Report*. SCH No. 2012111046. February.

detailed framework for land-based policy decisions to reduce GHG emissions from existing and future development throughout the 25 jurisdictions. In addition, as described in the 2021 GHGRP, jurisdictions that choose to complete and adopt local CAPs that are consistent with the 2021 Regional GHGRP and with the prior Regional Plan Program EIR and this Addendum will be able to tier their future project-level CEQA analyses of GHG emissions from their CAP to streamline project-level CEQA review.

This Addendum is prepared pursuant to CEQA Guidelines Section 15164 which states: “the lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.” Section 15162(a) specifies that “no subsequent EIR shall be prepared for that project unless the lead agency determines one or more of the following:”

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete was adopted, shows any of the following:
 - a. The project will have one or more significant effects not discussed in the previous EIR;
 - b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Pursuant to CEQA Guidelines Section 15164(e), the purpose of this Addendum is to describe and evaluate the proposed project, assess the proposed modifications to the project evaluated in the Regional GHGRP EIR, and identify the reasons for SBCOG's conclusion that changes to the proposed project and associated environmental effects do not meet the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent or supplemental EIR.

Attachment A to this Addendum provides a complete description of the proposed project. Attachment B to this Addendum provides the Environmental Checklist prepared for the project. This checklist provides information to: 1) compare the environmental impacts of the proposed project

with impacts expected to result from the 2014 Regional GHGRP evaluated in the Regional GHGRP EIR; 2) demonstrate that the proposed project would not result in new or more severe significant environmental impacts; 3) provide new or revised mitigation measures not identified in the Regional GHGRP EIR; and 4) conclude that no substantial changes with respect to the circumstances under which the project would be undertaken since the Regional GHGRP EIR was adopted resulted in new or more severe significant environmental effects.

FINDINGS PURSUANT TO CEQA GUIDELINES SECTION 15162

The following discussion summarizes the reasons that a subsequent EIR, pursuant to CEQA Guidelines Section 15162, is not required and an Addendum to the Regional GHGRP EIR is the appropriate CEQA document. The following findings are supported by the substantial evidence included in Attachment B, Environmental Checklist.

Substantial Changes

The 2021 Regional GHGRP updates the previous GHG reduction targets identified in the 2014 Regional GHGRP in accordance with State policies in order to meet the requirements of SB 32. Whereas the existing GHGRP established a year 2020 GHG emissions reduction target of 15 percent below 2008 baseline levels in accordance with the State reduction goals in AB 32, the 2021 Regional GHGRP establishes a target to reduce communitywide GHG emissions by 40 percent by 2030. This goal would put the County's jurisdictions on a path toward the State's long-term goal to achieve statewide carbon neutrality (zero net emissions) by 2045. Additionally, the 2021 Regional GHGRP builds upon the countywide GHG reduction measures and proposes enhanced measures in order to achieve the updated reduction targets established pursuant to SB 32.

Per the analysis included in Attachment B, Environmental Checklist, the proposed minor modifications to the project evaluated in the Regional GHGRP EIR would not result in new significant impacts beyond those identified in the Regional GHGRP EIR, would not substantially increase the severity of impacts identified in the Regional GHGRP EIR, and would not require major revisions to the Regional GHGRP EIR. Therefore, the proposed changes to the project would be minor modifications, not substantial changes, and an Addendum is the appropriate document to address these minor modifications rather than a subsequent or supplemental EIR.

Substantial Changes in Circumstances

As discussed above, the 2021 Regional GHGRP updates GHG reduction targets consistent with current State reduction goals. As described in the Environmental Checklist for each topic, environmental conditions in and around the project site have not changed such that implementation of the proposed minor modifications to the Regional GHGRP EIR would result in new significant environmental effects or a substantial increase in the severity of environmental effects identified in the Regional GHGRP EIR, and thus would not require major revisions to the Regional GHGRP EIR.

New Information

No new information of substantial importance, which was not known or could not have been known when the Regional GHGRP EIR was certified, has been identified which shows that the proposed minor modifications to the Regional GHGRP EIR associated with the proposed project would be expected to result in: 1) new significant environmental effects not identified in the Regional GHGRP

EIR; 2) substantially more severe environmental effects than shown in the Regional GHGRP EIR; 3) mitigation measures or alternatives previously determined to be infeasible would in fact be feasible and would substantially reduce one or more significant effects of the project; or 4) mitigation measures or alternatives which are considerably different from those analyzed in the Regional GHGRP EIR would substantially reduce one or more significant effects on the environment, however SBCOG is not adopting any new significant mitigation measures or alternatives. In addition, the proposed minor modifications would require no new mitigation measures, as described throughout the Environmental Checklist, because no new or substantially more severe impacts are expected beyond those identified in the Regional GHGRP EIR.

CONCLUSION

This Addendum would not require major revisions to the Regional GHGRP EIR due to new or substantially increased significant environmental effects. This Addendum would not require major revisions to the Regional GHGRP EIR due to new or substantially increased significant environmental effects. The analysis contained in the Environmental Checklist confirms that the 2021 Regional GHGRP is within the scope of the 2014 Regional GHGRP EIR and will have no new or more severe significant effects and no new mitigation measures are required. Therefore, no subsequent EIR or further CEQA review is required prior to approval of the proposed project, as described in this Addendum.

Attachments: A: Project Description
B: Environmental Checklist Pursuant to CEQA Guidelines Section 15164

Attachment A

PROJECT DESCRIPTION

The following describes the proposed 2021 Regional Greenhouse Gas Reduction Plan (2021 Regional GHGRP), referred to as the “proposed project”. This project description is part of the preparation of an Addendum to the 2014 Regional Greenhouse Gas Reduction Plan Environmental Impact Report (Regional GHGRP EIR)¹. The San Bernardino Council of Governments (SBCOG) is the California Environmental Quality Act (CEQA) lead agency for the proposed project.

PROJECT BACKGROUND

In 2014, the County of San Bernardino adopted the 2014 Regional Greenhouse Gas Reduction Plan (2014 Regional GHGRP) and certified the Regional GHGRP EIR. The 2014 Regional GHGRP is a regional partnership of 23 jurisdictions, including Adelanto, Apple Valley, Barstow, Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Victorville, Yucaipa, and Yucca Valley (23 jurisdictions). The 2014 Regional GHGRP established the County’s regional sustainability and conservation measures based on each city’s baseline inventory of greenhouse gas (GHG) emissions from 2008 and developed a year 2020 forecast GHG emissions reduction target below 2008 baseline levels in accordance with the State reduction goals in Assembly Bill (AB) 32. The emissions categories included in the 2008 baseline GHG inventory include transportation, energy (electricity and natural gas), off-road equipment, solid waste, water conveyance, wastewater, and agriculture.

In 2021, all 25 SBCOG member jurisdictions participated and updated the 2014 Regional GHGRP to integrate its past and current efforts with future efforts to reduce GHG emissions and promote sustainability in its operations and growth through the jurisdictions. The 2021 Regional GHGRP considers the previous GHG reduction targets identified in the 2014 Regional GHGRP and proposes new targets that are consistent with updates in State climate change regulations in order to meet the requirements of Senate Bill (SB) 32. This update also incorporated the Unincorporated County and the City of Upland GHG inventories and measures to bring regional data consistency.

The 2021 Regional GHGRP establishes a framework under which future projects would be designed for the purposes of reducing GHG emissions. Although the 2021 Regional GHGRP is designed as a stand-alone GHG policy document, it would be utilized to provide a more comprehensive and detailed framework for land-based policy decisions to reduce GHG emissions from existing and future development throughout the 25 jurisdictions. Any implementation measures that result in proposed future projects, pursuant to the 2021 Regional GHGRP, would be developed in accordance with General Plan policies for energy conservation while maximizing efficient use of resources,

¹ San Bernardino Associated Governments (SANBAG), 2014. *San Bernardino County Regional Greenhouse Gas Emissions Inventories and Reduction Plan Environmental Impact Report*. SCH No. 2012111046. February.

maintaining a high quality of life, enhancing job opportunities, promoting sustainability, and facilitating access to transportation facilities.

The 2021 Regional GHGRP includes an update to the 25 Jurisdictions' GHG inventory for the year 2016 and sets a target to reduce communitywide GHG emissions by 40 percent below its 2020 GHG emissions level by 2030. Compliance with Executive Order B-55-18 would put the County on a path toward the State's long-term goal to achieve Statewide carbon neutrality (zero net emissions) by 2045. GHG reduction measures prescribed in the 2021 Regional GHGRP build upon those adopted under the 2014 Regional GHGRP to ensure that the County meets the reduction targets established pursuant to SB 32.

PROPOSED PROJECT

The 2021 Regional GHGRP updates the previous GHG reduction targets identified in the 2014 Regional GHGRP in accordance with State policies to meet the requirements of SB 32. Whereas the existing GHGRP established a year 2020 GHG emissions reduction target of 15 percent below 2008 baseline levels in accordance with the State reduction goals in AB 32, the 2021 Regional GHGRP establishes a target to reduce communitywide GHG emissions by 40 percent by 2030. This goal would put the County's jurisdictions on a path toward the State's long-term goal to achieve statewide carbon neutrality (zero net emissions) by 2045. Additionally, the 2021 Regional GHGRP builds upon the countywide GHG reduction measures and proposes enhanced measures in order to achieve the updated reduction targets established pursuant to SB 32.

As described in the 2021 Regional GHGRP, total GHG emissions, excluding stationary sources, for all jurisdictions in 2016 amounted to 15,972,244 metric tons of carbon dioxide equivalent (MT CO₂e). The Business as Usual (BAU) of GHG emissions for all Partnership jurisdictions in 2030 projects total emissions will be 17,674,452 MT CO₂e. With a few exceptions, in 2016 and in 2030, the largest sources of regional GHG emissions are combustion of transportation fuels and electricity and natural gas used by residential and commercial buildings. Including stationary sources, the emissions in 2016 were 21,567,392 MT CO₂e and 2030 BAU emissions are estimated as 24,736,167 MT CO₂e. Stationary sources is the third largest source of emissions after transportation and building energy.

Each jurisdiction has selected a goal to reduce their community's GHG emissions from BAU levels by the year 2030. Each jurisdiction has selected their goal based on what each jurisdiction considers feasible given the local conditions within that jurisdiction. Table A compares the 2014 Regional GHGRP and 2021 Regional GHGRP Reduction Measures by jurisdiction as organized by source category (i.e., Energy Efficiency, On-Road Transportation, Solid Waste Management, Wastewater Treatment, and Water Consumption). Table B summarizes the baseline 2016 GHG emissions inventory, 2030 BAU emissions forecast, and 2030 emissions with reductions by jurisdiction (except City of Redlands). Table B also demonstrates that each jurisdiction exceeds its emissions reduction goal. Table C identifies the City of Redlands emissions forecasts.

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
City of Adelanto	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Energy-1: Energy Efficiency for Existing Buildings Energy-2: Outdoor Lighting Energy-4: Solar Installation for New Housing Energy-5: Solar Installation for New Commercial Energy-7: Solar Installation for Existing Housing Energy-8: Solar Installation for Existing Commercial/Industrial Energy-9: Co-Generation Facilities
On-Road Transportation	
OnRoad-1 Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Transportation-1: Sustainable Communities Strategy
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance Off-Road-3: Electric Landscaping Equipment
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	Waste-1: Waste Diversion
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	N/A
Wastewater Treatment	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	Wastewater-1: Require Tier-1 Voluntary CALGreen Standards for New Construction Wastewater-2: Renovate Existing Buildings to Achieve Higher Levels of Water Efficiency Wastewater-4: Implement SB X7-7
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency Water-3: Water Efficient Landscaping Practices	Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings To Achieve Higher Levels of Water Efficiency Water-3: Water-Efficient Landscaping Practices Water-4: Implement SB X7-7
Town of Apple Valley	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space	Not Applicable

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	
On-Road Transportation	
OnRoad-1 Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Not Applicable
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	Not Applicable
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	Not Applicable
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	Not Applicable
Wastewater Treatment	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	Not Applicable
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency Water-3: Water Efficient Landscaping Practices	Not Applicable
City of Barstow	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Not Applicable
On-Road Transportation	
OnRoad-1 Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit	Not Applicable

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	Not Applicable
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	Not Applicable
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	Not Applicable
Wastewater Management	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency Water-3: Water Efficient Landscaping Practices	Not Applicable
City of Big Bear Lake	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Not Applicable
On-Road Transportation	
OnRoad-1 Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Not Applicable
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	Not Applicable
Solid Waste Management	

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	Not Applicable
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	Not Applicable
Wastewater Management	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	Not Applicable
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency Water-3: Water Efficient Landscaping Practices	Not Applicable
City of Chino	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Energy-1: Energy Efficiency for Existing Buildings Energy-4: Solar Installation for New Housing Energy-5: Solar Installation for New Commercial Energy-7: Solar Installation for Existing Housing Energy-8: Solar Installation for Existing Commercial/Industrial
On-Road Transportation	
OnRoad-1 Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Transportation-2: Smart Bus Technologies
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	N/A
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	Waste-2: Waste Diversion
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	N/A
Wastewater Management	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	Wastewater-4: Implement SB X7-7

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency Water-3: Water Efficient Landscaping Practices	Water-3: Water-Efficient Landscaping Practices Water-4: Implement SB X7-7
City of Chino Hills	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Energy-7: Solar Installation for Existing Housing
On-Road Transportation	
OnRoad-1 Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Transportation-2: Smart Bus Technologies
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	N/A
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	N/A
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	N/A
Wastewater Management	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	Wastewater-4: Implement SB X7-7
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency Water-3: Water Efficient Landscaping Practices	Water-4: Implement SB X7-7
City of Colton	
Energy Efficiency	
Energy-1 Building Energy Efficiency	Energy-1: Energy Efficiency for Existing Buildings

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Energy-2: Outdoor Lighting Energy-4: Solar Installation for New Housing Energy-8: Solar Installation for Existing Commercial/Industrial
On-Road Transportation	
OnRoad-1 Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Transportation-1: Sustainable Communities Strategy Transportation-2: Smart Bus Technologies
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	Waste-2: Waste Diversion
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	N/A
Wastewater Management	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	Wastewater-1: Methane Recovery
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency Water-3: Water Efficient Landscaping Practices	Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-3: Water-Efficient Landscaping Practices Water-4: SB X7-7
City of Fontana	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens	Energy-2: Outdoor Lighting

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
Energy-10: Urban Tree Planting for Shading and Energy Savings	
On-Road Transportation	
OnRoad-1: Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Transportation-1: Sustainable Communities Strategy Transportation-2: Smart Bus Technologies
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	N/A
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	N/A
Agriculture	
Agriculture-3: Methane Capture at Large Dairies	N/A
Wastewater Management	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	Water-4: Implement SB X7-7
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency Water-3: Water Efficient Landscaping Practices	Water-4: Implement SB X7-7
City of Grand Terrace	
Energy Efficiency	
Energy-1: Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8: Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Energy-1: Energy Efficiency for Existing Buildings Energy-2: Outdoor Lighting Energy-4: Solar Installation for New Housing
On-Road Transportation	
OnRoad-1: Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Transportation-2: Smart Bus Technologies

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	N/A
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	N/A
Wastewater Management	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	Water-4: Implement SB-X7-7
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency Water-3: Water Efficient Landscaping Practices	Water-4: Implement SB X7-7
City of Hesperia	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Energy-1: Energy Efficiency for Existing Buildings Energy-2: Outdoor Lighting Energy-4: Solar Installation for New Housing Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8: Solar Installation for Existing Commercial/Industrial
On-Road Transportation	
OnRoad-1 Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Transportation-1: Sustainable Communities Strategy
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	OffRoad-1: Electric-Powered Construction Equipment OffRoad-3: Electric Landscaping Equipment
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	Waste-2: Waste Diversion
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	N/A

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
Wastewater Management	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	Wastewater-1: Methane Recovery
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency Water-3: Water Efficient Landscaping Practices	Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to Achieve Higher Levels of Water Efficiency Water-3: Water-Efficient Landscaping Practices
City of Highland	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Energy-4: Solar Installation for New Housing Energy-5: Solar Installation for New Commercial
On-Road Transportation	
OnRoad-1 Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Transportation-2: Smart Bus Technologies
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	OffRoad-2: Idling Ordinance
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	N/A
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	N/A
Wastewater Management	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	Water-4: Implement SB X7-7
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction	Water-4: Implement SB X7-7

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency Water-3: Water Efficient Landscaping Practices	
City of Loma Linda	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Energy-1: Energy Efficiency for Existing Buildings Energy-2: Outdoor Lighting Energy-4: Solar Installation for New Housing Energy-5: Solar Installation for New Commercial Energy-7: Solar Installation for Existing Housing Energy-8: Solar Installation for Existing Commercial/Industrial
On-Road Transportation	
OnRoad-1 Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Transportation-1: Sustainable Communities Strategy Transportation-2: Smart Bus Technologies
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	Waste-2: Waste Diversion
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	N/A
Wastewater Treatment	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	N/A
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency	Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to Achieve Higher Levels of Water Efficiency Water-3: Water-Efficient Landscaping Practices
City of Montclair	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial	Energy-2: Outdoor Lighting Energy-4: Solar Installation for New Housing

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8: Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	
On-Road Transportation	
OnRoad-1: Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Transportation-1: Sustainable Communities Strategy Transportation-2: Smart Bus Technologies
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	OffRoad-2: Idling Ordinance
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	Waste-2: Waste Diversion
Agriculture	
Agriculture-3: Methane Capture at Large Dairies	
Wastewater Treatment	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	Water-4: Implement SB X7-7
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency	Water-4: Implement SB X7-7
City of Needles	
Energy Efficiency	
Energy-1: Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8: Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Energy-1: Energy Efficiency for Existing Buildings Energy-2: Outdoor Lighting Energy-4: Solar Installation for New Housing Energy-5: Solar Installation for New Commercial Energy-7: Solar Installation for Existing Housing Energy-8: Solar Installation for Existing Commercial/Industrial
On-Road Transportation	
OnRoad-1: Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit	N/A

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	N/A
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	N/A
Wastewater Treatment	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	Wastewater-Methane Recovery
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency	N/A
City of Ontario	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Energy-1: Energy Efficiency for Existing Buildings Energy-2: Outdoor Lighting Energy-4: Solar Installation for New Housing Energy-5: Solar Installation for New Commercial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8: Solar Installation for Existing Commercial/Industrial
On-Road Transportation	
OnRoad-1 Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Transportation-1: Sustainable Communities Strategy Transportation-2: Smart Bus Technologies
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment
Solid Waste Management	
Waste-1: Methane Capture – Local	Waste-2: Waste Diversion

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
Waste-2: Waste Diversion and Reduction	
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	N/A
Wastewater Treatment	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	N/A
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency	Water-2: Renovate Existing Buildings to Achieve Higher Levels of Water Efficiency Water-3: Water-Efficient Landscaping Practices Water-4: Implement SB X7-7
City of Rancho Cucamonga	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Energy-1: Energy Efficiency for Existing Buildings Energy-4: Solar Installation for New Housing Energy-5: Solar Installation for New Commercial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8: Solar Installation for Existing Commercial/Industrial
On-Road Transportation	
OnRoad-1 Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Transportation-1: Sustainable Communities Strategy Transportation-2: Smart Bus Technologies
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	N/A
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	Waste-2: Waste Diversion
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	N/A
Wastewater Treatment	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	
Water	

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency	Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-3: Water-Efficient Landscaping Practices Water-4: Implement SB X7-7
City of Redlands	
Energy Efficiency	
N/A	N/A
On-Road Transportation	
Pedestrian Improvements and Increased Connectivity Bikeway System Improvements Traffic Calming Parking Facilities and Policies Transportation Improvements Pedestrian Improvements and Increased Connectivity	Transportation-1: Sustainable Communities Strategy Transportation-2: Smart Bus Technologies
Off-Road Equipment	
N/A	N/A
Solid Waste Management	
N/A	N/A
Agriculture	
N/A	N/A
Wastewater Treatment	
N/A	Water-4: Implement SB X7-7
Water	
N/A	Water-4: Implement-SB X7-7
City of Rialto	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Energy-1: Energy Efficiency for Existing Buildings Energy-4: Solar Installation for New Housing Energy-5: Solar Installation for New Commercial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8: Solar Installation for Existing Commercial/Industrial Energy-9: Co-Generation Facilities
On-Road Transportation	
OnRoad-1 Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Transportation-1: Sustainable Communities Strategy Transportation-2: Smart Bus Technologies
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance
Solid Waste Management	

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	N/A
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	N/A
Wastewater Treatment	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	Wastewater-1: Methane Recovery
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency	Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-3: Water-Efficient Landscaping Practices Water-4: Implement SB X7-7
City of San Bernardino	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Energy-1: Energy Efficiency for Existing Buildings Energy-4: Solar Installation for New Housing Energy-5: Solar Installation for New Commercial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8: Solar Installation for Existing Commercial/Industrial
On-Road Transportation	
OnRoad-1 Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Transportation-1: Sustainable Communities Strategy Transportation-2: Smart Bus Technologies
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	Waste-2: Waste Diversion
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	N/A
Wastewater Treatment	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	N/A
Water	

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency	Water-2: Renovate Existing Buildings to Achieve Higher Levels of Water Efficiency Water-3: Water-Efficient Landscaping Practices Water-4: Implement SB X7-7
City of Twentynine Palms	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Energy-1: Energy Efficiency for Existing Buildings Energy-4: Solar Installation for New Housing Energy-5: Solar Installation for New Commercial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8: Solar Installation for Existing Commercial/Industrial Energy-9: Co-Generation Facilities
On-Road Transportation	
OnRoad-1 Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	N/A
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	Waste-2: Waste Diversion
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	N/A
Wastewater Treatment	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	N/A
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency	Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to Achieve Higher Levels of Water Efficiency Water-3: Water-Efficient Landscaping Practices
City of Upland	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency	Not Applicable

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	
On-Road Transportation	
OnRoad-1 Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Not Applicable
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	Not Applicable
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	Not Applicable
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	Not Applicable
Wastewater Treatment	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	Not Applicable
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency	Not Applicable
City of Victorville	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Energy-1: Energy Efficiency for Existing Buildings Energy-4: Solar Installation for New Housing Energy-5: Solar Installation for New Commercial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8: Solar Installation for Existing Commercial/Industrial Energy-9: Co-Generation Facilities
On-Road Transportation	

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
OnRoad-1: Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Transportation-1: Sustainable Communities Strategy
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	Waste-2: Waste Diversion
Agriculture	
Agriculture-3: Methane Capture at Large Dairies	
Wastewater Treatment	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	Wastewater-2: Methane Recovery
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency	Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to Achieve Higher Levels of Water Efficiency Water-3: Water-Efficient Landscaping Practices Water-4: Implement SB X7-7
City of Yucaipa	
Energy Efficiency	
Energy-1: Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8: Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Energy-7: Solar Installation for Existing Housing Energy-8: Solar Installation for Existing Commercial/Industrial
On-Road Transportation	
OnRoad-1: Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Transportation-2: Smart Bus Technologies
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment	N/A

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	N/A
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	N/A
Wastewater Treatment	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	Water-4: Implement SB X7-7
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency	Water-3: Water-Efficient Landscaping Practices Water-4: Implement SB X7-7
Town of Yucca Valley	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Energy-1:Energy Efficiency for Existing Buildings Energy-5: Solar Installation for New Commercial Energy-7: Solar Installation for Existing Housing
On-Road Transportation	
OnRoad-1 Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	N/A
Off-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	N/A
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	N/A
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	
Wastewater Treatment	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants	Water-4: Implement SB X7-7

**Table A: 2021 Regional GHGRP and 2014 Regional GHGRP GHG Reduction Measures
Comparison by Jurisdiction**

2021 Regional GHGRP Reduction Measures	2014 Regional GHGRP Reduction Measures
Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency	Water-4: Implement SB X7-7
Unincorporated San Bernardino County	
Energy Efficiency	
Energy-1 Building Energy Efficiency Energy-2: Lighting Efficiency Energy-3: All Electric Buildings Energy-5: Renewable Energy – New Commercial/Industrial Energy-6: Solar Energy for Warehouse Space Energy-7: Solar Installation for Existing Housing Energy-8 Solar Installation for Existing Commercial/Industrial Energy-9: Rooftop Gardens Energy-10: Urban Tree Planting for Shading and Energy Savings	Not Applicable
On-Road Transportation	
OnRoad-1 Alternative Fueled Transit Fleets OnRoad-2: Encourage Use of Mass Transit OnRoad-3: Transportation Demand Management and Synchronization OnRoad-4: Expand Bike Routes OnRoad-5: Community Fleet Electrification	Not Applicable
On-Road Equipment	
OffRoad-1: Electric-Powered Construction Equipment OffRoad-2: Idling Ordinance OffRoad-3: Electric Landscaping Equipment	Not Applicable
Solid Waste Management	
Waste-1: Methane Capture – Local Waste-2: Waste Diversion and Reduction	Not Applicable
Agriculture	
Agriculture-3 Methane Capture at Large Dairies	Not Applicable
Wastewater Treatment	
Wastewater-1: Methane Recovery at Wastewater Treatment Plants Wastewater-2: Equipment Upgrades and Wastewater Treatment Plants	Not Applicable
Water	
Water-1: Require Tier 1 Voluntary CALGreen Standards for New Construction Water-2: Renovate Existing Buildings to achieve Higher Levels of Water Efficiency	Not Applicable

Sources: Regional GHGRP, 2014, Final Regional GHGRP, 2021

Apply Valley, Big Bear Lake, Upland and the Unincorporated San Bernardino County did not participate in the 2014 Regional GHGRP.

Table B: 2021 Regional GHRP Emission Reductions by Jurisdiction

Jurisdiction	2016 Emissions (MT CO ₂ e)	2030 BAU (MT CO ₂ e)	2030 Reductions (MT CO ₂ e)	2030 Emissions with 2021 Regional GHGRP (MT CO ₂ e)	Reduction (percent)	Goal	Goal Met?	Reductions Beyond Goal
City of Adelanto	191,431	273,216	150,349	122,867	55.0%	128,180	Yes	5,313
Town of Apple Valley	455,802	544,216	250,543	293,673	46.0%	321,930	Yes	28,257
City of Barstow	192,539	232,535	111,285	121,251	47.9%	122,395	Yes	1,145
City of Big Bear Lake	105,769	115,809	48,501	67,308	41.9%	75,514	Yes	8,205
City of Chino	736,215	785,555	309,020	476,535	39.3%	537,964	Yes	61,429
City of Chino Hills	438,898	434,884	155,345	279,539	35.7%	308,290	Yes	228,751
City of Colton	448,948	529,453	227,979	298,474	43.3%	357,876	Yes	59,402
City of Fontana	1,130,927	1,301,505	649,550	651,955	49.9%	698,844	Yes	37,889
City of Grand Terrace	78,066	90,587	43,268	47,319	47.8%	47,391	Yes	72
City of Hesperia	593,369	710,136	361,125	349,011	50.9%	363,195	Yes	14,184
City of Highland	218,940	251,432	137,168	114,264	54.6%	131,364	Yes	17,100
City of Loma Linda	203,924	202,951	81,381	121,570	40.1%	189,655	Yes	68,095
City of Montclair	254,852	260,101	116,754	143,346	44.9%	152,911	Yes	9,565
City of Needles	26,247	43,847	21,086	22,761	48.1%	22,743	Yes	18
City of Ontario	2,091,964	2,260,363	1,039,373	1,220,991	45.6%	1,255,179	Yes	34,188
City of Rancho Cucamonga	1,495,685	1,570,575	677,803	892,771	43.2%	897,411	Yes	4,640
City of Redlands	-	-	-	-	-	-	-	-
City of Rialto	508,304	575,269	290,077	285,192	50.4%	304,983	Yes	19,791
City of San Bernardino	1,440,525	1,553,719	736,367	817,352	47.4%	864,315	Yes	46,963
City of Twentynine Palms	125,545	156,802	77,928	78,874	49.7%	79,123	Yes	249
City of Upland	501,746	536,496	257,955	278,541	48.1%	301,048	Yes	22,507
City of Victorville	889,825	1,066,792	499,257	567,534	46.8%	568,498	Yes	963
City of Yucaipa	280,522	336,285	172,001	164,285	51.1%	179,522	Yes	15,237
Town of Yucca Valley	172,732	193,090	98,836	94,254	51.2%	106,543	Yes	12,289
Unincorporated San Bernardino County	2,873,469	3,051,959	1,299,521	1,752,437	42.6%	1,754,098	Yes	1,660

Source: Final Regional GHGRP, 2021

Table C: Emissions Forecasts with Implementation of the Redlands Climate Action Plan

Year	Emissions (MT CO ₂ e per year)	Emissions per capita with CAP Implementation (MT CO ₂ e capita per year)	Emissions Targets (MT CO ₂ e capita per year)
2015	419,417	6.1	-
2030	362,092	4.8	6.0
2035	359,358	4.5	5.0

Source: Final Regional GHGRP, 2021

Attachment B**ENVIRONMENTAL CHECKLIST
PURSUANT TO CEQA GUIDELINES SECTION 15164**

Per State CEQA Guidelines Section 15164(a), “the lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred”. This checklist confirms that the proposed 2021 Regional Greenhouse Gas Reduction Plan (2021 Regional GHGRP, proposed project) described in Attachment A, is within the scope of the 2014 Regional Greenhouse Gas Reduction Plan Environmental Impact Report (Regional GHGRP EIR)¹. This Environmental Checklist supports the finding that the proposed project would not result in new or substantially more severe significant effects, and no new mitigation measures are required for the proposed project. In accordance with CEQA Guidelines Section 21094(c) and CEQA Guidelines Section 15152(a), this Addendum tiers off the Regional GHGRP EIR, which is hereby incorporated by reference.

This environmental checklist is used to: 1) compare the environmental impacts of the proposed project with impacts expected to result from implementation of the 2014 GHGRP evaluated in the Regional GHGRP EIR; 2) demonstrate that the proposed project would not result in new or more severe significant environmental impacts; 3) provide new or revised mitigation measures not identified in the Regional GHGRP EIR, and 4) demonstrate that no substantial changes with respect to the circumstances under which the project would be undertaken since the Regional GHGRP EIR was certified resulted in new or more severe significant environmental effects.

In summary, no new or more severe significant impacts were identified for the 2021 Regional GHGRP that were not identified and mitigated in the Regional GHGRP EIR, and no new mitigation measures would be required for the proposed project. The 2014 Regional GHGRP established the County’s regional sustainability and conservation measures based on baseline greenhouse gas (GHG) emissions from 2008 and developed a 2020 forecast greenhouse gas (GHG) emission reduction target below 2008 baseline levels in accordance with the State reduction goals in Assembly Bill (AB) 32. The 2021 Regional GHGRP considers the previous GHG reduction targets identified in the 2014 Regional GHGRP and proposes new targets that are consistent with updates in State climate change regulations in order to meet the requirements of Senate Bill (SB) 32. For all environmental topics addressed in the following checklist, there have been no substantial changes in environmental circumstances that would result in new or more severe significant environmental effects than were identified and evaluated in the Regional GHGRP EIR. Therefore, no subsequent EIR or further CEQA evaluation is required for the 2021 Regional GHGRP.

¹ San Bernardino Associated Governments (SANBAG), 2014. *San Bernardino County Regional Greenhouse Gas Emissions Inventories and Reduction Plan Environmental Impact Report*. SCH No. 2012111046. February.



This page intentionally left blank

1.1 AESTHETICS

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a. Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.1.1 Discussion

1.1.1.1 Scenic Vistas

As discussed in the Regional GHGRP EIR, while the 2014 Regional GHGRP does not propose specific development, implementation of GHG reduction measures, such as solar energy systems/photovoltaic arrays, energy-efficiency or energy-generating facilities, park-and-ride lots, pedestrian/bicycle enhancements, could result in development which could alter the integrity of scenic vistas within the County's 25 jurisdictions if not properly sited and designed. However, the Regional GHGRP EIR found that with compliance with General Plan policies and implementation of mitigation measures in the cities of Chino (MM4.3.1-1a through MM4.3.1-1c), Ontario, (MM4.13.1-1a and MM4.13.1-1Bb, Rancho Cucamonga (MM4.14.1-1a through MM4.14.1-1c), San Bernardino (MM4.17.1-1a through MM4.17.1-1c), and Twentynine Palms (MM4.18.1-1a), implementation of the 2014 Regional GHGRP would avoid or minimize impacts to scenic vistas. As such, impacts were found to be less than significant with mitigation incorporated.

Similar to the 2014 Regional GHGRP, future development within the 25 jurisdictions associated with implementation of the 2021 Regional GHGRP could cause potential impacts to scenic views. However, implementation of the GHG reduction measures outlined in the 2021 Regional GHGRP would also be subject to implementation of General Plan policies and mitigation measures in the cities of Chino (MM4.3.1-1a through MM4.3.1-1c), Ontario, (MM4.13.1-1a and MM4.13.1-1Bb, Rancho Cucamonga (MM4.14.1-1a through MM4.14.1-1c), San Bernardino (MM4.17.1-1a through MM4.17.1-1c), and Twentynine Palms (MM4.18.1-1a) to avoid and minimize impacts to scenic vistas. As such, impacts associated with the proposed project would not result in new or more severe impacts to scenic vistas beyond those identified in the Regional GHGRP EIR.

1.1.1.2 Scenic Resources

As discussed in the Regional GHGRP EIR, implementation of the 2014 Regional GHGRP would not propose any new development that would damage scenic resources within a State Scenic Highway in any of the 25 jurisdictions, since implementation of GHG reduction measures would be required to comply with design regulations and permitting, General Plan policies, and Municipal Code requirements. As such, the Regional GHGRP EIR found that compliance with design regulations and permitting, General Plan policies, and Municipal Code standards would reduce impacts on an Eligible State Scenic Highway corridor to a level that is less than significant.

Implementation of the 2021 Regional GHGRP would also not propose any new development that would damage scenic resources within a State Scenic Highway. In addition, implementation of future development under the 2021 Regional GHGRP would also be required to comply with design regulations and permitting, General Plan policies, and Municipal Code standards. As such, impacts associated with the proposed project would not result in new or more severe impacts to scenic resources beyond those identified in the Regional GHGRP EIR.

1.1.1.3 Visual Character

The GHGRP EIR found that the visual character of the 25 Jurisdictions have already been established, through urbanized locations and natural vegetation. In addition, the Regional GHGRP EIR found that although the 2014 Regional GHGRP does not proposed specific development, it establishes GHG reduction measures that encourage energy-saving retrofits to existing buildings and incorporation of energy-generating components in new construction, such as solar arrays. These structures would likely be visible to visitors, employees, and residents, and screening would inhibit energy production. In addition, renewable energy generating facilities could be developed in open space areas that would introduce man-made structures into a natural setting. Depending on the size and mass of these energy-generating components, future redevelopment or development could result in degradation of the visual character and quality of an individual site and its surroundings. The Regional GHGRP EIR determined that with compliance with General Plan policies, Municipal Code standards, and design guidelines and implementation of mitigation measures in the cities of Chino, (MM4.3.1-2a through MM4.3.1-2f), Ontario (MM4.13.1-2a through MM4.13.1-2d), Rancho Cucamonga (MM4.14.1-2a through MM4.14.1-2f), and San Bernardino (MM4.14.1-2a through MM4.17.1-2f), would reduce potential impacts to visual character. As such, impacts were determined to be less than significant with mitigation incorporated.

Implementation of 2021 Regional GHGRP would also include GHG reduction measures that could result in structures that would likely be visible to visitors, employees, and residents and introduce man-made structures into a natural setting. Implementation of the GHG reduction measures included in the 2021 Regional GHGRP would also be required to comply with General Plan policies, Municipal Code standards, and design guidelines and implement mitigation measures in the cities of Chino, (MM4.3.1-2a through MM4.3.1-2f), Ontario (MM4.13.1-2a through MM4.13.1-2d), Rancho Cucamonga (MM4.14.1-2a through MM4.14.1-2f), and San Bernardino (MM4.14.1-2a through MM4.17.1-2f) to avoid and minimize impacts to visual character. As such, impacts associated with the proposed project would not result in new or more severe impacts to visual character beyond those identified in the Regional GHGRP EIR.

1.1.1.4 Light and Glare

The Regional GHGRP EIR found that the developed portions of the 25 Jurisdictions contain numerous sources of light and glare from streetlights, freestanding lights, building-mounted lights, illuminated signage, reflective building materials, and vehicular headlights and the undeveloped portions of the 25 Jurisdictions contain few, if any, sources of light and glare. As identified in the Regional GHGRP EIR, implementation of the 2014 Regional GHGRP could result in energy-efficient or energy-generating rooftop structures such as photovoltaic arrays on or adjacent to existing and new buildings. Rooftop solar panels, to be effective, must be oriented to maximize solar radiation absorption. Solar panels are designed to maximize sunlight absorption and are generally constructed of dark, light-absorbing materials and are composed of a minimum of reflective surfaces. As such, it was determined that solar arrays would result in an increased amount of glare even if they were oriented in such a way as to face sensitive receptors or motorists. The Regional GHGRP determined that with compliance with General Plan policies and Municipal Code standards and implementation of Mitigation Measures in the cities of Chino (MM4.3.1-3a and MM4.3.1-3b), Ontario (MM4.13.1-3a and MM4.13.1-3b), Rancho Cucamonga (MM4.14.1-3a and MM4.14.1-3b), San Bernardino (MM4.17.1-3a and MM4.17.1-3b), and Twentynine Palms (MM4.18.1-2a), impacts would be less than significant with mitigation incorporated.

Similar to the 2014 Regional GHGRP, implementation of the 2021 Regional GHGRP would facilitate energy reduction strategies and development such as renewable energy generating facilities that could potentially increase light and glare. In addition, installation of cool roofs and cool pavement and solar panels on homes and businesses are encouraged to reduce the urban heat island effect and the dependence on energy sources that produce GHGs. Cool roofs and cool pavement are built from materials with high thermal emittance and high solar reflectance—or albedo—to help reflect sunlight (and the associated energy) away from a building or roadway. The cool roofing and paving materials are lighter in color and more reflective than traditional roofing and paving materials; however, their reflective properties do not produce substantial glare. In addition, solar panels can reflect sunlight when the sun is at an angle to the solar panel in relationship to the viewer. However, the reflectance would be temporary and not occur at night. Through implementation compliance of regulations and standards, small-scale solar installments would not result in substantial sources of light or daytime glare. Thus, their placement and orientation on individual properties would not result in a substantial adverse effect on daytime or nighttime views in the area. Large solar arrays may result in noticeable glare during the day and wind energy systems as accessory structures may require nighttime lighting that could affect neighboring land uses and/or motorists. These impacts would be evaluated at such time as a specific project is proposed.

Implementation of the 2021 Regional GHGRP would also be required to comply with General Plan policies and Municipal Code standards and implement Mitigation Measures in the cities of Chino (MM4.3.1-3a and MM4.3.1-3b), Ontario (MM4.13.1-3a and MM4.13.1-3b), Rancho Cucamonga (MM4.14.1-3a and MM4.14.1-3b), San Bernardino (MM4.17.1-3a and MM4.17.1-3b), and Twentynine Palms (MM4.18.1-2a). As such, the proposed project would not result in new or more severe impacts related to light and glare more severe than beyond those identified in the Regional GHGRP EIR.

1.1.2 Applicable Mitigation

The following mitigation measures from the Regional GHGRP EIR would remain applicable to the proposed project as provided below.

City of Chino

- **MM4.3.1-1a:** Renewable energy generating facilities shall be placed or constructed below any major ridgeline when viewed from any designated scenic corridor as identified in the General Plan.
- **MM4.3.1-1b:** Renewable energy generating facilities shall not be:
 - Located within a scenic corridor as identified in the General Plan.
 - Located in an area that would substantially obstruct views of adjacent property owners.
 - Allowed in areas where prohibited by the Alquist-Priolo Earthquake Fault Zoning Act, the terms of any easement, or the listing of the proposed site in the National Register of Historic Places or the California Register of Historical Resources, or on the City's Historic Inventory.
- **MM4.3.1-1c:** Renewable energy generating facilities shall be limited to a height of 80 feet on parcels between one and 5 acres, and limited to a height of 100 feet on parcels greater than 5 acres.
- **MM4.3.1-2a:** The minimum setback from any nonresidential property line shall be equal to the renewable energy system height.
- **MM4.3.1-2b:** The minimum setback of a commercial-scale renewable energy system from any residential property line shall be at least 1,500 feet.
- **MM4.3.1-2c:** On open space, only one renewable energy system unit per 10 acres shall be allowed. Units shall be installed with at least 240 feet separation from each other. If the units are to 50 feet in height, a maximum of two units may be installed for every 5 acres. For every additional 5 acres, one additional unit may be added not to exceed a maximum of five units and the separation between the units may be reduced to twice the height of the systems.
- **MM4.3.1-2d:** Renewable energy generating facilities not incorporated into the building, or part of the parking structure, or considered an accessory structure to an existing residence shall be prohibited in urbanized residential neighborhoods.
- **MM4.3.1-2e:** Residential properties less than 5 acres shall be limited to one accessory wind energy system that shall not exceed the height of the zone in which it is located.
- **MM4.3.1-2f:** Residential properties that are 5 acres and more shall be limited to two accessory wind energy systems that shall not exceed the height of the zone in which it is located.

- **MM4.3.1-3a:** All proposed energy-generating structures shall be constructed utilizing non-reflective materials to the maximum extent feasible. If a reflective material is used, building permits to ensure that appropriate shielding and placement of such structures are included in design plans.
- **MM4.3.1-3b:** All proposed energy-generating structures in open spaces areas shall not be lighted unless required by code or regulation.

City of Ontario

- **MM4.13.1-1a:** Renewable energy generating facilities shall require additional review when located within a scenic corridor as identified in the Ontario General Plan.
- **MM4.13.1-1b:** Renewable energy generating facilities shall comply with applicable standards as identified through the comprehensive update of the city's development code subsequent to City CAP approval.
- **MM4.13.1-2a:** The minimum setback from any non-residential property line shall be equal to the renewable energy system height.
- **MM4.13.1-2b:** The minimum buffer or setback of a commercial-scale renewable energy system from any residential property line shall be at least 1,500 feet. Subsequent to the City CAP approval, a comprehensive update of the city's development code shall occur.
- **MM4.13.1-2c:** Renewable energy generating facilities not incorporated into the building, or part of the parking structure, or considered an accessory structure to an existing residence shall be prohibited in urbanized residential neighborhoods.
- **MM4.13.1-2d:** Residential properties shall be limited to one wind energy system per 5 acres and shall not exceed the height of the zone in which it is located.
- **MM4.13.1-3a:** All proposed energy-generating structures shall be constructed utilizing non-reflective materials to the maximum extent feasible. If a reflective material is used, appropriate shielding shall be placed or the structure relocated to reduce the amount of visible glare. The City shall review all discretionary projects prior to issuance of building permits to ensure that appropriate shielding and placement of such structures are included in design plans.
- **MM4.13.1-3b:** All proposed energy-generating structures in open spaces areas shall not be lighted unless required by the City.

City of Rancho Cucamonga

- **MM4.14.1-1a:** Renewable energy generating facilities shall be placed or constructed below any major ridgeline when viewed from any designated scenic corridor as identified in the General Plan.

- **MM4.14.1-1b:** Renewable energy generating facilities shall not be:
 - Located within a scenic corridor as identified in the General Plan
 - Located in an area that would substantially obstruct views of adjacent property owners
 - Allowed in areas where prohibited by the Alquist-Priolo Earthquake Fault Zoning Act, the terms of any easement, or the listing of the proposed site in the National Register of Historic Places or the California Register of Historical Resources, or on the City's Historic Inventory
- **MM4.14.1-1c:** The installation of alternative energy systems and facilities shall be subject to the development standards of the Rancho Cucamonga Development Code Section 17.76 relating to Development Standards for Solar Systems (17.76.020) and Development Standards for Wind Energy Systems (17.76.030).
- **MM4.14.1-2a:** Development Standards for Wind Energy Systems (17.76.030) establish requirements for the installation of wind energy systems on residentially and industrially zoned properties. Development standards are included for the operation and installation of wind energy systems.
- **MM4.14.1-2b:** Within residential districts, free standing renewable energy generating systems shall be limited to a maximum of 40 feet above the highest grade level, and roof mounted renewable energy generating systems shall be limited to a maximum height of 15 feet above the structure on which the system is located.
- **MM4.14.1-2c:** Within residential districts, the maximum number of renewable energy generating facilities is limited to one (1) freestanding or two (2) roof mounted systems.
- **MM4.14.1-2d:** Within industrial districts, free standing renewable energy generating systems shall be limited to a maximum height of 80 feet above the highest grade level, and roof mounted renewable energy generating systems shall be limited to a maximum height of 15 feet above the structure on which the system is mounted.
- **MM4.14.1-2e:** Within industrial districts, the maximum number of renewable energy generating systems is two (2) freestanding or four (4) roof-mounted systems.
- **MM4.14.1-3a:** Structural components including, but not limited to, towers and blades shall be of a nonreflective, unobtrusive color. The City shall review all discretionary projects prior to issuance of building permits to ensure that appropriate shielding and placement of such structures are included in design plans.
- **MM4.14.1-3b:** Exterior lighting on any wind energy system shall be prohibited unless specifically required by the Federal Aviation Administration.

City of San Bernardino

- **MM4.17.1-1a:** Renewable energy generating facilities shall be placed or constructed below any major ridgeline when viewed from any designated scenic corridor as identified in the San Bernardino General Plan.
- **MM4.17.1-1b:** Renewable energy generating facilities shall not be:
 - Located within middle and background scenic view sheds as identified in General Plan
 - Located in an area that would substantially obstruct views of adjacent property owners
 - Allowed in areas where prohibited by the Alquist-Priolo Earthquake Fault Zoning Act, the terms of any easement, or the listing of the proposed site in the National Register of Historic Places or the California Register of Historical Resources, or on the City's Historic Inventory
- **MM4.17.1-1c:** Renewable energy generating facilities shall be limited to a height of 80 feet on parcels between one and 5 acres, and limited to a height of 100 feet on parcels greater than 5 acres.
- **MM4.17.1-2a:** The minimum setback from any non-residential property line shall be equal to the renewable energy system height.
- **MM4.17.1-2b:** The minimum setback of a commercial-scale renewable energy system from any residential property line shall be at least 1,500 feet.
- **MM4.17.1-2c:** On open space, only one renewable energy system unit per 10 acres shall be allowed. Units shall be installed with at least 240 feet separation from each other. If the units are to 50 feet in height, a maximum of two units may be installed for every 5 acres. For every additional 5 acres, one additional unit may be added not to exceed a maximum of five units and the separation between the units may be reduced to twice the height of the systems.
- **MM4.17.1-2d:** Renewable energy generating facilities not incorporated into the building, or part of the parking structure, or considered an accessory structure to an existing residence shall be prohibited in urbanized residential neighborhoods.
- **MM4.17.1-2e:** Residential properties less than 5 acres shall be limited to one accessory wind energy system that shall not exceed the height of the zone in which it is located.
- **MM4.17.1-2f:** Residential properties that are 5 acres and more shall be limited to two accessory wind energy systems that shall not exceed the height of the zone in which it is located.
- **MM4.17.1-3a:** All proposed energy-generating structures shall be constructed utilizing non-reflective materials to the maximum extent feasible. If a reflective material is used, appropriate shielding shall be placed or the structure relocated to reduce the amount of visible glare. The City shall review all discretionary projects prior to issuance of building permits to ensure that appropriate shielding and placement of such structures are included in design plans.

- **MM4.17.1-3b:** All proposed energy-generating structures in open spaces areas shall not be lighted unless required by code or regulation.

City of Twentynine Palms

- **MM4.18.1-1a:** Renewable energy generating facilities shall not be located within the City of Twentynine Palms.
- **MM4.18.1-2a:** All proposed energy-generating structures shall be constructed utilizing non-reflective materials to the maximum extent feasible. If a reflective material is used, appropriate shielding shall be placed or the structure relocated to reduce the amount of visible glare. The City shall review all discretionary projects prior to issuance of building permits to ensure that appropriate shielding and placement of such structures are included in design plans.

1.1.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts. There would be no new impacts related to aesthetics associated with the proposed project.

1.2 AGRICULTURE AND FORESTRY RESOURCES

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.2.1 Discussion

1.2.1.1 Conversion of Farmland

As discussed in the Regional GHGRP EIR, implementation of the 2014 Regional GHGRP includes measures that may result in the densification and development of transit oriented development near transit stations in commercial/residential mixed use development within the urbanized portions of the 25 jurisdictions, but these areas near transit or urbanized mixed use development do not include changing any existing agricultural lands. The Regional GHGRP EIR also found that implementation of the 2014 Regional GHGRP includes energy efficiency retrofits of existing buildings, but does not convert any agricultural use to a nonagricultural use. In addition, the Regional GHGRP EIR found that implementation of the 2014 Regional GHGRP includes renewable energy generation facilities, which would be complementary to agricultural uses and would not be the primary use on agricultural land, such as a solar or wind farm, and would not change or convert agricultural land to non-agricultural use or in any way degrade an agricultural use. As such, the Regional GHGRP EIR determined that implementation of the 2014 Regional GHGRP would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to nonagricultural use. The Regional GHGRP EIR found that there would be no impact or a less-than-significant impact and no mitigation was required.

Similar to the 2014 Regional GHGRP, implementation of the 2021 Regional GHGRP would not include changing any existing agricultural lands or convert any agricultural use to a nonagricultural use. As such, the proposed project would not result in new or more severe impacts related to the conversion of farmland more severe than beyond those identified in the Regional GHGRP EIR.

1.2.1.2 Conflict with Zoning for Agricultural Use or a Williamson Act Contract

The Regional GHGRP EIR found that the 2014 Regional GHGRP includes implementation strategies that include energy retrofits of existing buildings and would not conflict with zoning for agricultural use or with existing Williamson Act contracts. As such, the Regional GHGRP EIR found that there would be no impact or a less-than-significant impact and no mitigation was required.

Future developments associated with the implementation of the 2021 Regional GHGRP would not change any of the 25 jurisdictions' land use designations that would conflict with existing zoning and/or Williamson Act contracts. As such, the proposed project would not result in new or more severe impacts related to the zoning for agricultural use or a Williamson Act Contract more severe than beyond those identified in the Regional GHGRP EIR.

1.2.1.3 Conflict with Zoning for Forest Land, Timberland, or Timberland Production

As discussed in the Regional GHGRP EIR, most of the 25 Jurisdictions do not contain forest land, timberland, or land zoned for timberland production. The cities of Colton and Grand Terrace contain forest land, however as identified in the Regional GHGRP EIR, none of the GHG reduction measures would involve forest land disturbance. As such, the Regional GHGRP EIR found that no impact would occur, and no mitigation was required.

Similar to the 2014 Regional GHGRP, implementation of the 2021 Regional GHGRP would not conflict with forest land, timberland, or land zoned for timberland production. As such, the proposed project would not result in impacts to forest land or timberland more severe than impacts identified in the Regional GHGRP EIR.

1.2.1.4 Result in the Loss of Forest Land

As discussed above, the proposed project would not convert forest land to non-forest use. Therefore, the proposed project would not result in impacts to forest land more severe than impacts identified in the Regional GHGRP EIR.

1.2.2 Applicable Mitigation

No mitigation was required for this topic in the Regional GHGRP EIR, and no new mitigation measures are required.

1.2.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts. There would be no new impacts related to agriculture and forestry resources associated with the proposed project.

1.3 AIR QUALITY

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Result in other emissions (such as those leading to odors) affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.3.1 Discussion

1.3.1.1 Clean Air Plan Consistency

The Regional GHGRP EIR addressed consistency with the South Coast Air Quality Management District's (SCAQMD) 2012 Air Quality Management Plan (2012 AQMP) guidelines and the Mojave Desert Air Quality Management District's (MDAQMD) air quality management plans. The SCAQMD and MDAQMD's air quality management plans are designed to achieve the federal and State Clean Air Act standards. For a project to be consistent with the air quality management plans, the pollutants emitted from the project should not exceed the SCAQMD and, MDAQMD daily threshold or cause a significant impact on air quality, or the project must already have been included in the air quality management plan projections.

As discussed in the Regional GHGRP EIR, implementation of the 2014 Regional GHGRP would include GHG reduction measures that would increase energy efficiency, reduce emissions from construction and landscaping equipment, and reduce vehicle miles traveled (VMT) and vehicular emissions. The Regional GHGRP EIR found that while these measures were formulated to reduce GHG emissions, they also would improve overall air quality by reducing emissions of criteria pollutants. As such, the Regional GHGRP EIR found that implementation of the 2014 Regional GHGRP would further the goals of the SCAQMD and MDAQMD's air quality management plans. As such, the Regional GHGRP EIR found that impacts would be less than significant and no mitigation was required.

SCAQMD approved the 2022 AQMP on December 2, 2022, which builds upon measures already in place from the previous AQMPs and includes a variety of additional strategies such as regulation, accelerated deployment of available cleaner technologies, best management practices, co-benefits from existing programs, incentives, and other measures. In the MDAQMD, the most recent air quality plans are the PM₁₀ Attainment Demonstration and Attainment Plan and the O₃ Attainment Plan. Similar to the 2014 Regional GHGRP, the 2021 Regional GHGRP also identifies GHG reduction measures that would increase energy efficiency, reduce emissions from construction and landscaping equipment, and reduce VMT and vehicular emissions. As such, implementation of the

2021 Regional GHGRP would also improve overall air quality by reducing emissions of criteria pollutants. Therefore, the proposed project would not lead to new or more severe impacts associated with clean air plan consistency beyond those identified in the Regional GHGRP EIR.

1.3.1.2 Criteria Pollutant Analysis

As discussed in the GHGRP, construction activities, such as building energy retrofits and grading or excavation activities, if required for installation of energy-generating structures or bicycle/pedestrian paths and transit infrastructure, would result in temporary, short-term emissions of air pollutants. However, the GHGRP found that these temporary, short-term emissions would not be substantial, and would be offset by the operation of energy-efficiency retrofits, renewable energy project, pedestrian and bicycle paths and transit infrastructure that are part of the reduction measures in the 2014 GHGRP EIR that would result in an overall reduction in both GHG and criteria pollutant emissions.

In addition, the Regional GHGRP EIR found that implementation of the 2014 Regional GHGRP would reduce criteria pollutant emissions resulting from buildout in the 25 jurisdictions; however, the new emissions from buildout of the General Plans would still exceed SCAQMD and MDAQMD thresholds. However, as identified in the Regional GHGRP, these significant impacts were addressed in the jurisdiction specific General Plan EIRs. As such, impacts from the 2014 Regional GHGRP would reduce criteria pollutants and benefit air quality in the 25 jurisdictions. As such, impacts were found to be less than significant and no mitigation was required.

Construction of specific projects related to the implementation of the 2021 Regional GHGRP would also result in temporary, short-term emissions of air pollutants. However, similar to the 2014 Regional GHGRP, these temporary, short-term emissions would not be substantial, and would be offset by the overall reduction in criteria pollutant emissions. As such, since implementation of the 2021 Regional GHGRP would also improve overall air quality by reducing emissions of criteria pollutants, impacts would remain less than significant. Therefore, the proposed project would not lead to new or more severe criteria pollutant impacts beyond those identified in the Regional GHGRP EIR.

1.3.1.3 Sensitive Receptors

The Regional GHGRP EIR found that the 2014 Regional GHGRP would reduce criteria pollutant emissions within the 25 jurisdictions. However, the cities of Fontana, Montclair, Ontario, Rancho Cucamonga, Rialto, and San Bernardino found that new transit-oriented development could result in emissions sources such as diesel-engines in close proximity to sensitive receptors such as residential land uses, which would increase the concentrations of air pollutants including diesel particulate matter (DPM) within the neighborhoods of transit-oriented development. However, the Regional GHGRP EIR found that with of mitigation measures in the cities of Fontana (MM4.6.3-1), Montclair (MM4.11.3-1), Ontario (MM4.13.3-1), Rancho Cucamonga (MM4.14.3-1), Rialto (MM4.16.3-1), and San Bernardino (MM4.173-1a and MM4.17.3-1b) impacts would be reduced to a less-than-significant level. The other jurisdictions found that the GHG reduction measures would not include any new facilities that would result in a new source of TAC emissions, including diesel particulate

matter. therefore, would not expose sensitive receptors to substantial pollutant concentrations. As such, impacts were found to be less than significant with mitigation incorporated.

Implementation of 2021 Regional GHGRP would also include GHG reduction measures that could result in new transit-oriented development could result in emissions sources such as diesel-engines in close proximity to sensitive receptors such as residential land uses, which would increase the concentrations of air pollutants including DPM within the neighborhoods of transit-oriented development. As such, the 2021 Regional GHGRP would also be required to implement mitigation measures in the cities of Fontana (MM4.6.3-1), Montclair (MM4.11.3-1), Ontario (MM4.13.3-1), Rancho Cucamonga (MM4.14.3-1), Rialto (MM4.16.3-1), and San Bernardino (MM4.17.3-1a and MM4.17.3-1b) to avoid and minimize impacts to sensitive receptors. As such, impacts associated with the proposed project would not result in new or more severe impacts to sensitive receptors beyond those identified in the Regional GHGRP EIR.

1.3.1.4 Odors

The GHGRP EIR found that implementation of the 2014 Regional GHGRP would not create objectional odors. Impacts were considered less than significant and no mitigation was required.

The 2021 Regional GHGRP does not propose strategies or measures that would directly or indirectly result in the creation of objectionable odors. Implementation of 2021 Regional GHGRP would include an increase of energy efficiency retrofits for existing residential and nonresidential buildings, all of which would be subject to SCAQMD and MDAQMD rules and General Plan policies listed in the GHGRP EIR to minimize objectionable odors. As such, the 2021 Regional GHGRP does not include projects that would result in other emissions (such as those leading to odors) adversely affecting a substantial number of people. Therefore, the proposed project would not lead to new or more severe odor impacts beyond those identified in the Regional GHGRP EIR.

1.3.2 Applicable Mitigation

Based on the analysis above, no substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the Regional GHGRP EIR was prepared leading to new or more severe significant impacts related to air quality, and no new mitigation measures are required. The following mitigation measures from the Regional GHGRP EIR would remain applicable to the proposed project as provided below.

City of Fontana

- **MM4.6.3-1:** Transit-oriented development near the Metrolink stations shall set back all sensitive land uses (residential, daycare facilities, schools, preschools, and eldercare facilities) at least 500 feet from the nearest railroad track to reduce concentrations of air pollution, to acceptable levels.

City of Montclair

- **MM4.11.3-1:** Transit-oriented development near the Metrolink Stations shall set back all sensitive land uses (residential, daycare facilities, schools, preschools, and eldercare facilities) at least 500 feet from the nearest railroad track to reduce concentrations of air pollution, to acceptable levels.

City of Ontario

- **MM4.13.3-1:** Transit-oriented development near the Metrolink Stations shall set back all sensitive land uses (residential, daycare facilities, schools, preschools, and eldercare facilities) at least 500 feet from the nearest rail yard to reduce concentrations of air pollution, to acceptable levels. As an alternative to the setback, an air toxics health risk assessment of sensitive land uses should be completed demonstrating that sensitive land uses closer than 500 feet from the nearest rail yard will not result in a cancer risk of 10 in a million, and a non-cancer health risk of 1 on the health hazard index. The methodology of the health risk analysis must follow the protocols found on the Office of Environmental Hazards Assessment (OEHHA).

City of Rialto

- **MM4.16.3-1:** Transit-oriented development near the Metrolink stations shall set back all sensitive land uses (residential, daycare facilities, schools, preschools, and eldercare facilities) at least 500 feet from the nearest railroad track to reduce concentrations of air pollution to acceptable levels.

City of San Bernardino

- **MM4.17.3-1a:** Transit-oriented development near the passenger rail stations shall set back all sensitive land uses (residential, daycare facilities, schools, preschools, and eldercare facilities) at least 500 feet from the nearest railroad track to reduce concentrations of air pollution, to acceptable levels.
- **MM4.17.3-1b:** Transit-oriented development would not be allowed in conjunction with the San Bernardino Santa Fe Depot.

1.3.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts. There would be no new impacts related to air quality associated with the proposed project.

1.4 BIOLOGICAL RESOURCES

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.4.1 Discussion

1.4.1.1 Candidate, Sensitive, or Special-Status Species

As discussed in the Regional GHGRP EIR, implementation of the 2014 Regional GHGRP would not directly result in removal of vegetation or wildlife in the 25 jurisdictions as the 2014 Regional GHGRP does not confer entitlements for development. The Regional GHGRP EIR found that implementation of the 2014 Regional GHGRP would include an increase in renewable energy sources, which could potentially be built on vacant land that might contain habitat as a variety of sensitive plant and animal species are found throughout the 25 Jurisdictions. The Regional GHGRP EIR found that renewable energy projects considered for approval on vacant land under the 2014 GHGRP would be required to provide independent CEQA review and would be required to comply with General Plan policies and the project approval processes. As such, the Regional GHGRP EIR determined that if sensitive species were found, the project proponent would be required to consult with the California Department of Fish and Wildlife (CDFW) and/or United States Fish and Wildlife Service (USFWS) regarding impacts to sensitive species and ensuing mitigation. The Regional GHGRP EIR found that with CEQA review for future development and compliance with General Plan policies and

implementation of mitigation measures in the City of Rialto (MM4.16.4-1a through MM4.16.4-1b), impacts would be less than significant.

Similar to the 2014 Regional GHGRP, future development within the 25 jurisdictions associated with implementation of the 2021 Regional GHGRP could be built on vacant land that might contain habitat and would have the potential to affect species identified as a candidate, sensitive, or special-status species. However, the proposed project does not include any specific projects, and future development associated with the 2021 Regional GHGRP would be reviewed based on, among other things, the effect on special-status species as a part of the development review process. In addition, the 2021 Regional GHGRP would also be subject to implementation of General Plan policies and mitigation measures in the City of Rialto (MM4.16.4-1a through MM4.16.4-2) to avoid and minimize impacts to special status species. As such, impacts associated with the proposed project would not result in new or more severe impacts to special status species beyond those identified in the Regional GHGRP EIR.

1.4.1.2 Riparian Habitat and or Other Sensitive Natural Communities

As identified in the Regional GHGRP EIR, implementation of the 2014 Regional GHGRP would not directly result in the removal of vegetation or wildlife within the 25 Jurisdictions because the 2014 Regional GHGRP does not confer entitlements for development. However, the Regional GHGRP EIR found that since the 2014 GHGRP does include an increase in renewable energy sources, which could potentially be built on vacant land within a riparian habitat. However, the Regional GHGRP EIR found that project proponents would be required to obtain permits from CDFW and undergo CEQA review. As such, the Regional GHGRP EIR found that with CEQA review for future development and compliance with General Plan policies and implementation of mitigation measures in the City of Rialto (MM4.16.4-1a and MM4.16.4-2), impacts would be less than significant.

Similar to the 2014 Regional GHGRP, future development within the 25 Jurisdictions associated with implementation of the 2021 Regional GHGRP could be built on vacant land that might contain riparian habitat. However, future development associated with the 2021 Regional GHGRP would be reviewed based on, among other things, the effect on riparian habitat as a part of the development review process. In addition, the 2021 Regional GHGRP would also be subject to implementation of General Plan policies and mitigation measures in the City of Rialto (MM4.16.4-1a and MM4.16.4-2) to avoid and minimize impacts to riparian habitat. As such, impacts associated with the proposed project would not result in new or more severe impacts to riparian habitat beyond those identified in the Regional GHGRP EIR.

1.4.1.3 State or Federally Protected Wetlands

The Regional GHGRP EIR found that implementation of the 2014 Regional GHGRP includes energy efficiency standards for new development, energy efficiency retrofits for existing buildings, water conservation measures, transportation measures to reduce trips and VMT, and waste diversion programs that are not likely to affect bodies of water or wetlands. In addition, as identified in the Regional GHGRP EIR, although these types of projects are not likely to affect bodies of water or

Wetlands, in the unlikely event that a renewable energy project results in impacts to federally protected wetlands or waters of the state, that project would be subject to approval by the United States Army Corps of Engineers (USACE) through a Section 404 Permit and/or approval by the CDFW through Streambed Alteration Agreements. If a Section 404 Permit from the USACE is required, a Section 401 Water Quality Certification will also be required from the Regional Water Quality Control Board (RWQCB). The applicable permits would require mitigation as determined by the USACE, RWQCB, and/or CDFW for any consequent impacts. With compliance with USACE, RWQCB, and/or CDFW requirements, impacts were found to be less than significant. In addition, the City of Rialto identified mitigation measures MM4.16.4-1a and MM4.16.4-2 to reduce impacts to a less-than-significant level.

Future development associated with implementation of the 2021 Regional GHGRP would also be reviewed based on, among other things, the effect on wetlands as a part of the development review process and would also be required to obtain applicable permits from the USACE, RWQCB, and/or CDFW. In addition, the 2021 Regional GHGRP would also be subject to implementation of mitigation measures in the City of Rialto (MM4.16.4-1a and MM4.16.4-2) to avoid and minimize impacts to wetlands. As such, impacts associated with the proposed project would not result in new or more severe impacts to wetlands beyond those identified in the Regional GHGRP EIR.

1.4.1.4 Migratory Fish or Wildlife Species

The Regional GHGRP EIR found that open space and wildlife corridors exist throughout the 25 jurisdictions. The GHGRP EIR also found that projects with the potential to impact sensitive resources, including sensitive habitat, would be required to comply with mitigation recommended in a project-specific biological resources analysis. Projects with the potential to impact stands of trees, such as those on undeveloped slopes, would be required to demonstrate compliance with General Plan policies and Municipal Code standards to ensure that implementation of the 2014 Regional GHGRP does not impair the use of wildlife movement corridors. In addition, the City of Rialto identified MM4.16.4-4 to reduce impacts to a less-than-significant level.

In addition, the Regional GHGRP EIR found that trees and shrubs are scattered throughout the 25 Jurisdictions that may be used for nesting or roosting by migrating birds. In addition, the 2014 Regional GHGRP would not grant specific entitlements for development; therefore, the Regional GHGRP EIR found that implementation of the 2014 Regional GHGRP would not directly impact vegetation that could be used by migrating birds. Further, the Regional GHGRP EIR found that development associated with the 2014 Regional GHGRP would be required to comply with the federal Migratory Bird Treaty Act (MBTA). Therefore, the Regional GHGRP EIR found that implementation of the 2014 Regional GHGRP is not anticipated to have substantial adverse impacts to migratory birds. Impacts were considered less than significant with mitigation incorporated.

Future development associated with implementation of the 2021 Regional GHGRP would also be reviewed based on, among other things, the effect on migratory fish and wildlife as a part of the development review process and would also be required to comply with the MBTA. In addition, the 2021 Regional GHGRP would also be subject to implementation of mitigation measure MM4.16.4-4 in the City of Rialto. As such, impacts associated with the proposed project would not result in new

or more severe impacts to migratory fish or wildlife beyond those identified in the Regional GHGRP EIR.

1.4.1.5 Conflict with Local Policies, Adopted Habitat Conservation Plan, or Natural Community Conservation Plan

As identified in the Regional GHGRP EIR, implementation of the 2014 Regional GHGRP would be required to comply with General Plan policies, Municipal Code standards, and local ordinances that support the preservation of biological resources. Since projects would be required to demonstrate compliance with General Plan policies, Municipal Code standards, and local ordinances, impacts were considered to be less than significant, and no mitigation was required.

The 2021 Regional GHGRP would also be required to demonstrate compliance with General Plan policies, Municipal Code standards, and local ordinances. As such, the proposed project would not lead to new or more severe impacts associated with any local policies or ordinances protecting biological resources beyond those identified in the Regional GHGRP EIR.

1.4.2 Applicable Mitigation

The following mitigation measures from the Regional GHGRP EIR would remain applicable to the proposed project as provided below.

City of Rialto

- **MM4.16.4-1a:** A biological resources assessment shall be prepared for any renewable energy generating facility proposed within the Lytle Creek Wash area, or on any undeveloped land within a Critical Habitat designation. This assessment shall identify the habitat types and quality, species occurrence and distribution, determine the specific impacts to biological resources and characterize the biological significance of those impacts, and define measures to avoid, reduce or compensate for any significant impacts attributable to the proposed project. The biological assessment shall be submitted to the Development Services Director for review/approval, and shall be included in the CEQA compliance documentation for all such proposals.
- **MM4.16.4-1b:** A focused survey for burrowing owls shall be conducted by a qualified professional biologist for any new development project proposed on a vacant site of two acres or larger, with a landscape of annual and perennial grasslands, desert, or arid scrubland with low-growing vegetation. The purpose of the survey is to determine if burrowing owls are foraging or nesting on or adjacent to the project site. If surveys confirm that the site is occupied habitat, mitigation measures to minimize impacts to burrowing owls, their burrows and foraging habitat shall be identified. The results of this survey, including any mitigation recommendations, shall be incorporated into the project-level CEQA compliance documentation. Owl surveys and approaches to mitigation shall be in accordance with the Staff Report on Burrowing Owl Mitigation, issued by the California Department of Fish and Game on October 17, 1995.
- **MM4.16.4-2:** The City will enforce a policy of “no net loss” of wetlands and riparian values with respect to any future land use approvals within the Lytle Creek area. This policy shall be

implemented through on-site means, or by off-site means if located within the vicinity of the affected reach of the creek.

- **MM4.16.4-4:** Prior to approval of any land use plan or development project proposal within the Lytle Creek Wash area that affects more than two contiguous acres of undeveloped land, a biological assessment of the effects on wildlife movement shall be completed and considered by the City's decision-makers. This assessment shall be submitted to the Development Services Director for review/approval, and shall be included in the CEQA compliance documentation for all such proposals.

1.4.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts. There would be no new impacts related to biological resources associated with the proposed project.

1.5 CULTURAL RESOURCES

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.5.1 Discussion

1.5.1.1 Historic Resources

As discussed in the Regional GHGRP EIR, implementation of the GHGRP will include energy-efficiency retrofit activities, which could be proposed at the site of an historical resource or at the site of a resource considered to be a potential historical resource. Future energy-efficiency retrofit activities have the potential to result in significant impacts on individual historical resources within the County's 25 jurisdictions, including resources listed in or eligible for listing in the NRHP and/or CRHR. This could include the delisting or loss of eligibility of such resources. In addition, the completion of energy-efficiency retrofit activities has the potential to result in significant impacts on buildings or structures of historic age (50 years old or older), or buildings or structures which may eventually be of historic age, and which may qualify as historical resources pursuant to CEQA upon evaluation. Similarly, any ground disturbing activities have the potential to result in significant impacts on historical resources if an archaeological site or paleontological resource is present and is considered a historical resource pursuant to CEQA.

CEQA Guidelines Section 15064.5(b) states that "a project with an effect that may cause a substantial adverse change in the significance of an historical resource is a project that may have a significant effect on the environment." The GHGRP may allow for energy-efficiency retrofit activities, and these activities have the potential to cause a substantial adverse change in the significance of an historical resource through alteration of a historical resource's physical characteristics that conveys its historical significance, which is considered a potentially significant impact.

The Regional GHGRP EIR found that with the implementation of General Plan policies, Municipal Code standards, and mitigation measures in the cities of Adelanto (MM4.1.5-1), Chino (MM4.3.5-1), Colton (MM4.5.5-1), Grand Terrace (MM4.7.5-1), Hesperia (MM4.8.5-1), Loma Linda (MM4.10.5-1), Needles (MM4.12.1-1), Rancho Cucamonga (MM4.14.5-1), Redlands (MM4.15.5-1), Rialto (MM4.16.5-1), San Bernardino (MM4.17.5-1), Twentynine Palms (MM4.18.5-1), Victorville (MM4.19.5-1), Yucaipa (MM4.20.5-1), and Yucca Valley (MM4.21.5-1) would reduce potential impacts to historical resources to a less-than-significant level.

Similar to the 2014 Regional GHGRP, the proposed project would be required to comply with General Plan policies and Municipal Code standards and implement mitigation measures in the cities

of Adelanto (MM4.1.5-1), Chino (MM4.3.5-1), Colton (MM4.5.5-1), Grand Terrace (MM4.7.5-1), Hesperia (MM4.8.5-1), Loma Linda (MM4.10.5-1), Needles (MM4.12.1-1), Rancho Cucamonga (MM4.14.5-1), Redlands (MM4.15.5-1), Rialto (MM4.16.5-1), San Bernardino (MM4.17.5-1), Twentynine Palms (MM4.18.5-1), Victorville (MM4.19.5-1), Yucaipa (MM4.20.5-1), and Yucca Valley (MM4.21.5-1), which would ensure potential impacts to historical resources would remain less than significant.

1.5.1.2 Archaeological Resources

As discussed in the Regional GHGRP EIR, ground-disturbing activities, particularly in areas that have not previously been developed with urban uses (“native soils,” which include agricultural lands), have the potential to damage or destroy historic or prehistoric archaeological resources that may be present on or below the ground surface. Such resources are generally considered to be historic resources, as defined by CEQA Guideline 15064.5(a)(3)(D). In addition to the status of archaeological resources as archaeological resources, a resource may also be a “unique archaeological resource”, as defined in CEQA Guideline 21083.2(g)(1-3). Furthermore, archaeological resources are often of cultural or religious importance to Native American groups, particularly if the resource includes human and/or animal burials. Consequently, damage to or destruction of these resources could occur as a result of development associated with the 2014 Regional GHGRP. However, the Regional GHGRP EIR found that as future development in accordance with the 2014 Regional GHGRP occurs, projects would be subject to compliance with existing national, State and local laws as well as General Plan policies to reduce these potential impacts on archaeological resources to less than significant levels.

Future development associated with 2021 Regional GHGRP would also be required to comply with national, State and local laws as well as General Plan policies pertaining to historic and archaeological resources. Therefore, potential impacts to archaeological resources would remain at a less-than-significant level. Therefore, the proposed project would not lead to new or more severe impacts to archaeological resources beyond those identified in the Regional GHGRP EIR.

1.5.1.3 Disturbance of Human Remains

As discussed in the Regional GHGRP EIR, implementation of the 2014 Regional GHGRP would not include extensive ground-disturbing activities, so it is unlikely that development would disturb human remains. However, the Regional GHGRP EIR determined that if any human remains are discovered during excavation, compliance with California Public Resources Health and Safety Code Sections 7050.5–7055 and California Public Resources Code Section 5097.98 would be required. California Public Resources Code Section 5097.98 would afford protection for human remains discovered during development activities. In addition, review and protection are afforded by CEQA for those projects subject to discretionary action, particularly for activities that could potentially disturb human remains. In addition, as discussed in the Regional GHGRP EIR, Senate Bill (SB) 18 requires consultation regarding Native American sites and artifacts, but the potential for project-level impacts to unidentified and unrecorded tribal cultural places remains moderate to high. The excavation and grading activities of the proposed project could result in impacts to human remains. However, Public Resources Code Section 5097.98 mandates the process to be followed in the event of a discovery of any human remains and would mitigate all potential impacts. As such, the GHGRP

EIR found that compliance with PRC Section 5097.98 would ensure impacts to human remains would be less than significant.

Similar to the 2014 Regional GHGRP, future development associated with the 2021 Regional GHGRP that could directly affect human remains include grading, excavation, or other ground-disturbing activities, would also be required to comply with State laws pertaining to the discovery of human remains and the disposition of Native American burials. Therefore, potential impacts to human remains would remain at a less-than-significant level. Therefore, the proposed project would not lead to new or more severe impacts to human remains beyond those identified in the Regional GHGRP EIR.

1.5.2 Applicable Mitigation

The following mitigation measures from the Regional GHGRP EIR would remain applicable to the proposed project as provided below.

City of Adelanto

- **MM4.1.5-1:** Prior to activities that would physically affect any buildings or structures 50 years old or older or affect their historic setting, a cultural resource professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History shall be retained to determine if the project would cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5. The investigation shall include, as determined appropriate by the cultural resource professional and the City of Adelanto, the appropriate archival research, including, if necessary, a records search of the Archaeological Information Center (AIC) of the California Historical Resources Information System (CHRIS) and a pedestrian survey of the proposed improvements area to determine if any significant historic-period resources would be adversely affected by the proposed Regional Reduction Plan activities. The results of the investigation shall be documented in a technical report or memorandum that identifies and evaluates any historical resources within the improvements area and includes recommendations and methods for eliminating or reducing impacts on historical resources. Methods could include, but are not limited to, written and photographic recordation of the resource in accordance with the level of Historic American Building Survey (HABS) documentation that is appropriate to the significance (local, state, national) of the resource.

City of Chino

- **MM4.3.5-1:** Prior to activities that would physically affect any buildings or structures 50 years old or older or affect their historic setting, a cultural resource professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History shall be retained to determine if the project would cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5. The investigation shall include, as determined appropriate by the cultural resource professional and the City of Chino, the appropriate archival research, including, if necessary, a records search of the Archaeological Information Center (AIC) of the California Historical Resources Information System (CHRIS) and a

pedestrian survey of the proposed improvements area to determine if any significant historic-period resources would be adversely affected by the proposed Regional Reduction Plan activities. The results of the investigation shall be documented in a technical report or memorandum that identifies and evaluates any historical resources within the improvements area and includes recommendations and methods for eliminating or reducing impacts on historical resources. Methods could include, but are not limited to, written and photographic recordation of the resource in accordance with the level of Historic American Building Survey (HABS) documentation that is appropriate to the significance (local, state, national) of the resource.

City of Colton

- MM4.5.5-1:** Prior to activities that would physically affect known historical resources or any buildings or structures 50 years old or older or affect their historic setting, a cultural resource professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History will be consulted to determine if the proposed energy-efficiency retrofit activities or the installation of solar would cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5. The investigation shall include, as determined appropriate by the cultural resource professional and the City of Colton, archival research, including, if necessary, a records search of the Archaeological Information Center (AIC) of the California Historical Resources Information System (CHRIS) and a pedestrian survey of the proposed improvements area to determine if any significant historic-period resources would be adversely affected by the proposed Regional Reduction Plan activities. The results of the investigation shall be documented in a technical report or memorandum that identifies and evaluates any historical resources within the improvements area and includes recommendations and methods for eliminating or reducing impacts on historical resources. Methods could include, but are not limited to, written and photographic recordation of the resource in accordance with the level of Historic American Building Survey (HABS) documentation that is appropriate to the significance (local, state, national) of the resource.

City of Grand Terrace

- MM4.7.5-1:** Prior to activities that would physically affect any buildings or structures built prior to 1950 or older or affect their historic setting, a cultural resource professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History shall be retained to determine if the project would cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5. The investigation shall include, as determined appropriate by the cultural resource professional and the City of Grand Terrace, the appropriate archival research, including, if necessary, a records search of the Archaeological Information Center (AIC) of the California Historical Resources Information System (CHRIS) and a pedestrian survey of the proposed improvements area to determine if any significant historic-period resources would be adversely affected by the proposed Regional Reduction Plan activities. The results of the investigation shall be documented in a technical report or memorandum that identifies and evaluates any historical resources within the improvements area and includes recommendations and methods for eliminating or reducing

impacts on historical resources. Methods could include, but are not limited to, written and photographic recordation of the resource in accordance with the level of Historic American Building Survey (HABS) documentation that is appropriate to the significance (local, state, national) of the resource.

City of Hesperia

- **MM4.8.5-1:** Prior to activities that would physically affect any buildings or structures 50 years old or older or affect their historic setting, a cultural resource professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History shall be retained to determine if the project would cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5. The investigation shall include, as determined appropriate by the cultural resource professional and the City of Hesperia, the appropriate archival research, including, if necessary, a records search of the Archaeological Information Center (AIC) of the California Historical Resources Information System (CHRIS) and a pedestrian survey of the proposed improvements area to determine if any significant historic-period resources would be adversely affected by the proposed Regional Reduction Plan activities. The results of the investigation shall be documented in a technical report or memorandum that identifies and evaluates any historical resources within the improvements area and includes recommendations and methods for eliminating or reducing impacts on historical resources. Methods could include, but are not limited to, written and photographic recordation of the resource in accordance with the level of Historic American Building Survey (HABS) documentation that is appropriate to the significance (local, state, national) of the resource.

City of Loma Linda

- **MM4.10.5-1:** Prior to activities that would physically affect known historical resources or any buildings or structures 50 years old or older or affect their historic setting, a cultural resource professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History will be consulted to determine if the proposed energy-efficiency retrofit or solar installation activities would cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5. The investigation shall include, as determined appropriate by the cultural resource professional and the City of Loma Linda, archival research, including, if necessary, a records search of the Archaeological Information Center (AIC) of the California Historical Resources Information System (CHRIS) and a pedestrian survey of the proposed improvements area to determine if any significant historic-period resources would be adversely affected by the proposed Regional Reduction Plan activities. The results of the investigation shall be documented in a technical report or memorandum that identifies and evaluates any historical resources within the improvements area and includes recommendations and methods for eliminating or reducing impacts on historical resources. Methods could include, but are not limited to, written and photographic recordation of the resource in accordance with the level of Historic American Building Survey (HABS) documentation that is appropriate to the significance (local, state, national) of the resource.

City of Needles

- **MM4.12.5-1:** Prior to activities that would physically affect any buildings or structures 50 years old or older or affect their historic setting, a cultural resource professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History shall be retained to determine if the project would cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5. The investigation shall include, as determined appropriate by the cultural resource professional and the City of Needles, the appropriate archival research, including, if necessary, a records search of the Archaeological Information Center (AIC) of the California Historical Resources Information System (CHRIS) and a pedestrian survey of the proposed improvements area to determine if any significant historic-period resources would be adversely affected by the proposed Regional Reduction Plan activities. The results of the investigation shall be documented in a technical report or memorandum that identifies and evaluates any historical resources within the improvements area and includes recommendations and methods for eliminating or reducing impacts on historical resources. Methods could include, but are not limited to, written and photographic recordation of the resource in accordance with the level of Historic American Building Survey (HABS) documentation that is appropriate to the significance (local, state, national) of the resource.

City of Rancho Cucamonga

- **MM4.14.5-1:** Prior to activities that would physically affect known historical resources or any buildings or structures 50 years old or older or affect their historic setting, a cultural resource professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History will be consulted to determine if the proposed energy-efficiency retrofit activities would cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5. The investigation shall include, as determined appropriate by the cultural resource professional and the City of Rancho Cucamonga, archival research, including, if necessary, a records search of the Archaeological Information Center (AIC) of the California Historical Resources Information System (CHRIS) and a pedestrian survey of the proposed improvements area to determine if any significant historic-period resources would be adversely affected by the proposed Regional Reduction Plan activities. The results of the investigation shall be documented in a technical report or memorandum that identifies and evaluates any historical resources within the improvements area and includes recommendations and methods for eliminating or reducing impacts on historical resources. Methods could include, but are not limited to, written and photographic recordation of the resource in accordance with the level of Historic American Building Survey (HABS) documentation that is appropriate to the significance (local, state, national) of the resource.

City of Redlands

- **MM4.15.5-1:** Prior to activities that would physically affect known historical resources or any buildings or structures 50 years old or older or affect their historic setting, a cultural resource professional who meets the Secretary of the Interior's Professional Qualifications Standards for

Architectural History will be consulted to determine if the proposed energy-efficiency retrofit or solar installation activities would cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5. The investigation shall include, as determined appropriate by the cultural resource professional and the City of Redlands, archival research, including, if necessary, a records search of the Archaeological Information Center (AIC) of the California Historical Resources Information System (CHRIS) and a pedestrian survey of the proposed improvements area to determine if any significant historic-period resources would be adversely affected by the proposed Regional Reduction Plan activities. The results of the investigation shall be documented in a technical report or memorandum that identifies and evaluates any historical resources within the improvements area and includes recommendations and methods for eliminating or reducing impacts on historical resources. Methods could include, but are not limited to, written and photographic recordation of the resource in accordance with the level of Historic American Building Survey (HABS) documentation that is appropriate to the significance (local, state, national) of the resource.

City of Rialto

- MM4.1.5-1:** Prior to activities that would physically affect buildings or structures 45 years old or older or affect their historic setting, the project applicant shall retain a cultural resource professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History to determine if the project would cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5. The investigation shall include, as determined appropriate by the cultural resource professional and the City of Rialto, the appropriate archival research, including, if necessary, a records search of the Archaeological Information Center (AIC) of the California Historical Resources Information System (CHRIS) and a pedestrian survey of the proposed improvements area to determine if any significant historic-period resources would be adversely affected by the proposed Regional Reduction Plan activities. The results of the investigation shall be documented in a technical report or memorandum that identifies and evaluates any historical resources within the improvements area and includes recommendations and methods for eliminating or reducing impacts on historical resources. The technical report or memorandum shall be submitted to the City of Rialto for approval. As determined necessary by the City, environmental documentation (e.g., CEQA documentation) prepared for future development within the project site shall reference or incorporate the findings and recommendations of the technical report or memorandum. The project applicant shall be responsible for implementing methods for eliminating or reducing impacts on historical resources identified in the technical report or memorandum. Additional methods could include, but not be limited to, written and photographic recordation of the resource in accordance with the level of Historic American Building Survey (HABS) documentation that is appropriate to the significance (local, state, national) of the resource.

City of San Bernardino

- MM4.17.5-1:** Prior to activities that would physically affect buildings or structures 45 years old or older or affect their historic setting, the project applicant shall retain a cultural resource professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History to determine if the project would cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5. The investigation shall include, as determined appropriate by the cultural resource professional and the City of San Bernardino, the appropriate archival research, including, if necessary, a records search of the Archaeological Information Center (AIC) of the California Historical Resources Information System (CHRIS) and a pedestrian survey of the proposed improvements area to determine if any significant historic-period resources would be adversely affected by the proposed Regional Reduction Plan activities. The results of the investigation shall be documented in a technical report or memorandum that identifies and evaluates any historical resources within the improvements area and includes recommendations and methods for eliminating or reducing impacts on historical resources. The technical report or memorandum shall be submitted to the City of San Bernardino for approval. As determined necessary by the City, environmental documentation (e.g., CEQA documentation) prepared for future development within the project site shall reference or incorporate the findings and recommendations of the technical report or memorandum. The project applicant shall be responsible for implementing methods for eliminating or reducing impacts on historical resources identified in the technical report or memorandum. Additional methods could include, but not be limited to, written and photographic recordation of the resource in accordance with the level of Historic American Building Survey (HABS) documentation that is appropriate to the significance (local, state, national) of the resource.

City of Twentynine Palms

- MM4.18.5-1:** Prior to activities that would physically affect buildings or structures 45 years old or older or affect their historic setting, the project applicant shall retain a cultural resource professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History to determine if the project would cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5. The investigation shall include, as determined appropriate by the cultural resource professional and the City of Twentynine Palms, the appropriate archival research, including, if necessary, a records search of the Archaeological Information Center (AIC) of the California Historical Resources Information System (CHRIS) and a pedestrian survey of the proposed improvements area to determine if any significant historic-period resources would be adversely affected by the proposed Regional Reduction Plan activities. The results of the investigation shall be documented in a technical report or memorandum that identifies and evaluates any historical resources within the improvements area and includes recommendations and methods for eliminating or reducing impacts on historical resources. The technical report or memorandum shall be submitted to the City of Twentynine Palms for approval. As determined necessary by the City, environmental documentation (e.g., CEQA documentation) prepared for future development within the project site shall reference or incorporate the findings and recommendations of the technical report or memorandum. The project applicant shall be responsible for implementing methods for eliminating or reducing impacts on historical

resources identified in the technical report or memorandum. Additional methods could include, but not be limited to, written and photographic recordation of the resource in accordance with the level of Historic American Building Survey (HABS) documentation that is appropriate to the significance (local, state, national) of the resource.

City of Victorville

- **MM4.19.5-1:** Prior to activities that would physically affect any buildings or structures 50 years old or older or affect their historic setting, a cultural resource professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History shall be retained to determine if the project would cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5. The investigation shall include, as determined appropriate by the cultural resource professional and the City of Victorville, the appropriate archival research, including, if necessary, a records search of the Archaeological Information Center (AIC) of the California Historical Resources Information System (CHRIS) and a pedestrian survey of the proposed improvements area to determine if any significant historic-period resources would be adversely affected by the proposed Regional Reduction Plan activities. The results of the investigation shall be documented in a technical report or memorandum that identifies and evaluates any historical resources within the improvements area and includes recommendations and methods for eliminating or reducing impacts on historical resources. Methods could include, but are not limited to, written and photographic recordation of the resource in accordance with the level of Historic American Building Survey (HABS) documentation that is appropriate to the significance (local, state, national) of the resource.

City of Yucaipa

- **MM4.20.5-1:** Prior to activities that would physically affect known historical resources or any buildings or structures 50 years old or older or affect their historic setting, a cultural resource professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History will be consulted to determine if the proposed solar installation activities would cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5. The investigation shall include, as determined appropriate by the cultural resource professional and the City of Yucaipa, archival research, including, if necessary, a records search of the Archaeological Information Center (AIC) of the California Historical Resources Information System (CHRIS) and a pedestrian survey of the proposed improvements area to determine if any significant historic-period resources would be adversely affected by the proposed Regional Reduction Plan activities. The results of the investigation shall be documented in a technical report or memorandum that identifies and evaluates any historical resources within the improvements area and includes recommendations and methods for eliminating or reducing impacts on historical resources. Methods could include, but are not limited to, written and photographic recordation of the resource in accordance with the level of Historic American Building Survey (HABS) documentation that is appropriate to the significance (local, state, national) of the resource.

City of Yucca Valley

- **MM4.21.1-1:** Prior to activities that would physically affect any buildings or structures 50 years old or older or affect their historic setting, a cultural resource professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History shall be retained to determine if the project would cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5. The investigation shall include, as determined appropriate by the cultural resource professional and the Town of Yucca Valley, the appropriate archival research, including, if necessary, a records search of the Archaeological Information Center (AIC) of the California Historical Resources Information System (CHRIS) and a pedestrian survey of the proposed improvements area to determine if any significant historic-period resources would be adversely affected by the proposed Regional Reduction Plan activities. The results of the investigation shall be documented in a technical report or memorandum that identifies and evaluates any historical resources within the improvements area and includes recommendations and methods for eliminating or reducing impacts on historical resources. Methods could include, but are not limited to, written and photographic recordation of the resource in accordance with the level of Historic American Building Survey (HABS) documentation that is appropriate to the significance (local, state, national) of the resource.

1.5.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts. There would be no new impacts related to cultural resources associated with the proposed project.

1.6 ENERGY

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.6.1 Discussion

As discussed in the Regional GHGRP EIR, the 2014 Regional GHGRP does not propose new development; the 2014 Regional GHGRP facilitates implementation of measures that would reduce overall GHG emissions within the County. These measures include an intensification of development in transit-oriented areas in accordance with the adopted General Plans for the 25 jurisdictions. Measures that consist of construction of renewable energy-generating facilities and energy retrofits on existing structures would entail a small commitment of energy, human resources, and building materials. This commitment of energy and building materials would be commensurate with that of other projects of similar magnitude, and none of these commodities is in short supply. Maintenance of new renewable energy-generating facilities would entail a further commitment of energy resources in the form of natural gas, electricity, and water resources. However, the Regional GHGRP EIR determined that this commitment would be minimal, consisting of routine maintenance of solar panels and wind turbines. In addition, the Regional GHGRP EIR concluded that the 2014 Regional GHGRP does not propose any development that would otherwise entail commitment of energy resources and would result in the long-term reduction in energy demand and reduction of vehicular air and noise pollution, which are beneficial impacts. Therefore, the proposed project would not result in any significant irreversible environmental changes.

Similar to the 2014 Regional GHGRP, implementation of the 2021 Regional GHGRP would include the construction of renewable energy-generating facilities and energy retrofits on existing structures, which would result in the long-term reduction in energy demand. As such, the proposed project would not lead to new or more severe impacts associated with energy beyond those identified in the Regional GHGRP EIR.

1.6.2 Applicable Mitigation

No mitigation was required for this topic in the Regional GHGRP EIR, and no new mitigation measures are required.

1.6.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known

at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts. There would be no new impacts related to energy associated with the proposed project.

1.7 GEOLOGY AND SOILS

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii. Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii. Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv. Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating direct or indirect substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.7.1 Discussion

1.7.1.1 Seismicity and Seismic Hazards

As discussed in the Regional GHGRP EIR, there are Alquist-Priolo Earthquake Fault Zones within the 25 Jurisdictions. In addition, as discussed in the Regional GHGRP EIR, the 2014 Regional GHGRP does not propose new development, but implementation of the reduction measures in the 2014 Regional GHGRP that could involve energy efficiency retrofits and new solar installations, and transit-oriented development, park-and-ride lots, and trail networks, which could be affected by seismic hazards. Potential impacts would be specific to future development sites under the plan. The GHGRP EIR found that projects would be required to comply with General Plan policies and applicable seismic safety provisions of the California Building Code (CBC). As such, the Regional GHGRP EIR found that such compliance would reduce hazards arising from fault ruptures, ground shaking, liquefaction, seismically induced settlement, and landslides to less than significant. Consequently, potential impacts were considered to be less than significant and no mitigation was required.

Similar to the 2014 Regional GHGRP, implementation of the reduction measures included in the 2021 Regional GHGRP, which include energy efficiency retrofits, renewable energy generation, and

reduction of VMT, would be required to comply with General Plan policies and implement the provisions of the CBC standards, which would reduce potential fault rupture hazards, along with ground shaking, liquefaction, seismically induced settlement, and landslide hazards. As such, the proposed project would not lead to new or more severe impacts associated with seismicity and seismic hazards beyond those identified in the Regional GHGRP EIR.

1.7.1.2 Erosion/Loss of Top Soil

As discussed in the Regional GHGRP EIR, implementation of the 2014 Regional GHGRP would not result in conversion of agricultural lands where topsoil may be present. Grading associated with improvements that could be implemented would involve soil disturbance, which could increase erosion potential temporarily. The Regional GHGRP EIR found that potential erosion impacts would be specific to future project sites that could be developed as a result of implementing reduction measures included in the in the Regional GHGRP such as transit-oriented development projects and park-and-ride lots, solar energy systems for commercial development, and energy-efficiency features in new development, which would depend largely on the areas affected and the length of time soils are subject to erosion. The Regional GHGRP EIR determined that any projects constructed as a result of implementing 2014 Regional GHGRP measures would be required to be consistent with General Plan policies and Municipal Code standards, which would ensure that potential erosion impacts as a result of implementation of the 2014 Regional GHGRP would be less than significant. No mitigation was required.

Similar to the 2014 Regional GHGRP, future development associated with the 2021 Regional GHGRP could potentially result in soil erosion or loss of topsoil. However, the 2021 Regional GHGRP would also be required to be consistent with General Plan policies and Municipal Code standards, which would ensure that potential erosion impacts as a result of implementation of the 2021 Regional GHGRP remain less than significant. Therefore, the proposed project would not lead to new or more severe impacts associated with erosion/loss of topsoil beyond those identified in the Regional GHGRP EIR.

1.7.1.3 Expansive Soils

The GHGRP EIR determined that compliance with the CBC and General Plan policies and review of grading plans for individual implementation measures would ensure no significant impacts associated with expansive soils would occur. Similar to the 2014 Regional GHGRP, future development associated with the 2021 Regional GHGRP would also be required to be consistent with the CBC and General Plan policies. As such, the proposed project would not lead to new or more severe impacts associated with expansive soils beyond those identified in the Regional GHGRP EIR.

1.7.1.4 Septic Tanks/Wastewater Disposal

The Regional GHGRP EIR found that none of the 2014 Regional GHGRP reduction measures are related to or require the need for septic tanks or alternative wastewater disposal systems. The Regional GHGRP EIR found that there would be no impact or a less-than-significant impact and no mitigation was required.

None of the implementation measures listed in the 2021 Regional GHGRP would require the need for septic tanks or alternative wastewater disposal systems. Therefore, impacts would be the same as those identified for the 2014 Regional GHGRP EIR. The proposed project would not lead to new or more severe impacts associated with septic tanks/wastewater disposal beyond those identified in the Regional GHGRP EIR.

1.7.1.5 Paleontological Resources

As discussed in the Regional GHGRP EIR, paleontological resources have the potential to occur within the 25 jurisdictions. However, the Regional GHGRP EIR determined that implementation of the 2014 Regional GHGRP would not include activities that would directly result in extensive ground disturbance in previously undisturbed soils. In addition, the Regional GHGRP EIR found that implementation of General Plan policies would ensure that impacts to paleontological resources would be less than significant by requiring records searches and surveys in areas where paleontological resources may be located, and the inventory and evaluation of such resources in accordance with CEQA, if discovered.

Similar to the 2014 Regional GHGRP, implementation of the 2021 Regional GHGRP would not result in adverse changes to the significance of paleontological resources. Future development that would result in ground disturbance such as grading and excavation within paleontologically sensitive areas would be evaluated on an individual basis as part of the development review process. In addition, future development associated with the 2021 Regional GHGRP would also be required to comply with General Plan policies related to paleontological resources. Therefore, the proposed project would not lead to new or more severe impacts associated with paleontological resources beyond those identified in the Regional GHGRP EIR.

1.7.2 Applicable Mitigation

No mitigation was required for this topic in the Regional GHGRP EIR, and no new mitigation measures are required.

1.7.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts. There would be no new impacts related to geology and soils associated with the proposed project.

1.8 GREENHOUSE GAS EMISSIONS

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.8.1 Discussion

1.8.1.1 Generation of Greenhouse Gas Emissions

The 2014 Regional GHGRP established the County's regional sustainability and conservation measures based on baseline GHG emissions from 2008 and developed a 2020 forecast GHG emission reduction target below 2008 baseline levels in accordance with the State reduction goals in AB 32. The 2021 Regional GHGRP considers the previous GHG reduction targets identified in the 2014 Regional GHGRP and proposes new targets that are consistent with updates in State climate change regulations in order to meet the requirements of SB 32.

As discussed in the Regional GHGRP EIR, the 2014 Regional GHGRP includes community-wide GHG emissions inventories for the each jurisdiction for the following scenarios: 2008, 2020 business-as-usual (BAU), and 2020 reduced. The 2008 inventory is the baseline; this was the most recent year for which adequate data was available and uniform to all the 25 Jurisdictions. The baseline emissions inventory was also used to establish the reduction target for the year 2020. Each of the jurisdictions have a reduction target on a per city basis. However, the collective local and state actions would result in a reduction of emission for the region as a whole by 20 percent compared to 2008 baseline levels and 30 percent compared to 2020 BAU levels, which would meet the State's AB 32 GHG reduction goals.

The Regional GHGRP EIR found that implementation of the 2014 Regional GHGRP would result in the reduction in GHG emission over the long term, which would be a beneficial effect. As discussed in the Regional GHGRP EIR, area source reduction strategies such as landscape strategies, cool roofs, cool pavement, and parking lot shading would reduce GHG emissions. Construction activities, such as building energy retrofits and grading or excavation activities, if required, for installation of energy-generating structures, would result in temporary, short-term emissions of GHGs. These temporary, short-term emissions would not be substantial, and would be offset by the operation of energy-efficiency retrofits and renewable energy projects that are part of the reduction measures in the 2014 Regional GHGRP that would result in an overall reduction in GHG emissions. As determined in the Regional GHGRP, the 2014 Regional GHGRP includes emission inventories, forecasted emissions, a reduction target and reduction measures and quantification demonstrating that the reduction measures achieve the reduction target for each of the 25 Jurisdictions. The Regional

GHGRP determined that since the 2014 Regional GHGRP would result in a reduction of GHG emission, impacts would be less than significant, and no mitigation was required.

As identified above, the 2021 Regional GHGRP considers the previous GHG reduction targets identified in the 2014 Regional GHGRP and proposes new targets that are consistent with updates in State climate change regulations in order to meet the requirements of SB 32. In addition, the 2021 Regional GHGRP includes an update to the 25 Jurisdictions' GHG inventory for the year 2016 and sets a target to reduce communitywide GHG emissions by 40 percent below its 2020 GHG emissions level by 2030. Compliance with Executive Order B-55-18 would put the County on a path toward the State's long-term goal to achieve statewide carbon neutrality (zero net emissions) by 2045. GHG reduction measures prescribed in the Final Regional GHGRP build upon those adopted under the County's 2014 Regional GHGRP to ensure that the County meets the reduction targets established pursuant to SB 32. As such, the 2021 regional GHGRP reduction measures would meet the reduction goals of GHGs for the County and 25 jurisdictions. Therefore, impacts on GHG emissions would remain less than significant. The proposed project would not lead to new or more severe GHG impacts beyond those identified in the Regional GHGRP EIR.

1.8.1.2 Consistency with Greenhouse Gas Reduction Plans

As discussed above and in the Regional GHGRP EIR, the 2014 Regional GHGRP includes community-wide GHG emissions inventories for the each jurisdiction for the following scenarios: 2008, 2020 BAU, and 2020 reduced. The 2008 inventory is the baseline; this was the most recent year for which adequate data was available and uniform to all the 25 jurisdictions. The baseline emissions inventory was also used to establish the reduction target for the year 2020. Each of the jurisdictions have a reduction target on a per city basis. However, the collective local and state actions would result in a reduction of emission for the region as a whole by 20 percent compared to 2008 baseline levels and 30 percent compared to 2020 BAU levels, which would meet the State's AB 32 GHG reduction goals.

In addition, implementation of the 2014 Regional GHGRP would provide reduction measures such as energy efficiency, VMT reduction, and transit infrastructure, which would be consistent with the goals of the AB 32 Scoping Plan, the Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), and local General Plans. As such, the Regional GHGRP EIR determined impacts would be less than significant and no mitigation was required.

The State has set goals for reducing GHG emissions by 2020, 2030, and 2045 through AB 32, SB 32, SB 100, and EO-B-55-18. The State has also provided guidance to local jurisdictions as "essential partners" in achieving the State's goals by identifying a 2020 and 2030 recommended reduction goal. That goal, stated in the AB 32 Scoping Plan, was for local governments to achieve a 15 percent reduction below 2008 levels by 2020, which aligns with the State's goal of not exceeding 1990 emissions levels by 2020. The State passed Executive Order B-55-18, which mandates statewide climate neutrality by 2045. The 2017 Scoping Plan provides the State's roadmap in achieving a statewide reduction of 40 percent below 1990 levels of emissions by 2030.

Future emissions estimates within the 25 jurisdictions also included reductions that would happen with implementation of the 2017 Scoping Plan at the State level. Substantial emission reduction is anticipated within the County as a result of the 2017 Scoping Plan Update Policies and legislation implemented at the State level. The 2021 Regional GHGRP would implement local reduction measures that would further reduce GHG emissions beyond regional and State measures through GHG reduction measures related to energy efficiency retrofits, renewable energy, transit infrastructure, VMT reduction, waste diversion, and water conservation. Implementation of the 2021 Regional GHGRP would further reduce GHG emissions within the 25 jurisdictions and would not conflict with any applicable GHG plans, policies, or regulations. Therefore, the proposed project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs and would not lead to new or more severe GHG impacts beyond those identified in the Regional GHGRP EIR.

1.8.2 Applicable Mitigation

No mitigation was required for this topic in the Regional GHGRP EIR, and no new mitigation measures are required.

1.8.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts. Therefore, there would be no new impacts related to GHG emissions associated with the proposed project and mitigation is not required.

1.9 HAZARDS AND HAZARDOUS MATERIALS

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.9.1 Discussion

1.9.1.1 Transport, Use, Storage, and Disposal of Hazardous Materials

As discussed in the Regional GHGRP EIR, the 2014 Regional GHGRP includes GHG reduction measures such as energy efficiency goals, energy efficiency retrofits, renewable energy generation, the reduction of vehicle trips and VMT to reduce transportation related emissions, waste diversion and water conservation programs. Implementation of the reduction measures would not involve the transport or use of hazardous materials, but installation of equipment and construction of new systems could involve the limited use of hazardous materials. In addition, waste diversion programs focus on recyclable materials and are regulated by federal, State, and local to reduce potential releases; exposure; and risks of transporting, storing, treating, and disposing of hazardous materials and wastes. The Regional GHGRP EIR determined that compliance with federal, State, and local regulations would ensure potential impacts would be less than significant. No mitigation was required.

Similar to the 2014 Regional GHGRP, implementation of GHG reduction measures associated with the 2021 Regional GHGRP would also be required to comply with all applicable federal, State, and

local regulations; therefore, the proposed project would not result in new or more severe impacts related to the transport, use, storage, and disposal of hazardous materials than were identified in the Regional GHGRP EIR.

1.9.1.2 Release of Hazardous Materials and Risk of Upset

As identified in the Regional GHGRP EIR, upset and accident conditions that result in hazardous materials incidents are primarily associated with industrial processes and transport of large quantities of materials (e.g., trucks hauling fuel). The Regional GHGRP EIR found that implementation of the GHG reduction measures associated with the 2014 Regional GHGRP would not include activities that release hazardous materials or create foreseeable upsets or accidents that would present a significant hazard to the public or the environment. In addition, any agricultural related reduction measures to capture and use methane emissions at large dairies would be regulated by the California health and safety code, SCAQMD and MDAQMD permits, and health and safety codes. The Regional GHGRP EIR found that there would be no impact or a less-than-significant impact and no mitigation was required.

As described above, implementation of GHG reduction measures associated with the 2021 Regional GHGRP would also be required to comply with all applicable federal, State, and local regulations. Therefore, the proposed project would not result in new or more severe impacts related to the release of hazardous materials and risk of upset than were identified in the 2014 GHGRP EIR.

1.9.1.3 Emission of Hazardous Materials within 0.25 miles of a School

The Regional GHGRP EIR determined that implementation of GHG reduction measures would not involve processes or operations that would generate hazardous air emissions or involve the use of acutely hazardous materials, as defined in California Health and Safety Code Section 25316 and 22 CCR Section 66260. In addition, the Regional GHGRP EIR found that any potential impacts associated with emissions during implementation of the 2014 Regional GHGRP would be regulated by the California health and safety code, SCAQMD, and MDAQMD permits, and local health and safety codes to ensure that the 2014 Regional GHGRP would not emit hazardous emissions. The Regional GHGRP EIR found that there would be no impact or a less-than-significant impact and no mitigation was required.

As described above, implementation of GHG reduction measures associated with the 2021 Regional GHGRP would also be required to comply with all applicable federal, State, and local regulations. Therefore, the proposed project would not result in new or more severe impacts related to the emission of hazardous materials within 0.25 miles of a school than were identified in the Regional GHGRP EIR.

1.9.1.4 Hazardous Materials Site Pursuant to Government Code Section 65962.5

The California Environmental Protection Agency (CalEPA) identifies sites within the County included on the Cortese List compiled pursuant to Government Code Section 65962.5. Past and/or current activities at these sites may have resulted in contamination. As discussed in the Regional GHGRP EIR, implementation of the 2014 Regional GHGRP does not identify particular locations for siting GHG

reduction measures. As such, the Regional GHGRP EIR determined that there would be no impact or a less-than-significant impact and no mitigation was required.

Similar to the 2014 Regional GHGRP, the 2021 Regional GHGRP itself does not include any physical development or identify particular locations for siting GHG reduction measures. All future development associated with the 2021 Regional GHGRP would be evaluated on an individual basis as part of the development review process, and may require subsequent analysis and possibly mitigation to ensure that residential uses would not be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. In addition, future development would also be required to comply with General Plan policies and all other applicable local, State, and federal safety standards. Therefore, the proposed project would not result in new or more severe impacts related to hazardous materials site pursuant to Government Code section 65962.5 than were identified in the Regional GHGRP EIR.

1.9.1.5 Aviation Hazards

As identified in the Regional GHGRP EIR, cities would review future development under the GHGRP, such as renewable energy generation, associated with implementation of the 2014 Regional GHGRP if development is proposed within airport safety zones and near airports, which would ensure that implementation of these types of uses near airports does not result in safety hazards to people in the area. The impact would be less than significant. No mitigation is required. As such, the Regional GHGRP EIR determined that there would be no impact or a less-than-significant impact and no mitigation was required.

Similar to the 2014 Regional GHGRP, implementation of the 2021 Regional GHGRP would result in energy efficiency retrofits and renewable energy infrastructure, such as solar panels that would primarily be installed on rooftops of existing buildings. Future development would be reviewed by the jurisdictions to ensure that implementation would not cause any safety hazards to the airport or people around the area. As such, the proposed project would not result in a safety hazard for people residing or working in the area due to the proximity of an airport. Therefore, the proposed project would not result in new or more severe impacts related to aviation hazards than were identified in the Regional GHGRP EIR.

1.9.1.6 Emergency Response or Evacuation Plan

As discussed in the Regional GHGRP EIR, emergency response plans have been prepared at the regional and local level. There are numerous evacuation routes within the 25 Jurisdictions. None of the GHG reduction measures would alter emergency response or evacuation plans. Any improvements to transit, bicycle, and pedestrian infrastructure along roadways that would serve emergency response and evacuation would be reviewed to ensure adequate ingress and egress along these roadways. The Regional GHGRP EIR determined that there would be no impact or a less-than-significant impact and no mitigation was required.

Implementation of GHG reduction measures associated with the 2021 Regional GHGRP would not alter emergency response or evacuation plans. The 25 Jurisdictions would review any future development to ensure it would not impair the function of nearby emergency evacuation routes. In

addition, future development would also be required to comply with local General Plan policies related to traffic impacts, conformance with local emergency response programs, and cooperation with emergency response service. Therefore, the proposed project would not result in new or more severe impacts related to emergency response or evacuation plans than were identified in the Regional GHGRP EIR.

1.9.1.7 Wildfire

The Regional GHGRP EIR found that facilities and infrastructure built as a result of the 2014 Regional GHGRP implementation would be reviewed for adherence to the building and fire codes. In addition, as identified in the Regional GHGRP EIR, compliance with General Plan policies would further prevent or minimize fire hazards. The Regional GHGRP EIR determined that there would be no impact or a less-than-significant impact. No mitigation was required.

Implementation of the 2021 Regional GHGRP does not include any physical development or land use changes and would not expose people or structures to a significant risk of loss, injury or death involving wildland fires. In addition, any future development associated with implementation of the GHGRP would be required to comply with General Plan policies related to wildfire and would also be reviewed for adherence to the building and fire codes. As such, the proposed project would not result in new or more severe impacts related to wildfire than were identified in the Regional GHGRP EIR.

1.9.2 Applicable Mitigation

No mitigation was required for this topic in the Regional GHGRP EIR, and no new mitigation measures are required.

1.9.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts. Therefore, there would be no new impacts related to hazards and hazardous materials associated with the proposed project and mitigation is not required.

1.10 HYDROLOGY AND WATER QUALITY

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. result in substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv. impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.10.1 Discussion

1.10.1.1 Water Quality Standards

As discussed in the Regional GHGRP EIR, water quality degradation in the 25 jurisdictions from erosion impacts would be specific to future project sites that could be developed and/or retrofitted as a result of implementing reduction measures in the 2014 Regional GHGRP and depend largely on the areas affected and the length of time soils are subject to erosion. As discussed in the Regional GHGRP EIR, although implementation of the 2014 Regional GHGRP may result in runoff during implementation of GHG reduction measures, such as during the construction of energy-generating facilities, methane capture systems, pedestrian, bicycle, or transit infrastructure, that could adversely affect water quality beyond standards specified by the State Water Resources Control Board (SWRCB), all construction activities requiring ground disturbance would be subject to regional and local regulations, including the need for a Stormwater Pollution Prevention Plan (SWPPP) under National Pollutant Discharge Elimination System (NPDES) requirements. In addition, future development would be required to obtain a grading permit for any implementation action that would require grading. As identified in the Regional GHGRP EIR, all work requiring a grading permit would be required to have an approved Erosion Control Plan. The Regional GHGRP EIR determined

that compliance with SWRCB's General Construction Activity Stormwater Permit regulations requiring an SWPPP and grading permits would reduce the risk of water degradation from soil erosion related to construction activities associated with the 2014 Regional GHGRP to less than significant.

Similar to the 2014 Regional GHGRP, any future development associated with implementation measures of 2021 Regional GHGRP that require ground disturbance would be required to comply with SWRCB's General Construction Activity Stormwater Permit regulations requiring an SWPPP and would be required to obtain and comply with grading permits. Therefore, the proposed project would not result in new or more severe impacts related to water quality than were identified in the Regional GHGRP EIR.

1.10.1.2 Deplete Groundwater Supplies

The Regional GHGRP EIR determined that implementation of the 2014 Regional GHGRP would not result in a substantial (if any) increase in impervious surfaces. As identified in the Regional GHGRP EIR, the 2014 Regional GHGRP would facilitate development in transit-oriented areas and the bicycle and pedestrian infrastructure consistent with local General Plan policies, which are already developed with impervious surfaces. The Regional GHGRP EIR determined that the 2014 Regional GHGRP would not substantially increase the impermeable surface area such that groundwater recharge would be substantially affected. In addition, it was determined that energy retrofits, solar arrays, or wind turbines would not increase impermeable surface area. Therefore, the Regional GHGRP EIR concluded that the 2014 Regional GHGRP would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge. The Regional GHGRP EIR found that there would be no impact or a less-than-significant impact and no mitigation was required.

The 2021 Regional GHGRP EIR would also not substantially increase the impermeable surface area such that groundwater recharge would be substantially affected. In addition, the 2021 Regional GHGRP identifies water conservation measures that are geared toward conserving water through enhanced implementation of water efficiency standards. Therefore, the proposed project would not result in new or more severe impacts related to groundwater supplies than were identified in the Regional GHGRP EIR.

1.10.1.3 Drainage Pattern and Surface Run-off

As identified in the Regional GHGRP EIR, implementation of the GHGRP measures may include energy retrofits and passive energy-producing components such as photovoltaic arrays. These measures would not alter existing drainage patterns, as they would consist of structural alterations, not an increase in overall building footprint. The Regional GHGRP EIR found that some renewable energy-generating facilities that could be constructed on vacant land, hillsides, or open space areas could alter existing drainage patterns; however, all construction would be subject to regulations related to water quality, erosion, and stormwater runoff including local Municipal Code standards. Individual projects associated with implementation of the 2014 Regional GHGRP would be subject to review by cities prior to issuance of a grading permit, which process requires preparation of a drainage study and SWPPP. Consequently, impacts associated with emissions during implementation of the 2014 Regional GHGRP were determined to be less than significant.

Similar to the 2014 Regional GHGRP, any future development associated with implementation of the 2021 Regional GHGRP that would be located in floodplains or would result in the development of new structures or alteration of existing drainage conditions would be evaluated on an individual basis as part of the development review process. In addition, future development would also be subject to review by cities prior to issuance of a grading permit, which process requires preparation of a drainage study and SWPPP. Therefore, the proposed project would not result in new or more severe impacts related to drainage pattern and surface run-off than were identified in the Regional GHGRP EIR.

1.10.1.4 Flood Hazard, Tsunami, or Seiche Zones

The Regional GHGRP EIR determined that transit, pedestrian and bicycle infrastructure, energy retrofits, and passive energy solar arrays built during implementation of the 2014 Regional GHGRP may have a risk of flooding from dam failure. If wind farms or other energy-producing facilities are built in open space areas, they could be subject to increased risk from dam inundation depending on their location. However, all new development would be subject to the provisions of local General Plan policies and Municipal Code standards related to minimizing public and private losses due to flood conditions by ensuring proper design of structures to prevent against flood damages. Compliance with General Plan policies and Municipal Code standards would minimize the effects of flooding hazards. In addition, the Regional GHGRP EIR determined that the risk from inundation by seiches and tsunamis are not likely to occur. As such, impacts were found to be less than significant.

The 2021 Regional GHGRP does not include any physical development and no land use changes are proposed. Future development would be required to comply with applicable General Plan policies and Municipal Code standards. In addition, implementation of the 2021 Regional GHGRP is also not expected to face the risk of inundation from seiche or tsunami. Therefore, the proposed project would not result in new or more severe impacts related to flood hazard, tsunami, or seiche zones than were identified in the Regional GHGRP EIR.

1.10.1.5 Conflict with Water Quality Control Plan or Sustainable Groundwater Management Plan

Implementation of the 2021 Regional GHGRP would not affect water quality. In addition, the 2021 Regional GHGRP provides water conservation measures that are geared toward conserving water through enhanced implementation of exceeding water efficiency standards. Therefore, the proposed project would not result in new or more severe impacts related to than were identified in the Regional GHGRP EIR.

1.10.2 Applicable Mitigation

No mitigation was required for this topic in the Regional GHGRP EIR, and no new mitigation measures are required.

1.10.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts.

Therefore, there would be no new impacts related to hydrology and water quality associated with the proposed project and mitigation is not required.

1.11 LAND USE AND PLANNING

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Cause a significant environmental impact due to a conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.11.1 Discussion

1.11.1.1 Divide an Established Community

Projects that have the potential to physically divide an established community include projects such as new freeways and highways, major arterials, streets, and railroad lines. As discussed in the Regional GHGRP EIR, implementation of the GHG reduction measures identified in the 2014 Regional GHGRP would not physically divide an established community. As discussed in the Regional GHGRP EIR, measures that encourage transit-oriented development along existing and planned transit corridors would not result in the creation of physical barriers that could divide a community. In addition, as discussed in the GHGRP EIR, the GHG Reduction Performance Standard for New Development includes measures that the jurisdictions would require of new development and would not divide an established community. The remaining measures (e.g., transportation/transit technology improvements, parking ordinances, and related funding) would have no physical effects on land use planning. Park-and-ride lots and pedestrian and bicycle network improvements would have limited footprints, and such facilities that could be implemented under the 2014 Regional GHGRP would not include any physical barriers that could divide an established community. The Regional GHG EIR determined that there would be no impact.

Similar to the 2014 Regional GHGRP, the 2021 Regional GHGRP would not include any GHG reduction measures that would divide an established community. Therefore, the proposed project would not result in new or more severe impacts than were identified in the Regional GHGRP EIR.

1.11.1.2 Conformance with Land Use Plans

As discussed in the Regional GHGRP EIR, several regionally and locally adopted land use plans, policies, and regulations would be applicable to development of infrastructure and renewable generation under the 2014 Regional GHGRP such as local General Plan policies, SCAG's RTP/SCS, and SCAQMD and MDAQMD air quality attainment plans. The Regional GHGRP EIR found that implementation of the 2014 Regional GHGRP furthers the goals of General Plans, SCAG's RTP/SCS, and SCAQMD and MDAQMD air quality attainment plans related to energy conservation and sustainable development by providing specific measures and programs that reduce GHG emissions, improve air quality, and facilitate transit-oriented development, thus reducing VMT. In addition, as discussed in the Regional GHGRP EIR, the 2014 Regional GHGRP will be utilized as a companion

document to the General Plans to provide a more comprehensive and detailed framework for land-based policy decisions to reduce GHG emissions from existing and future development.

In addition, as discussed in the Regional GHGRP EIR, the 2014 Regional GHGRP does not propose any specific development. Under the GHG Performance Standard for New Development (PS-1) component the 2014 Regional GHGRP, jurisdictions could require new projects to quantify project-generated GHG emissions and adopt feasible reduction measures to reduce project emissions. As discussed in the Regional GHGRP EIR, PS-1 does not require project applicants to implement a pre-determined set of measures; however, it is anticipated such measures could include energy-efficient appliances and alternative energy sources, water conservation, landscaping, and site design. Thus, the Regional GHGRP EIR concluded that because the 2014 Regional GHGRP furthers the goals of local General Plan policies, SCAG's RTP/SCS, and SCAQMD and MDAQMD air quality attainment plans, it is consistent with these plans and impacts would be less than significant.

SCAG adopted the 2020-2045 Regional RTP/SCS (Connect SoCal) on September 3, 2020. Connect SoCal is a long-range visioning plan that balances future mobility and housing needs with economic, environmental, and public health goals. Connect SoCal is an important planning document for the region, allowing project sponsors to qualify for federal funding and takes into account operations and maintenance costs, to ensure reliability, longevity, and cost effectiveness. The forecasted development pattern, when integrated with the financially constrained transportation investments identified in Connect SoCal, would reach the regional target of reducing GHG emissions from autos and light-duty trucks by 19 percent by 2035 (compared to 2005 levels).

Similar to the 2014 Regional GHGRP, the 2021 Regional GHGRP provides GHG reduction measures, which further the goals of local General Plan policies, SCAG's RTP/SCS, and SCAQMD and MDAQMD air quality attainment plans related to energy conservation, sustainable development, and the reduction of vehicle trips and VMT. In addition, the 2021 Regional GHGRP uses the latest adopted growth projections that are consistent with SCAG's 2020-2045 RTP/SCS. As such, the proposed project would not result in new or more severe impacts related to conformance with land use plans than were identified in the Regional GHGRP EIR.

1.11.2 Applicable Mitigation

No mitigation was required for this topic in the Regional GHGRP EIR, and no new mitigation measures are required.

1.11.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts. Therefore, there would be no new impacts related to land use and planning associated with the proposed project and mitigation is not required.

1.12 MINERAL RESOURCES

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.12.1 Discussion

As discussed in the Regional GHGRP EIR, an analysis of mineral resources is only required in areas that are designated by the State as Mineral Resource Zone (MRZ)-2. The Regional GHGRP EIR found that implementation of the 2014 Regional GHGRP would not change land use designations or affect the ability to extract minerals. In addition, the Regional GHGRP EIR concluded that implementation of the GHG reduction measures in MRZ-2 designated areas would require further review to ensure that mining resources are not affected. The Regional GHGRP EIR found that there would be no impact or a less-than-significant impact and no mitigation was required.

Similar to the 2014 Regional GHGRP, the 2021 Regional GHGRP does not include any physical development. Implementation of the 2021 Regional GHGRP would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State. The proposed project would have no impact related to mineral resources. As such, the proposed project would not lead to new or more severe impacts associated with mineral resources beyond those identified in the Regional GHGRP EIR.

1.12.2 Applicable Mitigation

No mitigation was required for this topic in the Regional GHGRP EIR, and no new mitigation measures are required.

1.12.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts. Therefore, there would be no new impacts related to mineral resources associated with the proposed project and mitigation is not required.

1.13 NOISE

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project result in:				
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. For a project located within the vicinity of a private airstrip an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.13.1 Discussion**1.13.1.1 Operational Noise Impacts**

Operational noise level increases are typically associated with mobile and stationary noise sources. As discussed in the Regional GHGRP EIR, implementation of the 2014 Regional GHGRP would reduce VMT, which would reduce mobile source noise in the 25 jurisdictions. In addition, as discussed in the Regional GHGRP, implementation of the 2014 Regional GHGRP would not result in intensification of development around transit corridors. Other measures could include operation of new or expanded park-and-ride lots and pedestrian/bicycle network enhancements. Vehicles entering and exiting a park-and-ride lot could result in temporary increases in noise levels during commute hours; however, the Regional GHGRP EIR found that typically noise levels do not exceed community noise level standards. The Regional GHGRP EIR also found that pedestrian and bicycle network enhancements would not involve motorized travel and would not be expected to contribute to the noise environment. Further, the Regional GHGRP determined that energy retrofits would also likely reduce mobile source noise impacts to occupants of the particular buildings, since increased insulation and double- or triple-paned windows would also act to buffer exterior noise levels. As such, the Regional GHGRP EIR found that implementation of the 2014 Regional GHGRP would not substantially increase mobile source noise.

As discussed in the Regional GHGRP EIR, the location or extent of new renewable energy-generating facilities structures, such as solar arrays and wind turbines, that would potentially be developed under the 2014 Regional GHGRP and their locations, are not specifically identified in the Regional GHGRP EIR. However, the Regional GHGRP EIR found that solar arrays would not generate noise and would be required to comply with local General Plan policies and Municipal Code standards. The Regional GHGRP EIR also found that commercially based wind turbines range in size, from small single assemblies to the large turbines seen on vast wind farms and that the range of noise generated by commercial wind turbines varies dramatically and can be as high as 105.4 dBA based on wind speed and blade pitch. The Regional GHGRP EIR found that local General Plans provide land

use noise compatibility information and specify maximum interior and exterior noise standards for various land use types. As such, as discussed in the Regional GHGRP EIR, all development, including energy-generating facilities, would be required to be designed in such a way (e.g., through setbacks or shielding) that future noise levels do not exceed these standards. Therefore, the Regional GHGRP EIR concluded that installation of these energy-generating structures would likely be constructed away from sensitive uses and would not result in any adverse noise impacts. Further, each specific development project would undergo evaluation prior to project approval for consistency with General Plan policies and Municipal Code standards. The Regional GHGRP EIR found that there would be no impact or a less-than-significant impact and no mitigation was required.

Similar to the 2014 Regional GHGRP, implementation of the 2021 Regional GHGRP would include GHG reduction measures that would reduce VMT and vehicle trips and that would reduce mobile source noise. In addition, future development associated with implementation of the 2021 Regional GHGRP would also be required to comply with local General Plan policies and Municipal Code standards. As such, impacts associated with the proposed project would not result in new or more severe operational noise impacts beyond those identified in the Regional GHGRP EIR.

1.13.1.2 Construction-Related Noise

The Regional GHGRP determined that construction activities associated with implementation of the 2014 Regional GHGRP would be required to comply with local General Plan policies and Municipal Code standards related to noise control, which would ensure that impacts would be less than significant.

Construction activities associated with implementation of the 2021 Regional GHGRP would also be required to comply with local General Plan policies and Municipal Code standards. As such, impacts associated with the proposed project would not result in new or more severe construction noise impacts beyond those identified in the Regional GHGRP EIR.

1.13.1.3 Vibration Impacts

The Regional GHGRP EIR found that construction vibration that could occur during energy-efficiency retrofit or installation of photovoltaic arrays or wind turbines would not be substantial, and if these activities were to occur on or near fragile buildings, all appropriate measures would be required per State and local ordinances, plans, and regulations to reduce the effect of any groundborne vibration at the sensitive receptor. In addition, the Regional GHGRP EIR found that any vibration associated with installation would occur at the time that project is constructed, and there would not be groundborne vibration or groundborne noise levels associated with those features. In addition, the Regional GHGRP determined that compliance with General Plan policies and Municipal Code standards would ensure that vibration impacts would be less than significant.

Similar to the 2014 Regional GHGRP, future development and installation activities would be evaluated on an individual basis as part of the development review process and would be required to comply with local General Plan policies and Municipal Code standards, which would ensure that vibration impacts would be less than significant. Therefore, the proposed project would not result in

new or more severe impacts related to groundborne vibration than were identified in the Regional GHGRP EIR.

1.13.1.4 Aircraft Noise Source Impacts

As discussed in the Regional GHGRP EIR, implementation of each specific development project associated with implementation of the 2014 Regional GHGRP would undergo evaluation prior to project approval for consistency with local General Plan policies and Municipal Code standards and airport compatibility. Therefore, airport noise impacts related to new development accommodated by the Regional GHGRP would be less than significant. No mitigation was required. The Regional GHGRP EIR found that there would be no impact or a less-than-significant impact and no mitigation was required.

Similar to the 2014 Regional GHGRP, implementation of future development associated with the 2021 Regional GHGRP would be required to comply with local General Plan policies and Municipal Code standards and airport compatibility. The proposed project would not result in new or more severe impacts related to aircraft noise than were identified in the Regional GHGRP EIR.

1.13.2 Applicable Mitigation

No mitigation was required for this topic in the Regional GHGRP EIR, and no new mitigation measures are required.

1.13.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts. Therefore, there would be no new impacts related to noise associated with the proposed project and mitigation is not required.

1.14 POPULATION AND HOUSING

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.14.1 Discussion

1.14.1.1 Induce Population Growth

The Regional GHGRP found that implementation of the 2014 Regional GHGRP would not induce substantial population growth that could exceed local and regional growth projections either directly or indirectly. In addition, the Regional GHGRP EIR found that implementation of the 2014 Regional GHGRP would not result in an increased demand for housing nor would it result in permanent employment-generating activities that would generate demand for housing and no extension of infrastructure was proposed. As such, the Regional GHGRP EIR found that implementation of the 2014 Regional GHGRP would not substantially increase mobile source noise.

Similar to the 2014 Regional GHGRP, implementation of the 2021 Regional GHGRP would not induce population growth, result in an increased demand for housing, result in permanent employment-generating activities, nor require the extension of infrastructure. As such, impacts associated with the proposed project would not result in new or more severe impacts related to population growth beyond those identified in the Regional GHGRP EIR.

1.14.1.2 Displace Existing People or Housing

The Regional GHGRP EIR determined that implementation of the Regional GHGRP would not involve the development of any structures or facilities that would displace existing housing. Further, as discussed in the Regional GHGRP EIR, implementation of the proposed measures would occur at either existing sites or within planned future development subject to discretionary approvals by the 25 jurisdictions. The Regional GHGRP determined that there would be no impact.

Implementation of the 2021 Regional GHGRP would also not involve the development of any structures or facilities that would displace existing housing. In addition, the 2021 Regional GHGRP GHG reduction measures would also occur at existing developed sites or within planned future development subject to discretionary approvals. As such, the proposed project would not result in new or more severe impacts to the displacement of existing people or housing than were identified in the Regional GHGRP EIR.

1.14.2 Applicable Mitigation

No mitigation was required for this topic in the Regional GHGRP EIR, and no new mitigation measures are required.

1.14.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts. Therefore, there would be no new impacts related to population and housing associated with the proposed project and mitigation is not required.

1.15 PUBLIC SERVICES

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i. Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii. Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii. Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv. Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
v. Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.15.1 Discussion

As discussed in the Regional GHGRP, demand for fire protection and law enforcement services is generally based on population and land use changes that increase the number of facilities and structures requiring these services. The Regional GHGRP found that none of the GHG reduction measures selected in the 2014 Regional GHGRP would increase resident population; therefore, service ratios, response times, or performance objectives would not be affected. In addition, the Regional GHGRP EIR found that implementation of the GHG reduction measures would not result in new or expanded facilities requiring fire protection or law enforcement services; therefore, there would be no demand for new or altered fire or police facilities, the construction of which could result in environmental impacts. Similarly, as identified in the Regional GHGRP EIR, the demand for schools and libraries is population-based and none of the GHG reduction measures would increase resident population in the City, requiring the need for new or expanded schools or libraries, the construction of which could result in environmental impacts. Therefore, the Regional GHGRP EIR determined that there would be no impact and no mitigation was required.

Similar to the 2014 Regional GHGRP EIR, implementation of the 2021 Regional GHGRP would also not increase the residential population and, therefore, implementation of the 2021 Regional GHGRP would not result in impacts to public services. As such, impacts associated with the proposed project would not result in new or more severe impacts to public services beyond those identified in the Regional GHGRP EIR.

1.15.2 Applicable Mitigation

No mitigation was required for this topic in the Regional GHGRP EIR, and no new mitigation measures are required.

1.15.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts. Therefore, there would be no new impacts related to public services associated with the proposed project and mitigation is not required.

1.16 RECREATION

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.16.1 Discussion

1.16.1.1 Increase the Use of Existing Parks

As discussed in the Regional GHGRP EIR, demand for existing parks and recreational facilities is based on population. The Regional GHGRP EIR determined that implementation of the 2014 Regional GHGRP would not increase resident population in the City and, therefore, implementation of the GHG reduction measures would not affect the demand for and use of existing recreational facilities such that significant adverse environmental effects would occur. Therefore, the Regional GHGRP EIR concluded that there would be no impact.

Similar to the 2014 Regional GHGRP, implementation of the 2021 Regional GHGRP would not increase resident population, and therefore would not increase the demand for existing parks and recreational facilities. As such, the proposed project would not result in new or more severe impacts related to existing parks than were identified in the Regional GHGRP EIR.

1.16.1.2 Recreational Facilities

The Regional GHGRP EIR found that the 2014 Regional GHGRP does not include recreational facilities; however, the 2014 Regional GHGRP encourages improvements to the pedestrian/bicycle network as a way to help reduce GHG emissions. As discussed in the Regional GHGRP EIR, pedestrian and bicycle network trail improvements would result in construction, but the physical effects associated with construction (e.g., dust emissions and noise) would not be substantial because trail improvements generally have a small footprint and would be of limited duration. In addition, the Regional GHGRP EIR found that trails that are proposed in biologically sensitive areas would be required to comply with local policies and applicable federal and State regulations. The Regional GHGRP EIR found that there would be no impact or a less-than-significant impact and no mitigation was required.

The 2021 Regional GHGRP also encourages improvements to the pedestrian/bicycle network; however, construction of these improvements are also not expected to be substantial. In addition, implementation of trails constructed in biologically sensitive areas would also be required to comply with local policies and applicable federal and State regulations. As such, the proposed project would

not result in new or more severe impacts related to recreational facilities than were identified in the Regional GHGRP EIR.

1.16.2 Applicable Mitigation

No mitigation was required for this topic in the Regional GHGRP EIR, and no new mitigation measures are required.

1.16.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts. Therefore, there would be no new impacts related to recreation associated with the proposed project and mitigation is not required.

1.17 TRANSPORTATION

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.17.1 Discussion

1.17.1.1 Consistency with Adopted Policies

As discussed in the Regional GHGRP EIR, implementation of the 2014 Regional GHGRP would reduce GHG emissions and VMT associated with on road passenger vehicles within the 25 jurisdictions. The Regional GHGRP found that the 2014 Regional GHGRP builds upon and supports local General Plan policies related to transportation and mobility, including greater transit opportunities and ridership, minimizing the share of travel for single occupancy vehicles, and connected transit, bicycle, and pedestrian networks.

In addition, as discussed in the Regional GHGRP EIR, implementation of GHG reduction measures also include energy efficiency standards for new development, energy efficiency retrofits for existing buildings, water conservation measures, and waste diversion programs that would not generate new vehicle trips. Construction of any new renewable energy infrastructure would require review by the planning staff for approval to ensure that the improvements do not interfere with planned transportation facilities. Energy-producing facilities associated with the 2014 Regional GHGRP would be required to incorporate appropriate setbacks to ensure there would be no impact to transportation routes.

As such, the Regional GHGRP EIR determined that implementation of the 2014 Regional GHGRP would not conflict with any goals of the applicable plans, ordinances, or policies establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel. Further, because of city review of new construction to ensure that energy facilities do not negatively impact the traffic flow on roadways, the implementation of the 2014 Regional GHGRP would not conflict with the level of effectiveness for the performance of intersections, roadways, highways and freeways set by the 25 Jurisdictions, the San Bernardino County Transportation Authority (SBCTA) Congestion Management Plan (CMP), and the California Department of Transportation (Caltrans). The Regional GHGRP concluded that this impact would be less than significant.

Similarly, the 2021 Regional GHGRP includes GHG reduction measures that would also increase the availability of transit service, encourage transit, bicycle, and pedestrian networks, and discourage single-occupancy vehicle use. Implementation of these measures would reduce vehicle trips and VMT, consistent with local General Plan policies. In addition, future development associated with implementation of the 2021 Regional GHGRP is also not expected to generate substantial new vehicle trips. As such, the 2021 Regional GHGRP would not conflict with the level of effectiveness for the performance of intersections, roadways, highways and freeways set by the 25 jurisdictions, the SBCTA CMP, or Caltrans. As such, the proposed project would not lead to new or more severe impacts related to pedestrian and bicycle circulation beyond those identified in the GHGRP EIR.

1.17.1.2 Consistency with CEQA Guidelines § 15064.3, subdivision (b)

Effective December 28, 2018, the CEQA Guidelines were updated and require the evaluation of vehicle miles traveled (VMT) as the criteria for analyzing transportation impacts for land use projects. As noted in CEQA Guidelines Section 15064.3(c), the provisions of CEQA Guidelines Section 15064.3 shall apply prospectively as described in CEQA Guidelines Section 15007. A lead agency could have elected to be governed by the provisions of CEQA Guidelines Section 15064.3 immediately; however, beginning on July 1, 2020, the provisions of this section was stated to apply Statewide. Simultaneous with clearance of the revised *State CEQA Guidelines*, the Governor's Office of Planning and Research (OPR) released the *Technical Advisory for Evaluating Transportation Impacts under CEQA*.² This State document provides sufficient guidance to permit the evaluation of project transportation impacts for the purposes of compliance with CEQA.

The Regional GHGRP EIR did not evaluate consistency with CEQA Guidelines § 15064.3, subdivision (b); however, as discussed throughout the Regional GHGRP EIR, the 2014 Regional GHGRP reduces GHG emissions and includes GHG reduction measures related to the reduction of vehicle trips and VMT. The proposed project is a programmatic level plan and does not propose any specific development projects; however, because implementation of the 2021 Regional GHGRP would reduce VMT, the proposed project would result in a less-than-significant VMT impact. The SBCTA Regional VMT Study calculations for the 2021 Regional GHGRP were consistent with the GHG inventory by ensuring that SCAG's 2020-2045 RTP/SCS socioeconomic data (SED) used in the San Bernardino Transportation Analysis Model (SBTAM) were used in the GHG Reduction Plan. Therefore, the proposed project would neither conflict with nor be inconsistent with CEQA Guidelines Section 15064.3, and the impact would be less than significant.

1.17.1.3 Design Features

The Regional GHGRP EIR determined that the 2014 Regional GHGRP does not include facilities that would substantially increase hazards, nor would it construct incompatible uses. Energy-producing facilities needed for implementation of the 2014 Regional GHGRP Plan would consist of solar arrays or wind turbines on rooftops of new or renovated buildings, adjacent to structures, or in open spaces. Appropriate setbacks would be required as specified in local Municipal Codes to ensure

² Governor's Office of Planning and Research (OPR), 2018. Technical Advisory for Evaluating Transportation Impacts under CEQA. December. Available online at: opr.ca.gov/docs/20190122-743_Technical_Advisory.pdf (accessed August 2022).

there would be no increase in hazards to vehicles as a result of implementation of the proposed project. The Regional GHGRP concluded that this impact would be less than significant.

Future development associated with the 2021 Regional GHGRP would also be required to comply with local Municipal Code standards to ensure there would be no increase in hazards to vehicles as a result of implementation of the proposed project. As such, the proposed project would not lead to new or more severe impacts related to design features beyond those identified in the Regional GHGRP EIR.

1.17.1.4 Emergency Access

As discussed in the Regional GHGRP EIR, the 2014 Regional GHGRP reduces GHG emissions and includes GHG reduction measures such as energy efficiency goals, energy efficiency retrofits, renewable energy generation, the reduction of vehicle trips and VMT to reduce transportation related emissions, waste diversion and water conservation programs. None of the GHG reduction measures would alter emergency access or evacuation plans. Improvements to transit, bicycle, and pedestrian infrastructure along roadways that would serve as emergency access and evacuation be reviewed by the local planning departments to ensure adequate ingress and egress along these roadways. Therefore, the impact was determined to be less than significant.

Future development associated with the 2021 Regional GHGRP would also be required to comply with local requirements related to emergency access. As such, the proposed project would not lead to new or more severe impacts related to emergency access beyond those identified in the Regional GHGRP EIR.

1.17.2 Applicable Mitigation

No mitigation was required for this topic in the Regional GHGRP EIR, and no new mitigation measures are required.

1.17.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts. Therefore, there would be no new impacts related to transportation associated with the proposed project and mitigation is not required.

1.18 TRIBAL CULTURAL RESOURCES

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)? Or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.18.1 Discussion

Since the Regional GHGRP EIR was certified before tribal cultural resources analysis became a CEQA threshold requirement, the determination of whether tribal cultural resources need to be analyzed for this proposed project is governed by the law on supplemental or subsequent EIRs (Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15164).

The topic of the project's potential to cause a substantial adverse change in the significant of a tribal cultural resource was not analyzed in the Regional GHGRP EIR. As such, these impacts are not required to be analyzed unless they constitute new information of substantial importance that was not known and could not have been known at the time the previous EIR was certified as complete (Public Resources Code Section 21166 and the CEQA Guidelines Sections 15162 and 15164). The impact of tribal cultural resources was known at the time of the certification of the GHGRP EIR. Under CEQA standards, it is not new information that requires analysis in a supplemental EIR. However, the following discussion is provided for informational purposes.

AB 52, which became law on January 1, 2015, provides for consultation with California Native American tribes during the CEQA environmental review process, and equates significant impacts to "tribal cultural resources" with significant environmental impacts. Public Resources Code (PRC) Section 21074 states that "tribal cultural resources" are:

- Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe and are one of the following:
 - Included or determined to be eligible for inclusion in the California Register of Historical Resources.
 - Included in a local register of historical resources as defined in subdivision (k) of PRC Section 5020.1.
 - A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

A “historical resource” (PRC Section 21084.1), a “unique archaeological resource” (PRC Section 21083.2(g)), or a “nonunique archaeological resource” (PRC Section 21083.2 (h)) may also be a tribal cultural resource if it is included or determined to be eligible for inclusion in the California Register of Historical Resources (California Register). The consultation provisions of the law require that a public agency consult with local Native American tribes that have requested placement on that agency’s notification list for CEQA projects. Within 14 days of determining that a project application is complete, or a decision by a public agency to undertake a project, the lead agency must notify tribes of the opportunity to consult on the project, should a tribe have previously requested to be on the agency’s notification list. California Native American tribes must be recognized by the NAHC as traditionally and culturally affiliated with the project site, and must have previously requested that the lead agency notify them of projects. Tribes have 30 days following notification of a project to request consultation with the lead agency.

The purpose of consultation is to inform the lead agency in its identification and determination of the significance of tribal cultural resources. If a project is determined to result in a significant impact on an identified tribal cultural resource, the consultation process must occur and conclude prior to adoption of a Negative Declaration or Mitigated Negative Declaration, or certification of an Environmental Impact Report (PRC Sections 21080.3.1, 21080.3.2, 21082.3).

The 2021 Regional GHGRP itself does not include any physical development or land use changes. Future development associated with implementation of the 2021 Regional GHGRP increase could impact unknown archaeological resources including Native American artifacts and human remains. As such, future development would be subject to AB 52 and SB 18 requirements. In addition, future development would also be required to comply with national, State and local laws as well as local General Plan policies and Municipal Code standards pertaining to tribal cultural resources. Therefore, potential impacts to tribal cultural resources would remain at a less-than-significant level. Therefore, the proposed project would not lead to new or more severe impacts to tribal cultural resources beyond those identified in the Regional GHGRP EIR.

1.18.2 Applicable Mitigation

No substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts, and no new mitigation measures are required.

1.18.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts. Although this impact was not identified in the Regional GHGRP EIR, there would be no new impacts related to tribal cultural resources associated with the proposed project and additional mitigation is not required.

1.19 UTILITIES AND SERVICE SYSTEMS

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.19.1 Discussion

1.19.1.1 Construction of New or Expanded Utility Facilities

As discussed in the Regional GHGRP EIR, implementation of the 2014 Regional GHGRP includes water conservation strategies, such as low flow toilets, and more efficient water using appliances such as dishwashers in new residential and commercial buildings along with existing building retrofit incentives to conserve water use. Therefore, the Regional GHGRP EIR determined that implementation of the 2014 Regional GHGRP does not increase capacity or the need for additional water treatment. Impacts were determined to be less than significant.

In addition, the Regional GHGRP EIR found that new stormwater drainage facilities would be needed, if a project increased impervious surfaces causing additional runoff or a project changed the surface flow in a way that required stormwater new drainage facilities. However, as discussed in the Regional GHGRP EIR, implementation of the 2014 Regional GHGRP would not result in a substantial (if any) increase in impervious surfaces. As such the Regional GHGRP found that implementation of the 2014 Regional GHGRP would not substantially change the drainage patterns and impacts were found to be less than significant.

The 2021 Regional GHGRP also includes water conservation strategies which would reduce water use and would not increase capacity or the need for additional water treatment. In addition, the 2021 Regional GHGRP also would facilitate development in areas where current or planned future infrastructure exists and is not expected to substantially change the drainage patterns. Further, the 2021 Regional GHGRP establishes GHG reduction measures that encourage energy-saving retrofits

to existing buildings and incorporation of energy-generating components in new construction, such as solar arrays, and renewable energy generating facilities. Future energy generating facilities would be evaluated on an individual basis as part of the development review process and would be required to comply with the most current requirements for the installation of new utility infrastructure. In addition, future development would also be required to comply with the local General Plan policies and Municipal Code standards. Therefore, the proposed project would not result in new or more severe impacts to utilities than were identified in the Regional GHGRP EIR.

1.19.1.2 Water Supply

As discussed in the Regional GHGRP EIR, implementation of the 2014 Regional GHGRP includes water conservation strategies, such as water-efficient landscaping, low flow toilets, and more efficient water using appliances such as dishwashers in new residential and commercial buildings along with existing building retrofit incentives to conserve water use. The Regional GHGRP EIR determined that the net result of these measures is the reduction in water consumption. For these reasons, the Regional GHGRP EIR determined that the 2014 Regional GHGRP results in better management of existing water supplies and that impacts would be less than significant.

Similarly, the 2021 Regional GHGRP includes GHG reduction measures related to water conservation and is also expected to reduce water consumption. As such, the proposed project would not result in new or more severe impacts related to water supply than were identified in the Regional GHGRP EIR.

1.19.1.3 Wastewater

As discussed in the Regional GHGRP EIR, implementation of the 2014 Regional GHGRP includes water conservation strategies, which would the amount of wastewater going to wastewater treatment facilities. The Regional GHGRP EIR concluded that impacts would be less than significant.

The 2021 Regional GHGRP also includes water conservation strategies. As such, the 2021 Regional GHGRP is expected to also reduce the amount of wastewater going to wastewater treatment facilities. Therefore, the proposed project would not result in new or more severe impacts related to wastewater than were identified in the Regional GHGRP EIR.

1.19.1.4 Solid Waste

The Regional GHGRP concluded that implementation of the 2014 Regional GHGRP includes solid waste diversion that would reduce the amount of waste currently going to landfills. As such, impacts were determined to be less than significant.

The 2021 Regional GHGRP also includes solid waste diversion that would reduce the amount of waste currently going to landfills; therefore, the proposed project would not result in new or more severe impacts related to solid waste than were identified in the Regional GHGRP EIR.

1.19.2 Applicable Mitigation

No mitigation was required for this topic in the Regional GHGRP EIR, and no new mitigation measures are required.

1.19.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts. Therefore, there would be no new impacts related to utilities and service systems associated with the proposed project and mitigation is not required.

1.20 WILDFIRE

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.20.1 Discussion

Wildland fires occur in geographic areas that contain the types and conditions of vegetation, topography, weather, and structure density susceptible to risks associated with uncontrolled fires that can be started by lightning, improperly managed camp fires, cigarettes, sparks from automobiles, and other ignition sources.

As previously discussed in Section 1.9 of this Environmental Checklist, Hazards and Hazardous Materials, the Regional GHGRP EIR found that facilities and infrastructure built as a result of the 2014 Regional GHGRP implementation would be reviewed for adherence to the building and fire codes. In addition, as identified in the Regional GHGRP EIR, compliance with General Plan policies would further prevent or minimize fire hazards. The Regional GHGRP EIR determined that there would be no impact or a less-than-significant impact and no mitigation was required.

Implementation of the 2021 Regional GHGRP increase does not include any physical development or land use changes and would not expose people or structures to a significant risk of loss, injury or death involving wildland fires. In addition, future development would be required to comply with General Plan policies related to wildfire and would also be reviewed for adherence to the building and fire codes. As such, the proposed project would not result in new or more severe impacts related to wildfire than were identified in the Regional GHGRP EIR.

1.20.2 Applicable Mitigation

No mitigation was required for this topic in the Regional GHGRP EIR, and no new mitigation measures are required.

1.20.3 Conclusion

No substantial changes in environmental circumstances have occurred for this topic, and no revisions to the project have occurred, or new information known that could not have been known at the time the Regional GHGRP EIR was certified leading to new or more severe significant impacts. Therefore, there would be no new impacts related to wildfire associated with the proposed project and mitigation is not required.

2.0 LIST OF PREPARERS

LSA Associates, Inc.

2565 Alluvial Avenue, Suite 172
Clovis, California 93611

Amy Fischer, Principal in Charge
Cara Carlucci, Associate



This page intentionally left blank

3.0 REFERENCES

Governor's Office of Planning and Research (OPR), 2018. Technical Advisory for Evaluating Transportation Impacts under CEQA. December. Available online at: opr.ca.gov/docs/20190122-743_Technical_Advisory.pdf (accessed August 2022).

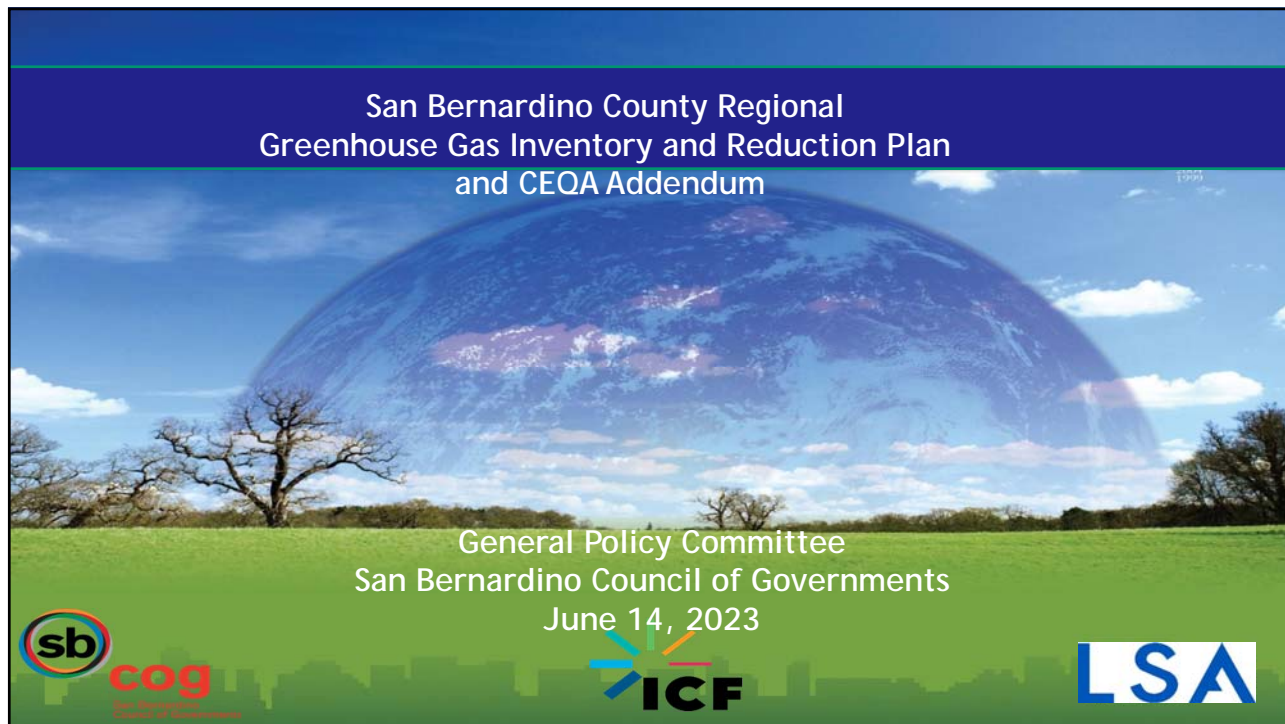
San Bernardino Associated Governments (SANBAG), 2014. *San Bernardino County Regional Greenhouse Gas Emissions Inventories and Reduction Plan Environmental Impact Report*. SCH No. 2012111046. February.

SANBAG, 2014. *San Bernardino County Regional Greenhouse Gas Reduction Plan*. March.

SBCOG, 2021. *San Bernardino County Regional Greenhouse Gas Reduction Plan*. March.




This page intentionally left blank



Reminder: What is in the Regional Plan?

- Background on climate action planning and legislation
- For each jurisdiction:
 - an inventory of GHG emissions for each jurisdiction;
 - a forecast of future GHG emissions;
 - an identified GHG reduction goal;
 - measures to reduce GHG emissions under the control of the jurisdiction;
- Implementation actions to ensure that the measures result in actual reductions;
- Technical documentation of methodologies used in the study



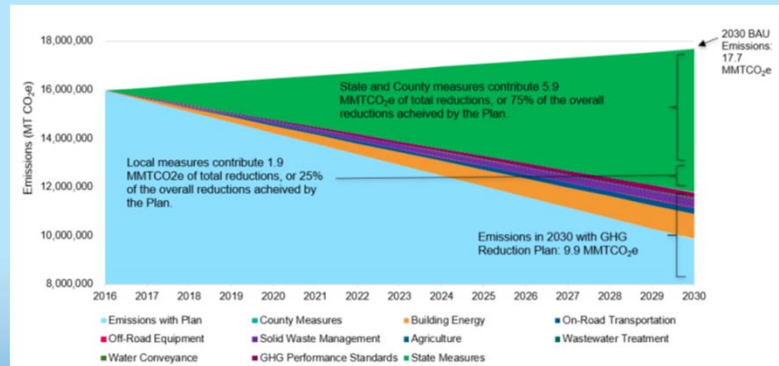
sb cog
San Bernardino
Council of Governments

ICF

LSA

Reminder: Plan Outcomes – Local Reductions

■ Total Reductions in 2030 with Plan



Reminder: Plan Outcomes – Local Reductions



Sectors	% of Total
Building Energy	49%
OnRoad Transportation	13%
OffRoad Transportation	1%
Solid Waste Management	18%
Water Conservation/Conveyance	5%
Wastewater	0%
Agriculture	2%
GHG Performance Standard	12%
Total Local Measures	100%



How do local jurisdictions use the Regional Plan?

- Regional Plan contains technical information:
 - Background Info Inventory
 - Reduction Targets – Selected by each city
 - Reduction Measures – Selected by each city
 - Generic Implementation Process
- Local City:
 - Uses technical information from Regional Plan
 - Uses City chapter and background info
 - Refine/adapt/elaborate measures (if desired)
 - Define local implementation steps
 - Compiles local CAP using the above information
 - Processes through local approval



What is the Regional Plan Approval Process?

- Q: Who “approves” the Regional Plan?
 - A: SBCOG will adopt its part of the Plan and recommend plan to cities. SBCOG approval does not commit the cities to action. SBCOG will consider approval after consideration of the CEQA Addendum to the 2014 EIR
 - A: Each city will decide:
 - Whether to use the regional plan reduction measures
 - Whether to adopt a local climate action plan



CEQA Process for the Regional Plan

- 2014 CEQA Environmental Impact Report
 - Analyzed implementation of the original Regional Plan
 - SBCTA adopted; Cities could use.
- 2023 CEQA Addendum
 - Analyzes the changes in the updated Regional Plan
 - Relies on the continued implementation of the mitigation measures identified in the 2014 EIR
 - Concludes no new or substantially more adverse significant impacts beyond those disclosed in the 2014 EIR
 - SBCTA to consider adoption on **June 14, 2023**
 - Once adopted, Cities/County can use the 2014 EIR + 2023 Addendum as the CEQA document for local climate actions consistent with the updated plan.



San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan and CEQA Addendum

Q & A / Discussion



Minute Action

AGENDA ITEM: 23

Date: July 5, 2023

Subject:

Fiscal Year 2023/2024 State of Good Repair Program Allocations

Recommendation:

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

A. Allocate \$4,281,006 of State of Good Repair Program – Population Share and Operator Share funding to the following projects:

- i. Intelligent Transit Systems – Morongo Basin Transit Authority (MBTA) - \$127,536
- ii. Crestline Transit Center Facility Project – Mountain Area Regional Transit Authority (Mountain Transit) - \$88,575
- iii. Preventative Maintenance – City of Needles - \$8,531
- iv. Facilities Improvements – Omnitrans - \$377,966
- v. Service Vehicles – Victor Valley Transit Authority (VVTA) - \$240,000
- vi. Microtransit Vehicles – VVTA - \$579,425
- vii. Metrolink Capital Maintenance – Southern California Regional Rail Authority - \$295,384
- viii. Metrolink Station Improvements – SBCTA - \$2,563,589

B. Adopt Resolution No. 23-027, authorizing the Executive Director, or his designee, to submit project nominations to the California Department of Transportation for Fiscal Year 2023/2024 State of Good Repair Program funds for the projects listed above.

Background:

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

Administered by the California Department of Transportation (Caltrans), SGR Program funds are apportioned to eligible agencies using the State Transit Assistance (STA) Program formula. The formula apportions 50 percent of the available SGR funds by population and the remaining 50 percent by operator revenues from the prior Fiscal Year (FY), in accordance with Public Utilities Code (PUC) Section 99313 and PUC Section 99314, respectively. The State Controller's Office (SCO) is responsible for determining the estimated funding levels for PUC Section 99313 (Population Share) and PUC Section 99314 (Operator Share) funds. San Bernardino County Transportation Authority (SBCTA), as the regional transportation planning agency, will receive direct allocations of SGR funds in accordance with PUC Section 99312.2(c) and is responsible for allocating SGR-Population Share funds to projects based on local need and sub-allocating SGR-Operator Share funds to the transit operators in the Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 2

San Bernardino County region based on the amounts published by the SCO. SBCTA is further responsible for providing a list annually to Caltrans of all projects proposed to be funded with SGR funds made available to San Bernardino County. Agencies eligible to receive SGR funds include SBCTA, Omnitrans, Victor Valley Transit Authority (VVTa), Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit Authority (Mountain Transit), City of Needles, and Southern California Regional Rail Authority (SCRRA).

In March 2023, the SBCTA Board of Directors (Board) approved the total FY 2023/2024 SGR-Population Share apportionment for \$3,539,505 in accordance with estimates released by the SCO. The Board also approved apportioning the funds to the Valley and Mountain/Desert areas based on California Department of Finance Population Data and further apportioning the Mountain/Desert SGR-Population Share apportionment to the Mountain/Desert transit operators in accordance with the population of their respective service areas. The total amount of FY 2023/2024 SGR-Population Share funds available to the Valley and Mountain/Desert is \$2,563,589 and \$975,916, respectively. As required, SGR-Operator Share funds are allocated to the transit operators in the San Bernardino region based on the amounts determined by the SCO. Since SBCTA has no discretion in the apportionment of the SGR-Operator Share, and Caltrans does not require revised allocation documents, the Board authorized SBCTA staff to release SGR-Operator Share funds as they are received. The final SGR-Population Share apportionments were approved by the Board in March 2023 and the estimated SGR-Operator Share funds to be disbursed are included below in Table 1.

Table 1 – Fiscal Year 2023/2024 SGR-Population Share and Operator Share Apportionments

Agency	Population Share ¹	Operator Share	Total SGR Apportionment
Valley	\$2,563,589	-	\$2,563,589
Omnitrans	-	\$377,966	\$377,966
SCRRA	-	\$295,384	\$295,384
MBTA	\$116,204	\$11,332	\$127,536
Mountain Transit	\$82,348	\$6,227	\$88,575
City of Needles	\$7,889	\$642	\$8,531
VVTa	\$769,475	\$49,950	\$819,425
Total	\$3,539,505	\$741,501	\$4,281,006

¹ Apportionment includes revenue over FY 2021/2022 estimate + interest.

SBCTA staff contacted all transit operators requesting the submission of a proposed list of projects to be funded with SGR funds. Based on project list submittals and discussions with the operators concerning the availability of funds, SBCTA staff is recommending the following projects for FY 2023/2024 SGR allocations:

MBTA Intelligent Transit Systems - \$127,536

MBTA will be using SGR funding to implement an intelligence transit system technology on its buses to include the following modules: fixed route Computer Aided Design/Automatic Vehicle Location (CAD/AVL) and Global Positioning (GPS) System, voice over internet protocol communication, demand response scheduling, business intelligence – reporting and analytics, San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 3

automatic passenger counting, electronic fare counting, on-board audio/video vehicle announcements, tracking website and mobile app, vehicle health monitoring, and electronic pre-trip inspections.

Mountain Transit Crestline Transit Center Facility Project - \$88,575

Mountain Transit will be using SGR funding to construct a new transit center facility at its property on Forest Shade Road in Crestline to replace the office space that was severely damaged by a fire that occurred in August 2019.

City of Needles Preventative Maintenance - \$8,531

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

Omnitrans Preventative Maintenance - \$377,966

Omnitrans will utilize the SGR funding for preventative maintenance. Preventative maintenance will help prevent any future failures on their service vehicles.

VVTA Service Vehicles - \$240,000

This project will add four service vehicles to VVTA's fleet. The additional service vehicles will ensure that the drivers have the support vehicles needed to provide the service, decrease down time, and increase service reliability.

VVTA Microtransit Vehicles - \$579,425

VVTA will use SGR funds to purchase six, nine-passenger/two-wheelchair position vans for its Microtransit service. The vans will have a side passenger entrance door with Americans with Disabilities Act (ADA) accessibility via a ramp. The vehicles will be equipped with front and rear air conditioning and heaters, handrails/stanchions, and surveillance systems.

Metrolink Capital Maintenance - \$295,384

SCRRA will use SGR funds to rehabilitate, reconstruct, or replace various Metrolink structures and equipment vital to Metrolink service including: track, track beds, signals, communication systems, facilities and stations, platforms, signage, and rolling stock. This funding will be allocated with SCRRA's FY 2023/2024 Rehabilitation Program subsidy.

SBCTA Metrolink Station Improvement Project - \$2,563,589

SBCTA will use SGR funds to upgrade Metrolink stations within San Bernardino County, specifically the San Bernardino Line. This funding will be used to improve station amenities that are outdated or are in need of repair. This will be the first of two accruals.

Caltrans requires that SBCTA submit an authorizing resolution from its governing board that approves the submission of the Certifications and Assurances (included as Attachment 2), authorizes SBCTA to accept the SGR funds, and authorizes SBCTA's Executive Director, or his designee, to execute the Certifications and Assurances and other relevant documents necessary for funding and completing the SGR-funded projects.

Board of Directors Agenda Item
July 5, 2023
Page 4

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 15, 2023. SBCTA General Counsel has reviewed this item and the draft resolution.

Responsible Staff:

Nancy Strickert, Transit Manager

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

RESOLUTION NO. 23-027

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE PROJECTS FUNDED BY CALIFORNIA STATE OF GOOD REPAIR PROGRAM FUNDS

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

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

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

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

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

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

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

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

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

Section 3. The submittal of the following project nominations to the Department for Fiscal Year 2023/2024 SGR funds is hereby authorized:

- Morongo Basin Transportation Authority Intelligent Transit Systems
- Mountain Transit Crestline Transit Center Facility Project
- City of Needles Preventative Maintenance
- Omnitrans Preventative Maintenance
- Victor Valley Transportation Authority Service Vehicles
- Victor Valley Transportation Authority Microtransit Vehicles
- Southern California Regional Rail Authority Metrolink Capital Maintenance
- San Bernardino County Transportation Authority Metrolink Station Improvements Project (accrual)

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

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on July 5, 2023.

By: _____
Dawn M. Rowe, Board President
San Bernardino County Transportation Authority

ATTEST:

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

State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient: Name_____.

Effective Date: Date Month, 20xx_____.

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

A. General

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

B. Project Administration

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

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

C. Reporting

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

D. Cost Principles

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

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

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

E. Record Retention

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

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

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

F. Special Situations

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

I certify all of these conditions will be met.

AGENCY NAME

BY:

 AUTHORIZING OFFICER, Title
 Unit/Department

ATTACHMENT I

(INSERT Agency Board Resolution approving this document)

DRAFT

Minute Action

AGENDA ITEM: 24

Date: July 5, 2023

Subject:

Fiscal Year 2023/2024 Transit Operator Allocations

Recommendation:

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

- A. Approve the Fiscal Year 2023/2024 Transit Operator Funding Allocations to the City of Needles, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans, and Victor Valley Transit Authority.
- B. Approve revisions to the transit agencies' Short Range Transit Plan revenue assumptions to reflect the final allocation amounts.
- C. Approve the revised Congestion Mitigation and Air Quality Allocation Plan through Fiscal Year 2032/2033.

Background:

San Bernardino County Transportation Authority (SBCTA) staff has worked with each of the transit operators to determine their funding needs for Fiscal Year (FY) 2023/2024. Attachment 1 outlines the proposed FY 2023/2024 transit funding allocations for the individual transit operators. Attachment 2 contains the recommended revisions to the operator Short Range Transit Plan (SRTTP) revenue assumptions to reflect consistency with the proposed FY 2023/2024 allocations. Attachment 3 is the proposed revised Congestion Mitigation and Air Quality Allocation Plan through FY 2031/2032 that has been developed in coordination with the transit operators. Allocations to SBCTA and Southern California Regional Rail Authority (SCRRA) are addressed in separate SBCTA Board of Directors (Board) actions.

The COVID-19 pandemic appears to be drawing to a close. However, transit ridership throughout San Bernardino County has yet to fully recover to pre-pandemic levels and the loss of passenger fare revenue continues to be significant.

Fund Source Detail

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

Local Transportation Fund (LTF) - LTF is derived from a quarter cent of the general sales tax collected statewide, enacted as part of the Transportation Development Act (TDA) of 1971. LTF is the most flexible funding source available for transit as it can be used for capital and operations with minimal restrictions and does not require matching funds. The main qualifying requirement is that an operator must maintain a minimum ratio of fare revenue to operating cost of at least 20 percent in urban areas and 10 percent in rural areas, unless an alternate ratio has been adopted.

Entity: San Bernardino County Transportation Authority

The COVID-19 pandemic was predicted to severely impact LTF revenues, but the Wayfair Decision, which allows the state to charge tax on purchases from out-of-state sellers, had positive impacts, and LTF revenues have continued to increase year-over-year. The annual apportionment includes the estimated amount available, a 10 percent reserve per Board policy, and priority uses per the TDA. Set-asides for priority uses prior to apportioning based on population include: one percent for TDA administrative costs, three percent for SBCTA planning efforts, three-quarter percent for Southern California Association of Governments (SCAG) planning efforts, and two percent for pedestrian and bike facilities. In accordance with TDA, the remainder of LTF can be set aside for passenger rail service operations, capital improvements and community transit services, prior to area apportionment. However, SBCTA does not elect to use that set-aside and instead allocates to rail and community transit services after apportioning the remaining balance geographically based on population.

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

State Transit Assistance (STA) – STA funding is derived from the statewide sales tax on diesel fuel, enacted as part of the TDA. Each January, the State Controller's Office (SCO) provides a STA revenue estimate for the following year. The total STA estimate from the SCO in February 2023 for San Bernardino County for FY 2023/2024, was \$31.6 million. That includes funding from Senate Bill (SB) 1, which stabilized STA after years of decreasing and uncertain STA revenues.

STA funds are allocated to SBCTA in accordance with California Public Utility Code (PUC) as follows: 1) 50 percent under PUC Section 99313, STA-Population Share, based on the ratio of the population of the area under its jurisdiction to the total population of the state; and 2) 50 percent under PUC Section 99314, STA-Operator Share, which is allocated to individual operators based on the ratio of the prior year transit operator passenger fare and local support revenues, including revenues from member agencies, to the total revenues of all operators in the state and member agencies. The amount of STA-Operator Share funds available to each transit operator on an annual basis is determined by the SCO, and SBCTA functions as a pass-through agency for this portion of STA for all operators except SCRRA. SCRRA is allocated STA-Operator Share funds as needed to meet their annual subsidy requirements, and if

100 percent of the funds are not needed in a given year, the funds are reserved solely for future use by SCRRA.

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

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

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

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

As with STA and SGR funds, LCTOP funding is allocated pursuant to PUC Sections 99313 and 99314. SBCTA receives LCTOP funds by formula, based on the ratio of the population of the area under its jurisdiction, to the total population of the state. A transit operator that is eligible to receive STA funds per PUC Section 99314 is eligible to receive LCTOP funds by formula based

on the ratio of the revenue of the transit operator's jurisdiction to the total revenue of all operators in the state. The transit operators receiving LCTOP funds per PUC Section 99314, work directly with the California Department of Transportation (Caltrans) to receive their LCTOP funds. In San Bernardino County, this includes City of Needles, Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit Authority (Mountain Transit), VVTA, Omnitrans, and SCRRA.

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

Annually, the City of Needles requests a swap of their LCTOP allocations for STA funds to reduce the administrative burden of the LCTOP funds. A swap of \$12,879 was approved by the Board in April 2023.

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

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

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

generate funding in Section 5307 funding. The funding generated from vanpool will be able to cover the cost of the program.

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

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

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

Congestion Mitigation and Air Quality Funds (CMAQ) – CMAQ funds are Federal formula funds apportioned by Caltrans based on population and emissions weight factors to specific air basins such as the South Coast Air Basin and Mojave Desert Air Basin. SBCTA receives annual apportionments of CMAQ funds and has historically been the agency responsible for recommending projects; however, after FY 2025/2026 SBCTA will be required to recommend projects to SCAG for final project selection. Activities typically eligible for CMAQ funding include: high occupancy vehicle and express lanes, transit improvements, travel demand management strategies, traffic flow improvements such as signal synchronization, and public fleet conversions to cleaner fuels. SBCTA is responsible for submitting a CMAQ annual report to the Federal Highway Administration (FHWA) and Caltrans. The annual report documents the results of emission reduction assessments for projects in San Bernardino County using CMAQ

Board of Directors Agenda Item

July 5, 2023

Page 6

funding for each Federal FY. Each CMAQ project must be analyzed using calculation methodologies recommended and approved by Caltrans and the CARB and shown to provide emissions reductions.

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

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

LTF, STA, SGR, and MSI S&D funds available for allocation to the individual transit operators are included in the SBCTA FY 2023/2024 Budget. This includes an additional allocation to City of Needles for a new garage for the Dial-A-Ride paratransit services and one vehicle for their Needles Area Transit Services. Additionally, Mountain Transit previously had requested additional funding for their two facilities project; however, at this time funding is not needed for this project as they currently have enough funding for engineering and environmental. Mountain Transit did request funding for service vehicles and office equipment.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 15, 2023.

Responsible Staff:

Nancy Strickert, Transit Manager

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

ATTACHMENT 1

Fiscal Year 2023/2024 Operator Allocations

SBCTA Allocations	MBTA	Mtn. Transit	Needles	Omnitrans	VVTA	Total
LTF ²	\$5,595,300	\$4,243,887	\$379,865	\$47,912,623	\$37,050,883	\$95,182,558
LTF Carryover	\$0	\$0	\$0	\$0	\$0	\$0
STA - Population	84361 84,644	\$803,647	\$569,411	\$0	\$750,000	\$2,123,058
Measure I - S&D	\$152,900	\$140,900	\$23,400	\$12,549,150	\$1,846,400	\$14,712,750
Measure I - CTSA	\$0	\$0	\$0	\$3,984,456	\$0	\$3,984,456
CMAQ	\$745,070	\$1,716,981	\$0	\$21,989,689	\$120,000	\$24,571,740
FTA 5307 (non-stimulus)	\$0	\$0	\$0	\$23,426,488	\$10,893,419	\$34,319,907
FTA 5339 (non-stimulus)	\$0	\$0	\$0	\$1,987,081	\$976,135	\$2,963,216
FTA 5311 (non-stimulus)	\$579,901	\$409,954	\$57,716	\$0	\$977,663	\$2,025,234
Prior Year Surplus Funds	\$0	\$0	\$0	\$0	\$0	\$0
Allocations/Estimates from other SBCTA Board actions or by other entities						
STA - Operator	\$84,361	\$46,353	\$4,776	\$2,813,660	\$371,842	\$3,320,992
STA - Operator FY2022 Negative Balance ¹	\$0	\$0	\$0	\$0	\$0	\$0
SGR - Population	\$116,204	\$82,348	\$7,889	\$0	\$769,475	\$975,916
SGR - Operator	\$11,332	\$6,227	\$642	\$377,966	\$49,950	\$446,117
LCTOP - Population	\$176,296	\$124,933	Swapped for STA-Pop	\$3,888,300	\$1,167,394	\$5,356,923
LCTOP - Operator	\$17,354	\$9,536	Swapped for STA-Pop	\$578,812	\$76,494	\$682,196
FTA 5310 (non-stimulus)	\$0	\$0	\$0	\$425,000	\$0	\$425,000
Grand Total	\$7,478,718	\$7,584,766	\$1,043,699	\$119,933,225	\$55,049,655	\$191,090,063

¹ No adjustment is necessary as all STA-Operator share actual receipts were higher than estimates.

² Mountain Transit LTF allocation has been revised by \$1 from Transit Committee on 06/15/23.

ATTACHMENT 2

Summary of Changes to SRTP Revenue Assumptions for FY 2023/2024¹

Operator	FY 2023/2024 Total Revenues	LTF/ LTF Carryover	STA	SGR	LCTOP	Measure I	CMAQ	FTA Non-Stimulus (5307/5310/5311/ 5337/5339) ²
MBTA Plan	\$ 5,174,804	3,384,815	167,750	111,167	151,262	134,946	810,119	414,745
Amendment	\$ 7,563,362	5,595,300	169,005	127,536	193,650	152,900	745,070	579,901
Difference	\$ 2,388,558	2,210,485	1,255	16,369	42,388	17,954	(65,049)	165,156
Mountain Transit Plan ⁵	\$ 8,227,297	4,243,887	850,000	88,575	134,469	140,900	1,716,981	1,052,485
Amendment	\$ 7,584,765	4,243,886	850,000	88,575	134,469	140,900	1,716,981	409,954
Difference	\$ (642,532)	(1)	-	-	-	-	-	(642,531)
Needles Plan ³	\$ 520,050	234,114	223,675	7,816	-	13,818	-	40,627
Amendment⁴	\$ 1,043,699	379,865	574,187	8,531	-	23,400	-	57,716
Difference	\$ 523,649	145,751	350,512	715	-	9,582	-	17,089
Omnitrans Plan	\$ 118,525,134	47,928,596	2,813,660	375,000	3,865,486	16,546,828	19,976,014	27,019,550
Amendment⁶	\$ 119,933,225	47,912,623	2,813,660	377,966	4,467,112	16,533,606	21,989,689	25,838,569
Difference	\$ 1,408,091	(15,973)	-	2,966	601,626	(13,222)	2,013,675	(1,180,981)
VVTA Plan	\$ 35,755,179	19,732,982	264,083	690,384	872,245	1,271,022	2,350,000	10,574,463
Amendment	\$ 55,049,655	37,050,883	1,121,842	819,425	1,243,888	1,846,400	120,000	12,847,217
Difference	\$ 19,294,476	17,317,901	857,759	129,041	371,643	575,378	(2,230,000)	2,272,754
Total Original Plan	\$ 168,202,464	75,524,394	4,319,168	1,272,942	5,023,462	18,107,514	24,853,114	39,101,870
Total Amendment	\$ 191,174,706	95,182,557	5,528,694	1,422,033	6,039,119	18,697,206	24,571,740	39,733,357
TOTAL INCREASE/(DECREASE)	\$ 22,972,242	19,658,163	1,209,526	149,091	1,015,657	589,692	(281,374)	631,487

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

² FTA FY 2023/2024 apportionments are not available now; amounts are estimates primarily based on FY 2021/2022 apportionments.

³ Needles swapping LCTOP for STA.

⁴ In FY23/24 Needles will purchase one vehicles and garage for their Dial A Ride paratransit service and will use STA dollars.

⁵ Mountain Transt Board of Directors approved a revision to their SRTP on May 17, 2023.

⁶ Omnitrans SRTP difference is based on actuals. Omnitrans SRTP shows LCTOP from prior year vs what is forecasted for FY23/24.

ATTACHMENT 3

CMAQ Allocation Plan for Transit Operators

	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026	FY 2026/2027	FY 2027/2028	FY 2028/2029	FY 2029/2030	FY 2030/2031	FY 2031/2032 ¹	Total
MBTA	\$0	\$745,070	\$904,072	\$0	\$876,513	\$595,579	\$1,040,485	\$3,053,006	\$1,500,000	\$1,079,971	\$9,794,696
Omnitrans ²	\$0	\$21,989,689	\$24,472,971	\$17,117,915	\$23,012,095	\$23,284,020	\$24,784,868	\$0	\$42,072,196	\$19,723,484	\$196,457,238
VVTA	\$2,725,000	\$120,000	\$3,044,000	\$3,100,000	\$2,500,000	\$3,465,983	\$6,311,981	\$5,658,869	\$6,696,381	\$6,003,494	\$33,622,214
VVTA Barstow	\$0	\$0	\$0	\$1,300,000	\$0	\$650,000	\$0	\$650,000	\$0	\$0	\$2,600,000
MARTA	\$0	\$1,716,987	\$1,469,675	\$102,736	\$2,750,322	\$821,931	\$0	\$1,851,448	\$2,289,384	\$0	
Total	\$2,725,000	\$24,571,746	\$29,890,718	\$21,620,651	\$29,138,930	\$28,817,513	\$32,137,334	\$11,213,323	\$52,557,961	\$26,806,949	\$242,474,148

Minute Action

AGENDA ITEM: 25

Date: July 5, 2023

Subject:

Amendment No. 4 to Contract No. 19-1001998 with AMMA Transit Planning, Inc. for Transit and Specialized Transportation Planning Services

Recommendation:

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

Approve Amendment No. 4 to Contract No. 19-1001998 with AMMA Transit Planning, Inc., for Transit and Specialized Transportation Planning Services, increasing the contract amount by \$300,000 for a new not-to-exceed amount of \$1,080,000.

Background:

On May 1, 2019, the San Bernardino County Transportation Authority (SBCTA) Board of Directors awarded Contract No. 19-1001998 to AMMA Transit Planning, Inc., for Transit and Specialized Transportation Planning Services, which included two one-year options that were exercised through Amendments No. 2 and 3. This contract is set to expire on June 30, 2024, and at this time, staff would like to increase the contract amount by \$300,000 for a new not-to-exceed amount of \$1,080,000. Approval of Amendment No. 4 will allow for the continuation of ongoing programs as well as allow for new endeavors during the remainder of Fiscal Year (FY) 2022/2023 and FY 2023/2024.

AMMA Transit Planning, Inc. has provided public transit and specialized transportation planning services to SBCTA for several years following the selection of the firm during a competitive procurement process.

A summary of the firm's activities include:

1. Support for the Public and Specialized Transportation Advisory and Coordination Council (PASTACC).
2. Conducting the annual Transportation Development Act Public Hearings.
3. Providing technical assistance, documentation and training for SBCTA, the San Bernardino County rural bus operators, and local non-profits in the following areas:
 - a. Title VI of the Civil Rights Act of 1964; and
 - b. Americans with Disabilities Act, including monitoring legal actions throughout the nation and assisting in responding to proposed federal rule making involving the provision of transit services; and
 - c. Federal Transit Administration Section 5310 Senior and Disabled programs, which include assistance with grant application submittals and application reviews.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 2

4. Assisting in marketing campaigns for the Multimodal Interconnectivity Working Group, which consists of the San Bernardino County transit operators, Metrolink, and SBCTA's rideshare and vanpool programs.
5. Providing general technical assistance to public and specialized transportation systems as requested.
6. Monitoring and reporting on trends through the preparation of the San Bernardino County Multimodal Quarterly Update.

In addition to the above ongoing projects, AMMA Transit Planning, Inc. will start new projects which will include, but are not limited to: Safety Marketing Campaign, City of Needles Short Range Transit Planning, Scope of Work for Travel Training, and complete a regional campaign for the San Bernardino Transit Center.

A new Request for Proposals will be released for consulting for specialized transit services ahead of the June 30, 2024 contract expiration date.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 15, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Nancy Strickert, Transit Manager

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

Contract Summary Sheet

25.a

General Contract Information

Contract No: 19-1001998 Amendment No.: 4

Contract Class: Payable Department: Transit

Vendor No.: 00130 Vendor Name: AMMA Transit Planning, Inc

Description: Transit and Specialized Transit Planning

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	480,000.00	Original Contingency		\$	-
Prior Amendments		\$	300,000.00	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	300,000.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,080,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	1,080,000.00

Contract Authorization

Board of Directors _____ Date: 07/05/2023 Board _____ Item # 9735

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No No Budget Adjustment _____

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

Accounts Payable

Estimated Start Date: 06/27/2019 Expiration Date: 06/30/2024 Revised Expiration Date: _____

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

							Total Contract Funding:		Total Contingency:	
							\$	1,080,000.00	\$	-
GL:	1030	30	0309	0309	52001	41200000	Sales Tax-LTF Admin	216,000.00	-	-
GL:	1035	30	0309	0309	52001	41200000	Sales Tax-LTF Planning	264,000.00	-	-
GL:	4180	30	0314	0320	52001	41100000	Sales Tax-MSI Valley TMS	56,000.00	-	-
GL:	4280	30	0314	0320	52001	41100000	Sales Tax-MSI Victor Valley TMS	14,000.00	-	-
GL:	2122	30	0383	0000	52001	42107020	FTA.S5307.CA-2018040-00	15,000.00	-	-
GL:	2122	30	0383	0131	52001	42107020	FTA.S5307.CA-2018040-00	15,000.00	-	-
GL:	1030	30	0309	0309	52001	41200000	Sales Tax-LTF Admin	75,000.00	-	-
GL:	1035	30	0309	0309	52001	41200000	Sales Tax-LTF Planning	75,000.00	-	-
GL:	4280	30	0314	0340	52001	41100000	MSI TMS Valley	12,500.00	-	-
GL:	4180	30	0314	0340	52001	41100000	MSI TMS Victor Valley	37,500.00	-	-
GL:	1030	30	0309	0309	52001	41200000	Sales Tax-LTF Admin	75,000.00	-	-
GL:	1035	30	0309	0309	52001	41200000	Sales Tax-LTF Planning	75,000.00	-	-
GL:	4180	30	0314	0340	52001	41100000	MSI TMS Victor Valley	112,500.00	-	-
GL:	4280	30	0314	0340	52001	41100000	MSI TMS Valley	37,500.00	-	-

Nancy Strickert

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

AMENDMENT NO. 4 TO CONTRACT NO. 19-1001998

FOR TRANSIT AND SPECIALIZED TRANSPORTATION PLANNING SERVICES

This AMENDMENT No. 4 to Contract No. 19-1001998 (“Amendment No. 4”) is made by and between San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and AMMA Transit Planning, Inc. (“CONSULTANT”), whose address is 19069 Van Buren Blvd., Suite 114-378, Riverside, California 92508. CONSULTANT, and SBCTA are each a “Party” and collectively “Parties”.

RECITALS:

- A. SBCTA and CONSULTANT entered into Contract No. 19-1001998 dated June 27, 2019, whereby SBCTA engaged the services of CONSULTANT to provide Transit and Specialized Transportation Planning Services (“Contract”) through June 30, 2022; and
- B. On March 19, 2021, SBCTA and CONSULTANT amended the contract to increase the Not-To-Exceed amount; and
- C. On June 01, 2022, SBCTA and CONSULTANT amended the contract to exercise the first of two one-year contract extensions extending the term through June 30, 2023, increasing the Not-To-Exceed amount, and correcting the name of CONSULTANT; and
- D. In June 2023, SBCTA and CONSULTANT amended the contract to exercise the second of two one-year contract extensions, extending the term through June 30, 2024; and
- E. The Parties desire to amend the Contract to increase the Not-to-Exceed amount by \$300,000.

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

1. Section 3.2 of Article 3. Compensation shall be deleted and replaced in its entirety with the following:

“3.2 The total Contract Not-To-Exceed Amount is One Million and Eighty Thousand Dollars (\$1,080,000). All Work provided under this Contract is to be performed as set forth in Exhibit A “Scope of Work”, and shall be reimbursed pursuant to Exhibit B.2 “Price Form”. The hourly labor rates identified in Exhibit B.2 shall remain fixed for the term of this Contract and include CONSULTANT’s direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B.2. Any travel expenses must be pre- approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B.2 or agreed to and approved by SBCTA as required under this Contract.”

2. Exhibit B and Exhibit B.1 are deleted in their entirety and replaced with Exhibit B.2 “Price Form,” attached hereto.
3. The Recitals set forth above are incorporated herein by this reference.
4. Except as amended by this Amendment No. 4, all other provisions of the Contract, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.
5. This Amendment No. 4 is effective on the date executed by SBCTA.

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

DRAFT

IN WITNESS WHEREOF, the Parties have duly executed this Assignment and Amendment No. 4 below.

CONSTULTANT:
AMMA TRANSIT PLANNING, INC

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Heather Menninger Visscher
Chief Executive Officer

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

Date: _____

By: _____
Dennis Brooks
Chief Financial Officer, Secretary

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

Exhibit B.2 "PRICE FORM"

Price List: Exhibit B.2

AMENDMENT NO. 4 TO CONTRACT NO. 19-1001998

Name	Classification/Title	Job Function(s)	Burdened Hourly Rate	
Heather Menninger	Principal-in-Charge	Project Manager	\$ 176.68	*/
Dennis Brooks	Senior Programs Administrator	Co-Project Manager	\$ 127.97	*/
Valerie Mackintosh	Planning Associate	Outreach Specialist / Title VI	\$ 127.97	*/
Selective Personnel as Needed	Data Support	Intern/Administration/Data Entry	\$ 55.00	*/
Selena Barlow	Senior Associate	Marketing Specialist	\$ 165.00	**/
Selective Personnel as Needed	Senior Associate	Procurement/ Regulations/ Technologist, Information Platforms/ Corridor	\$ 155.00 ~ 200.00	**/
Selective Personnel as Needed	Database Consultant	Data Management	\$ 105.00	**/
Michelle Kirkhoff	Senior Associate	Senior Planner/ Organizational	\$ 181.50	**/
Ronny Kraft	Associate	Planner/ GIS	\$ 121.00	**/

Rates are effective beginning July 1, 2023.

*/ Note: AMMA employees' hourly rates include overhead, general & administrative expense and a 10% fee. Rates will increase annually at or below the Riverside-San Bernadino Cost Price Index (CPI).

**/ Note: AMMA charges a 10% fee on subconsultant rates

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Annual Budget Amount
Insurance	Professional Liability - @ \$5 Million per occurrence \$5 Million aggregate		\$3,003
Printing	\$0.15 pp blk \$0.50 pp col	4 PASTACC meetings + incidental surveys	\$1,000
Graphical Support	Billed per project or graphical piece	supporting any marketing initiatives	\$3,000
Mileage, Local Travel	IRS rate; travel within San Bernardino County		\$1,500
Out-of-town Travel (airfare and per diem)	3 associates' travel to SB County		\$3,000
Out-of-town Travel (airfare and per diem)	Conference participation, including registration		\$1,500
Outside editor	Varies based on document length; for formal reports & studies	For quarterly reports and full SRTP documents or other formal Plans	\$2,500
Translation assistance	\$ generally \$50- \$100 per page depending on content and language; hourly rates for simultaneous translation vary	incidental surveys	\$1,500
Estimated Annual Direct Expense Total, Inclusive of Insurance			\$17,003



Signature of Authorized Person

4/17/2023

Date

Minute Action

AGENDA ITEM: 26

Date: July 5, 2023

Subject:

Award Contract No. 23-1002920 for On-Call Railroad Property Maintenance of Way Services

Recommendation:

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

Award Contract No. 23-1002920 to Joshua Grading & Excavating Inc., for On-Call Railroad Property Maintenance of Way Services, for an amount not-to-exceed \$5,500,000 with an initial term of five years and two one-year options not-to-exceed an aggregate total of seven years.

Background:

On January 4, 2023, the San Bernardino County Transportation Authority (SBCTA) Board of Directors authorized the release of Request for Proposals (RFP) No. 23-1002920 for On-Call Railroad Property Maintenance of Way Services.

RFP No. 23-1002920 was released on March 30, 2023. The notification for the RFP was received by 33 firms and downloaded by 31 firms. Three proposals were received by the deadline of May 12, 2023 at 2:00 PM, of which two were deemed responsive by SBCTA Procurement.

The Evaluation Committee, which consisted of two SBCTA staff and one person each from Southern California Regional Rail Authority and Orange County Transportation Authority, reviewed the responsive proposals from Joshua Grading & Excavating Inc. (JGE) and Golden West Arbor Services Inc. (GWA) independently and scored each firm's proposal on the following criteria: Qualifications, Related Experience and References 20 points, Proposed Staffing and Project Organization 25 points, Work Plan 30 points, and Cost 25 points for a total of 100 points. The Evaluation Committee met on May 25, 2023 and after having reviewed the proposals and discussion amongst the Evaluation Committee members, the Project Manager decided that optional interviews, tentatively scheduled for May 31, 2023, were not necessary. The Evaluation Committee found JGE's proposal to be the strongest proposal; as such, staff recommends that the Board award Contract No. 23-1002920 to JGE. JGE has demonstrated that it has the resources and programs in place to operate within the active railroad right-of-way.

Contract No. 23-1002920 includes annual increases in labor costs to cover the costs of Department of Industrial Relations (DIR) predetermined wage increases and a two percent annual increase for labor classifications in years which are not subject to a DIR predetermined wage increase. The two percent annual increases, which are not predetermined by the DIR, will help to keep rates competitive in a competitive labor market. These annual increases result in a projected seven-year contract consisting of five base years and two additional one-year options, at a projected cost of \$7,830,000. Staff is recommending that Contract No. 23-1002920 be awarded in an amount not-to-exceed \$5,500,000 to cover the projected contract costs of the five base years.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Entity: San Bernardino County Transportation Authority

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 15, 2023. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract. SBCTA Risk Manager reviewed the draft contract prior to release of Request for Proposals No. 23-1002920, there are no contract exceptions or deviations or changes otherwise made to the draft contract since SBCTA Risk Manager's review.

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

Contract No.: 23-1002920 Amendment No.: _____

Contract Class: Payable Department: Transit

Vendor No.: 01121 Vendor Name: JOSHUA GRADING & EXCAVATING INC.

Description: ON-CALL RAILROAD RIGHT OF WAY MAINTENANCE SERVICES

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	5,500,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	5,500,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	5,500,000.00

Board of Directors	Date: 07/05/2023	Board	Item # 9737
Contract Management (Internal Purposes Only)			

Board of Directors

Date: 07/05/2023

Board

Item # 9737

Contract Management (Internal Purposes Only)

Other Contracts

Sole Source? No

No Budget Adjustment

Local

Professional Services (Non-A&E)

N/A

[illegible]

Ryan Aschenbrenner

Victor Lopez

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Five year initial term ending June 30, 2028. Contract includes two (1) year option. Initial \$5.5M Contract expenditure authority is projected to cover only the initial five year term.

CONTRACT NO. 23-1002920**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****JOSHUA GRADING & EXCAVATING INC.****FOR****ON-CALL RAILROAD PROPERTY MAINTENANCE OF WAY SERVICES**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Joshua Grading & Excavating Inc. ("CONSULTANT"), whose address is PO Box 292329, Phelan, California 92329. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires certain work services as described in Exhibit "A" of this Contract; and

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work") in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word "Work" includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

- 1.2 The Project Manager for this Contract is Ryan Aschenbrenner, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the SBCTA Director of Transit and Rail Programs or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals; and demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through June 30, 2028, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for up to two - one year Option Terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2030.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or application to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Five Million Five Hundred Thousand Dollars (\$5,500,000.00). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work", and shall be reimbursed pursuant to Exhibit B "Price Proposal for Time and Materials". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract, except as to when prevailing wage must be paid, in which case the current applicable prevailing wage shall be paid, and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.3 For personnel subject to prevailing wage rates as described in the California Labor Code, all wage increases that are the direct result of changes in the prevailing wage rates, are reimbursable.
- 3.4 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.

- 3.4.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.4.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link:
<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and

that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

4.4 *Intentionally Omitted..*

4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.

4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.

4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of

the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 10. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A “Scope of Work”. At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 11. TECHNICAL DIRECTION

11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA’s Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term “Technical Direction” is defined to include, without limitation:

11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.

11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.

11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.

11.1.4 SBCTA’s Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.

11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA’s Project Manager does not have the authority to, and may not, issue any Technical Direction which:

11.2.1 Increases or decreases the Scope of Work;

11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;

11.2.3 Constitutes a change as defined in the “CHANGES” Article of the Contract;

11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the “COMPENSATION” Article or the time required for Contract performance;

- 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
- 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
- 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:
- 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
- 11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

- 12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County

laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102.

ARTICLE 15. KEY PERSONNEL

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

Name	Job Classification/Function
Jordan Gibson	Project Manager/RWIC
Chase Gibson	Foreman/RWIC
Jeff Dineen	Equipment Operator
Jake Martineau	Laborer
Kim Carpenter	Contract Administrator

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents, data, or information (“Products”), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault of or an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information (“PII”) and/or Sensitive Security Information (“SSI”) will be required to execute a Confidentiality Agreement.

ARTICLE 18. TERMINATION

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

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

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. Intentionally Omitted.

21.1.2 Worker’s Compensation/Employer’s Liability. The policies must include the following:

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

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

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

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$5,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$5,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury

- \$5,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The contract number and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

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

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

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.

- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
 - Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.
- 21.1.6 Pollution Liability The policy must include the following if it is determined by SBCTA's Risk Manager to be in SBCTA's best interests to require such policy:
- \$2,000,000 per claim or occurrence limits/\$4,000,000 in the aggregate
 - If the services involve mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
 - If the services involve lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.
- 21.1.7 Technology Professional Liability Errors and Omissions Insurance – Intentionally Omitted

21.1.8 Railroad Protective Liability Railroad Protective Liability Insurance: Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of SCRRA with respect to the operations the CONSULTANT or any of their subcontractors perform on the Property.

- Minimum Limits: **\$2 million per occurrence**, combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **\$6 million annual aggregate** shall apply. If providing coverage on the London claims-made form, the following provisions shall apply: The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- If equivalent, or better, wording is not contained in the policy form, the following endorsement must be included:
 - It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

In cases of low hazard activity and insignificant risk to rail facilities, and if the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the CONSULTANT are explicitly notified, trained, and supervised such that they are not permitted to have any contact with the track or its related improvements, the Railroad Protective Liability Insurance requirement may be waived by SBCTA, or its designated representative, in SBCTA's sole and absolute discretion, where SBCTA's agreements and obligations with rail operators allow it.

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better 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.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT 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. CONSULTANT will pay, and shall require its subconsultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval, no deductibles or SIR will be allowed. At the option of SBCTA, 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 CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors,

officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, in its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA, or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days' prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at procurement@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Non-Limitation of Insurance Requirements - The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the

indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700, which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

21.2.11 Project Specific Insurance - All insurance coverage required to be provided by CONSULTANT, with the exception of automobile liability and workers' compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs

provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.

21.2.12 No Representations or Warranties - SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

21.2.13 Review of Coverage – SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change, any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.

21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

21.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA and its authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional.

22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA and its 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 and for any costs or expenses incurred by SBCTA 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. CONSULTANT’s indemnification obligation applies to SBCTA’s “active” as well as “passive” negligence, but does not apply to SBCTA’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT’s proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA’s written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA’s approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA’s approval shall not be unreasonably withheld.
- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCTA or any of its designees, representatives, or agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

31.1 The Contract consists of the following: Contract Articles, Exhibit A "Scope of Work", and Exhibit B "Price Proposal", SBCTA's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.

- 31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request for Proposal; and last, CONSULTANT's proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 32. COMMUNICATIONS AND NOTICES

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 Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To JOSHUA GRADING & EXCAVATING INC.	To SBCTA
PO Box 292329	1170 W. 3rd Street, 2nd Floor
Phelan, CA 92329	San Bernardino, CA 92410-1715
Attn: Kimberly Carpenter	Attn: Ryan Aschenbrenner
Email: kim@joshuagrading.com	Email: raschenbrenner@gosbcta.com
Phone: (760) 949-5867	Phone: (909) 884-8276
2 nd Contact:	Copy: Procurement Manager
Email:	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.
- 33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 34. GRATUITIES

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.

ARTICLE 37. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Scope of Work and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with all safety instructions issued by SBCTA or their representatives.

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the

foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 42. PREVAILING WAGES

- 42.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- 42.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

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

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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

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

**JOSHUA GRADING & EXCAVATING
INC.**

**SAN BERNARDINO COUNTY
TRANSPORTATION
AUTHORITY**

By: _____
Muriel J. Craft
President

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

Date: _____

By: _____
Matthew Thomas
Secretary

APPROVED AS TO FORM

Date: _____

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

Attachment: 23-1002920 (9737 : Award of On-Call Railroad Property Maintenance of Way Services Contract No. 23-1002920)

EXHIBIT “A”
“SCOPE OF WORK”

Scope of Work

On-Call Railroad Right-of-Way Maintenance of Way

Provide railroad right-of-way maintenance of way services on an as-needed basis in support of SBCTA's Transit and Rail Programs on the 58.8 miles of railroad right-of-way owned by SBCTA as identified on the attached SBCTA Railroad Rights of Way Exhibit. Such railroad right-of-way maintenance of way services shall include maintenance of way activities for SBCTA owned right-of-way along the San Gabriel Subdivision, the Redlands Subdivision, the Baldwin Park Subdivision and the Shortway. CONSULTANT shall act proactively under the terms of this Scope of Work, and shall coordinate with and take direction from and through SBCTA'S Project Manager. SBCTA may add to or remove portions of the right of way subject to this Scope of Work as conditions change during the term of the agreement. SBCTA and CONSULTANT shall negotiate any reasonable change in compensation related to any such adjustment.

Maintenance of way on all active rail line segments, whether passenger or freight, owned by SBCTA is currently performed by SCRRA for right-of-way within 20 feet of centerline of track ("Metrolink ROW"). SBCTA's Project Manager shall coordinate with SCRRA regarding maintenance work within the Metrolink ROW. CONSULTANT shall be responsible for maintenance of way outside of Metrolink ROW on all such active segments and for the entire width of SBCTA's inactive or out-of-service right of way, except where maintenance is provided by a third party under license or other agreement. CONSULTANT shall notify SBCTA's Project Manager promptly of any information it receives regarding unsafe conditions, attractive nuisances or other negative conditions on or along SBCTA's right- of-way, whether within CONSULTANT's area of responsibility hereunder or not.

The San Gabriel Subdivision is operated by Southern California Regional Rail Authority (SCRRA), with train speeds up to 90 mph, for the Metrolink commuter trains, the National Railroad Passenger Corporation's (Amtrak) passenger trains and freight trains by the Burlington Northern Santa Fe Railway (BNSF), and the Union Pacific Railroad (UPRR). The Metrolink San Gabriel Subdivision runs from downtown Los Angeles east to San Bernardino. It starts at control point (CP) Pasadena Junction which is SCRRA Mile Post (MP) 0.9 at Union Station and ends at the Metrolink San Bernardino Station (Santa Fe Depot) at MP 56.2. SBCTA owns the right-of-way beginning at MP 34.0 at the Los Angeles/San Bernardino County line in Montclair to MP 52.2 at Rancho Avenue in San Bernardino. The average width of the railroad right-of- way is 100 feet from property line to property line.

The Redlands Subdivision starts at the San Bernardino Santa Fe Depot and runs 13.2 miles to the east. With the completion of the Redlands Passenger Rail Project and commencement of the Arrow Service the active portion of the Redlands Subdivision is now considered an extension of the San Gabriel Subdivision operated by SCRRA. The track is active from MP 56.7 to MP 66.6 and includes BNSF freight service from MP 56.7 to MP 60.7. The track is out of service beyond University Station in Redlands, between the old ATSF Mile Posts for the Redlands Subdivision MP 9.9 and MP 13.2. Additionally, there is approximately 9 acres of fragmented, inactive right-of-way, surplus parcels along the historical alignment, throughout the City of San Bernardino and

City of Highland, still owned by SBCTA. The width of the railroad right-of-way varies from 50 feet to 100 feet from property line to property line.

The portion of the Baldwin Park Subdivision that SBCTA owns runs from the Los Angeles/San Bernardino County line in Montclair to Rancho Avenue in the City of San Bernardino. Currently there are tracks but no active freight service for approximately 2.5 miles of the Rialto Industrial Spur between UPRR's Colton Cut-Off near UPRR MP 537.9 and Cactus Ave in the City of Rialto near MP 535.4. This segment is still considered an active rail line until UPRR completes their abandonment of common carrier status on this 2.5 mile portion of the Baldwin Park Subdivision, subject to SCRRA maintenance. Maintenance activities outside the Metrolink ROW for this active 2.5 mile segment are the responsibility of the CONSULTANT, but shall be subject to coordination with UPRR. Much of the remaining Baldwin Park Subdivision is licensed for the Pacific Electric Trail by the various cities adjacent to the right-of-way. The width of the right-of-way varies from 80 feet to 100 feet with the majority of the maintenance being done by the cities under license agreements with SBCTA. Once UPRR completes abandonment of their common carrier status, the City of Rialto may extend the Pacific Electric Trail to the city limit at Pepper Ave.

SBCTA also has recently purchased Main Track #4, line segment 7202 of the San Bernardino Subdivision approximately from MP 0.09 to MP 2.2, and its associated right of way land and appurtenances from BNSF. This length of ROW is commonly and hereinafter referred to as the "Shortway". The Shortway runs from the Metrolink San Bernardino Station (San Bernardino's Santa Fe Depot) approximately 2.1 miles southwest toward the Metrolink Eastern Maintenance Facility located in Colton, California. The CONSULTANT is responsible for maintenance outside the Metrolink ROW on this segment.

To allow for the safe and efficient operation of passenger and freight trains, the railroad right-of-way needs to comply with Federal, State, and local regulations regarding weed abatement, fire prevention, and nuisance liability standards. CONSULTANT shall provide an SCRRA-approved Roadway Worker in Charge (RWIC) as qualified under 49 Code of Federal Regulations (CFR) 214.353. RWIC is required at all times, while working within SBCTA property upon which SCRRA maintains and operates active railroad facilities. CONSULTANT will need to meet all SCRRA's training and certification requirements within 45 days after the execution of the contract. It is the CONSULTANT's responsibility to ensure all applicable Federal, State, and local regulations, training, and certification requirements are met at all times for the duration of the contract.

Specific work projects may be authorized by the SBCTA Project Manager, who shall have the discretion to determine which projects will require a written Contract Task Order and which may be authorized in the normal course of business by vocal or telephonic approval, email or other means of communication.

The CONSULTANT shall maintain the appearance of the property, facilities and structures (bridges, retaining walls and signs); in compliance with Federal Railroad Administration (FRA), California Public Utilities SBCTA, and the various municipal code requirements of the local agencies within the County of San Bernardino.

Services shall consist of weed abatement & vegetation control (fire hazard prevention); herbicide & pesticide applications; removal of debris & trash; abatement of encampments, illegal structures and shelters, belongings and related items, materials and substances associated with transient or homeless persons trespassing upon the ROW; fencing and barricade installation and/or repairs; drainage repairs; graffiti abatement & control; tree trimming & removals; and installation/maintenance/repair of railroad signage. The removal of hazardous materials shall be coordinated with a licensed hazardous materials contractor.

All work shall be done in compliance with all applicable public and worker safety laws and regulations, including without limitation, applicable Cal/OSHA standards. CONSULTANT shall maintain all required documentation available at the scope task site for review by the SBCTA's representative.

The CONSULTANT shall provide all materials and equipment for the services specified.

Weed Abatement & Vegetation Control - Weed abatement and vegetation control, shall be performed in accordance with California Health and Safety Codes and municipal code requirements of the County of San Bernardino. The purpose of this service is to prevent fire hazards posed by vegetative growth and accumulation of combustible materials. Except as noted below, vegetation and weeds should be regulated and cut so as to not exceed 6 inches in height within the right-of-ways, and shall be kept at 3 inches when 0 to 100 feet from structures. Weed abatement shall be by mowing, gas powered weed trimmers or by use of hand tools, to augment the herbicide program. CONSULTANT shall dispose of vegetation and/or weeds (including cut brush).

Decorative landscaping, erosion control, vegetation, and natural vegetation in open space areas, which is more than 20 ft. from centerline of track, will be removed at the direction of SBCTA's Project Manager.

Herbicide and Pesticide Application - Herbicide application will be a pre-emergent application in the fall and spot treatments of contact herbicides on an as necessary basis during the Summer and late Fall. Herbicide application shall be completed by a Certified Pest Control Applicator, under the supervision of a Pest Control Advisor. All personnel shall be licensed, by the State of California and all work will have written Pest Control Recommendations - submitted to the County Agricultural Commissioner in accordance with applicable regulations. SBCTA's Project Manager will confer with the Pest Control Advisor to determine the best chemical and rate of application on an individual parcel basis. This work is supplemental to herbicide control currently performed by SCRRA's Track, Structures and Right-of-Way Maintenance Contractor, under separate contract. The SBCTA's Project Manager will identify areas that require Herbicide Control.

SBCTA's Project Manager shall be notified at least one week in advance of the time set for application of any chemicals so that a SBCTA representative may witness the application.

The notification shall include all related MSDS certifications for all herbicides, pest control, and other chemical materials.

Clean-Up of Debris and Trash (non-hazardous waste) - Contractor shall pick-up all debris and trash, on the right-of-ways, and will remove and dispose of vegetation and refuse at specified dump sites within San Bernardino County. Materials to be removed may include, but are not limited to, broken concrete, asphalt, construction debris, scrap metal, furniture, appliances, automobile parts, shopping carts, tires, trees, dead vegetation, dead animals, bagged or loose trash. Individual items will be handled manually within Occupational Safety and Health Administration (OSHA) guidelines. Items removed which may be potentially hazardous, must be done so appropriately, under such guidelines.

All dump fees associated with maintenance services on the right-of-ways will be reimbursed at cost.

Abatement of Homeless Encampments, etc. - Abatement of encampments, illegal structures and shelters, belongings and related items, materials and substances associated with transient or homeless persons trespassing upon the ROW shall be carried out in coordination with applicable local law enforcement and in accordance with direction from SBCTA and its legal counsel, which may require consultation and coordination with recognized service agencies and/or advocacy organizations serving the homeless population, in appropriate cases.

Fence and Barricade Installation, Repairs and Minor Upgrades - Work shall consist of new fence installation, repair to existing, and incidental upgrades to: welded wire mesh, chain link, post and cable, and any other fencing or barrier repairs as may be required. The frequency of fence repair is dependent upon vandalism and/or accidents which occur along the right-of-way. New fence material shall be chain link, welded wire mesh, or a SBCTA-approved equivalent. New fence installation will be at the direction of SBCTA's Project Manager.

Drainage System and Maintenance Repairs - CONSULTANT shall remove silt, drift, and/or obstructions, from drainage channels, and restore erosion damage, upon direction of SBCTA's Project Manager. The removal of vegetation and/or debris will be done in a manner which preserves the functional performance of all drainage facilities and in a manner that does not create depressions in the ground capable of ponding water. CONSULTANT will also be required to maintain SBCTA's railroad right-of-way vehicular access roads, removing any obstructions and repairing erosion damage.

CONSULTANT shall place erosion prevention materials (i.e. sandbags, silt fence, fiber rolls, etc.) along areas of right-of-way where potential flooding of adjacent properties may occur at SBCTA's Project Managers direction. This shall be done prior to any inclement weather, if possible. SBCTA's Project Manager may request Contractor's crew work outside of normal scheduled days during times of excessive inclement weather.

Graffiti Abatement & Control - CONSULTANT shall control graffiti through painting or cleaning on structures, walls, fences, signs, bridges and abutments, under the direction of SBCTA's Project Manager. Paint shall be applied by roller, brush, or spray apparatus, (including extension arms from 10' to 25'), when requested. CONSULTANT shall use water- based paint, except on roadway signs, where chemical cleaners will be used. (CONSULTANT will consult with SBCTA's Project Manager for situations where cleaning is ineffective, and may be directed to utilize other cleaners

or to apply aluminum paint.) Application of paint or cleaning of graffiti will be performed so as to preserve railroad operating information on signs, and structures (only as directed) (e.g. speed signs, milepost signs, and roadway signs). Graffiti removal on aluminum signal houses and apparatus' will be handled by SCRRRA Signal forces.

Photos and Documentation - CONSULTANT shall photograph graffiti prior to removal. Photos are to be entered into the San Bernardino County Sheriff's Dept., Tracking Automated and Graffiti Reporting System (T.A.G.R.S.) Program database. This can either be done immediately, through the use of a Smartphone with GPS software or manually once at a computer with internet access. The T.A.G.R.S Program was created and is used by law enforcement as well as outside agencies in order to have one centralized location for tracking all areas (input into system) and costs associated with each area/time of removal. CONSULTANT shall also submit photos and brief narrative reports via SBCTA's Field Observation Tool, to report the limits/location of the start and end of work each day, and to report observed instances of damage to fences, graffiti on surfaces facing the right of way, trespassing/encampments, and other details as may be requested by SBCTA's Project Manager.

Tree Trimming and Removals - CONSULTANT shall trim and/or remove trees in order to maintain clear visibility of railroad signals and grade crossings, as well as those on SBCTA's property causing harm to adjacent property/facilities/etc. CONSULTANT shall provide labor and equipment necessary to clear areas where required in order to maintain the right-of-ways and railroad signals, unobstructed. Work will consist of tree trimming and/or removals, occasional tree replanting, pole line removal and transport and brush removal. Due to the inaccessibility of certain properties, some trees may need to be climbed with the aid of ropes and others may require use of boom truck with a standard bucket lift, in order to be trimmed. Fall Protection shall be used where required.

Tree Work Safety - The CONSULTANT shall perform their work method in compliance with federal standards, local city ordinances and requirements, and CCR Title 8 (Cal/OSHA), Article 12. Tree Work, Maintenance or Removal Standards, and Subchapter 13, Logging and Sawmill Safety Orders, Article 5. Falling and Bucking as applicable to scope. The CONSULTANT shall fully understand and comply with the applicable Cal/OSHA standards and maintain required documentation available at the scope task site for review by the Authority's representative.

Maintenance Repair and/or New Installation of Property and No-Trespassing Signs - Maintenance of existing property and no-trespassing signs within the SBCTA's owned property shall consist of cleaning (wiping clean, or by chemical cleaner) signs to remove graffiti or other substance hindering visibility of words. Repair will consist of correcting bent or broken posts and replace missing hardware (anti-vandalism type). Repair to existing signage is required prior to replacing with new. CONSULTANT shall provide necessary chemicals for removal of graffiti from signs, as well as other materials required to perform this task.

Pest/Insect Control - CONSULTANT shall perform, on a case by case basis, reasonable pest/insect control to maintain the railroad right-of-way free of pests/insects.

Flagging - CONSULTANT will have available an Employee in Charge (EIC)/Flagman as needed, to provide protection for other municipalities or SBCTA staff that may need access to the operating right-of-way.

Public Works Contracts Code - In cases where the cost of work covered by public works contracting requirements under the Public Contracts Code or other state law (including, without limitation, installation or repair fencing, work on drainage and/or drainage facilities, and/or construction or demolition of structures within the ROW) would equal or exceed \$25,000, state law requires such a project to be performed pursuant to a public works contract awarded to the lowest responsive and responsible bidder. CONSULTANT shall promptly notify SBCTA whenever CONSULTANT believes that any potential such instances, and CONSULTANT shall cooperate fully with SBCTA, shall assist in preparing specifications and other bid documents at SBCTA's request, and shall cooperate and coordinate with the selected CONSULTANT. CONSULTANT acknowledges that if CONSULTANT assists SBCTA in such pre-bid matters, CONSULTANT shall not be eligible to bid on that project. CONSULTANT shall consult with and follow SBCTA's instructions with respect to the determination of when a project will or may be subject to such a separate bidding process.

Except to the extent public works are separately bid and awarded to third parties as provided above, the CONSULTANT shall provide all materials and equipment for the services specified above.

LABOR SKILLS AND STANDARDS OF PERFORMANCE

Performance standards shall apply to CONSULTANT in the performance of any subsequent work or specialized trades herein, including any sub-consultants that may be employed by the CONSULTANT.

Failure to begin and diligently prosecute the services as further described herein may be considered grounds for termination of the contract. It will be the CONSULTANT's responsibility to obtain the necessary labor, materials, and/or sub-consultant resources to complete the assignment(s).

If any person employed by the CONSULTANT, or employed as a sub-consultant, should fail or refuse to carry out the work or shall appear to be incompetent or to act in a disorderly manner, he/she shall be removed from all work under this agreement immediately upon the request of the SBCTA and such person shall not again be employed for any services for the SBCTA.

The CONSULTANT is responsible for determining the correct number of personnel (estimated at 4 plus a foreman), labor classifications, and equipment necessary to complete the work.

Key Personnel

The CONSULTANT shall provide resumes of proposed qualified staff and references, as indicated.

Project Manager

Duties:

Plans, directs, and coordinates the activities of the CONSULTANT (including all sub-consultants) in performance of the Services to assure compliance with Agreement terms and conditions, applicable regulations, SBCTA standards, and budgets. Serves as the point of contact for SBCTA staff for all matters relating to the Agreement. Reviews, annual budget and work plan, training schedule, invoices. Supervises, promotes, manages, transfers, and disciplines CONSULTANT staff and arranges with SBCTA for replacement personnel in the event of vacancies.

Minimum Requirements:

- Desire 10 years' experience in supervising or directing the work of others engaged in railroad right of way maintenance and five years' experience in managing construction and/or maintenance.
- Knowledge of 49 CFR 214 Subpart C- Roadway Worker Protection and SCRRRA'S MAINTENANCE OF WAY OPERATING RULES and INSTRUCTIONS and all safety requirements.
- Knowledge of the safe and proper procedures for maintenance within operating railroad environment.
- Knowledge of the safe and proper procedures hand and power tools maintenance equipment.
- Must be able to demonstrate ability to communicate in written and verbal English language with prior record keeping experience.

Supervisor/Foreman

Duties:

CONSULTANT shall designate an employee (supervisor/foreman) as a primary point of contact and have the authority to act for the CONSULTANT. Foreman is required to assist and coordinate the activities of the right-of-way maintenance crew on the San Bernardino County Transportation Authority property, that is in active use by passenger and freight trains by arranging for the materials, tools, and equipment required for the maintenance services, arranging for protection of workplace, coordinating with other SCRRRA CONSULTANT'S, Metrolink Operation Center (MOC), and affected public agencies, training employees in proper work methods, communicating with trains and MOC regarding train movements through the work area, inspecting work methods and site conditions for safety conditions and efficiency of use of labor and material, and preparing documentation of work performed and resources (labor, material, equipment, and supplies) used.

Minimum Requirements:

- Desire three to five years of railroad right-of-way maintenance experience and/or construction including at least two years of experience in supervising or directing the work of others engaged in railroad right of way maintenance. SCRRRA approval may be required.

- Must demonstrate previous experience and certification of 49 CRF 214 Subpart C- Roadway Worker Protection, 214.353 - Training and qualification of roadway workers who provide on-track safety for roadway workgroups.
- Must be able to meet the requirements of 49 CFR 214 Subpart C- Roadway Worker Protection, as well as SCRRA'S MAINTENANCE OF WAY OPERATING RULES and INSTRUCTIONS. Must be able to qualify (under all SCRRA applicable rules and regulations) as a Roadway Worker-in-Charge (RWIC).
- Must be able to demonstrate ability to communicate in written and verbal English language with prior record keeping experience.
- Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 lbs and must have the ability to distinguish colors and to hear warning signals and radio and telephone devices.
- Knowledge of the safe and proper procedures for operating maintenance hand and power tools.

Equipment Operator

Duties:

Operates and performs operator-level duties of smaller equipment and rubber tire off-road equipment such as a backhoe, skip loaders, and skid steers. May work as a member of a crew or independently.

Minimum Requirements:

- Desire one to three years' experience in the operation of rubber tire equipment used in the course of railroad maintenance and/or construction. SCRRA approval may be required.
- Must be able to meet the requirements of 49 CFR 214 Subpart C- Roadway Worker Protection, as well as SCRRA'S MAINTENANCE OF WAY OPERATING RULES and INSTRUCTIONS. Must be able to qualify (under all SCRRA applicable rules and regulations) as an EIC. (Not required at time of proposal submission).
- Knowledge of safe and proper procedures for operating this equipment
- Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 lbs. and must have the ability to distinguish colors and to hear warning signals and radio and telephone devices.
- Ability to communicate in the written and verbal English language.

EIC/Flagman

Duties:

Provides protection for the work activities of other parties engaged in work on the railroad right-of-way by performing safety briefings and issuing instructions to these parties, coordinating this

work with the MOC, communicating by radio with train operators to authorize train movement through work area, observing railroad tracks for approaching trains, issuing audible warnings to workers concerning the approach of trains, directing the discontinuance of specific work practices until after train(s) have passed work location, observing work practices of the other parties, observing the workplace for unsafe conditions, and installing and removing temporary signs for the control of train movements. Railroad Worker Protection Safety trained under SCRRA requirements.

Minimum Requirements:

- Preferred one year experience providing on-track safety for roadway work groups.
- Must demonstrate previous experience and certification of 49 CRF 214 Subpart C- Roadway Worker Protection, 214.353 — Training and qualification of roadway workers who provide on-track safety for roadway work groups.
- Must be able to meet the requirements of 49 CFR 214 Subpart C- Roadway Worker Protection, as well as SCRRA'S MAINTENANCE OF WAY OPERATING RULES and INSTRUCTIONS. Must be able to qualify (under all SCRRA applicable rules and regulations) as an EIC.
- Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 lbs. and must have the ability to distinguish colors and to hear warning signals and radio and telephone devices.
- Ability to communicate in the written and verbal English language.

Qualifications applicable to all positions:

Minimum Requirements:

- Must meet all SCRRA's safety training requirements and maintain certifications.
- Able to communicate in written and verbal English language. Required to pass pre-employment physical examination which includes blood and/or urine testing.
- Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 lbs. and must have the ability to distinguish colors and to hear warning signals and radio and telephone devices.
- The appropriate licensing; professional experience, academic training, and technical skills for the assigned work.

Training:

All CONSULTANT and sub-consultant employees, working on the ROW, are required to complete railroad safety training, (to be provided by SBCTA one time annually), wear all applicable, personal protection safety equipment, and at all times follow all railroad safety rules.

SBCTA will provide initial SCRRRA required safety training for staff identified in the proposal. Any employee that fails to meet the standards shall not be approved for work on SBCTA owned operating right-of-ways, under this contract.

WORK PLAN

The CONSULTANT shall establish, develop, maintain and implement a work plan that; provides an organizational chart of the project team and identifies their respective responsibilities; identifies all resources necessary to complete the work; identifies any resources provided by sub-consultants; and any outlines management tools that will be utilized to manage the work.

Quality Control Plan (QCP)

The Quality Control Plan should include management's role and commitment to quality work, while optimizing cost and schedule performance. It shall describe implementation of policies, procedures and processes that ensure work is performed to the specifications, including a corrective action plan should corrections be necessary, and the methods in place to ensure non-recurrence.

Workmanship

CONSULTANT shall provide workers who are fully trained to the skill level necessary to complete a given job in a satisfactory manner. CONSULTANT warrants that employees shall have all appropriate training needed for the work; have sufficient skill, knowledge and experience to perform such work; have tools and equipment appropriate for the given work; and that all contract work is performed in a safe, professional and workmanlike manner.

CONSULTANT will not substitute any employee for another unless both have been trained equally, and at such time still current within such training. Training costs due to employee changes, requested by CONSULTANT, will be at the CONSULTANT's expense.

Non-Conforming Work

The Authority may reduce payment for any of the following; non-compliant work, non-compliant work left in place; corrective work or unauthorized work.

Emergency Work

CONSULTANT and sub-consultants must have 24-hour contact number(s) and an acceptable means of emergency "on-call" communication with the SBCTA'S Project Manager.

Four (4) hour response time may be required in cases of emergency and within one (1) hour in cases where train operations are halted.

Unsafe Conditions

CONSULTANT and or its sub-consultant are to immediately notify the SBCTA's Project Manager of any unsafe or questionable condition that exists on the right-of-way. Project Manager will then notify the necessary parties.

If the condition poses immediate danger to rail operations, the CONSULTANT shall notify the MOC, then SBCTA's Project Manager.

SCHEDULE

The CONSULTANT shall submit a weekly schedule each Friday, for anticipated work to be performed by following week including location by mile post (MP). Any deviations must be discussed and approved by SBCTA's Project Manager.

CONSULTANT and/or sub-consultant shall respond and perform non-emergency as-needed work request from the SBCTA's Project Manager within one (1) working day, except in cases of emergency, where an immediate response may be requested.

Daily Work Log

CONSULTANT will maintain a daily work log. This log will record the type of work completed by location, personnel and equipment used, direct cost, and any other information SBCTA's Project Manager shall require. CONSULTANT shall provide copies of or access to all daily work logs immediately upon request by SBCTA's Project Manager.

Monthly Report

In addition to the terms of the Agreement, CONSULTANT shall submit a monthly report to include:

- Provide daily work logs as back-up to invoices submitted for payment;
- Itemization of the materials used and corresponding vendor's invoice copies;
- Direct cost of labor;
- Equipment rental charges;
- Workers' certified payrolls;
- Equipment used; size, type and identification no.
- Attach a summary sheet for the hours expended for each task for each month and total project to date

EQUIPMENT

The CONSULTANT's equipment shall be in good repair and able to operate efficiently and safely. All equipment used in the performance of this contract shall be in operable condition and meet the local, state and federal safety requirements. All equipment used shall be inspected and serviced regularly. The inspection and service records shall be available upon request. All vehicles shall be registered, licensed, insured and operated by a licensed driver. All vehicles shall follow laws regarding parking, driving, and licensing.

The CONSULTANT's equipment shall have the proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the SBCTA Project Manager shall direct the CONSULTANT to remove such Equipment and/or operation until the deficiency is corrected to the satisfaction of the SBCTA Project Manager.

The SBCTA Project Manager may inspect the CONSULTANT's equipment and tools at any time. The daily anticipated equipment necessary to perform this work, but not limited to;

- One (1) Foreman/supervisor pick-up truck.
- One (1) Crew truck.
- One (1) truck with automatic dumping capability with a minimum hauling capacity of 6 cubic yards.
- Hand and power tools consisting of weed trimmers, chain and pole saws, hedge trimmer, but not limited to; with a value of \$500.00, shall be considered part of the CONSULTANT s overhead cost.
- The anticipated heavy equipment necessary to perform this work including, but not limited to the following;
 - Backhoe
 - Dozer-D4 or equal
 - Skip loader with a 4 in 1 bucket
 - Street sweeper, and skid steer with attachments

IMPORTANT NOTICE: Unless equipment rates are specifically identified in the Agreement, reimbursement for equipment rental will be either at the CALTRANS published rates within "Labor Surcharge and Equipment Rental Rates" or the actual rental rate, whichever is less. Equipment rental payment is full compensation for rental equipment costs, including moving rental equipment to and from the site using its own power. For rental equipment that cannot be transported economically using its own power, no transport cost will be paid.

SBCTA Railroad Rights of Way Exhibit A

Transit Program SBCTA Owned Railroad Right of Way

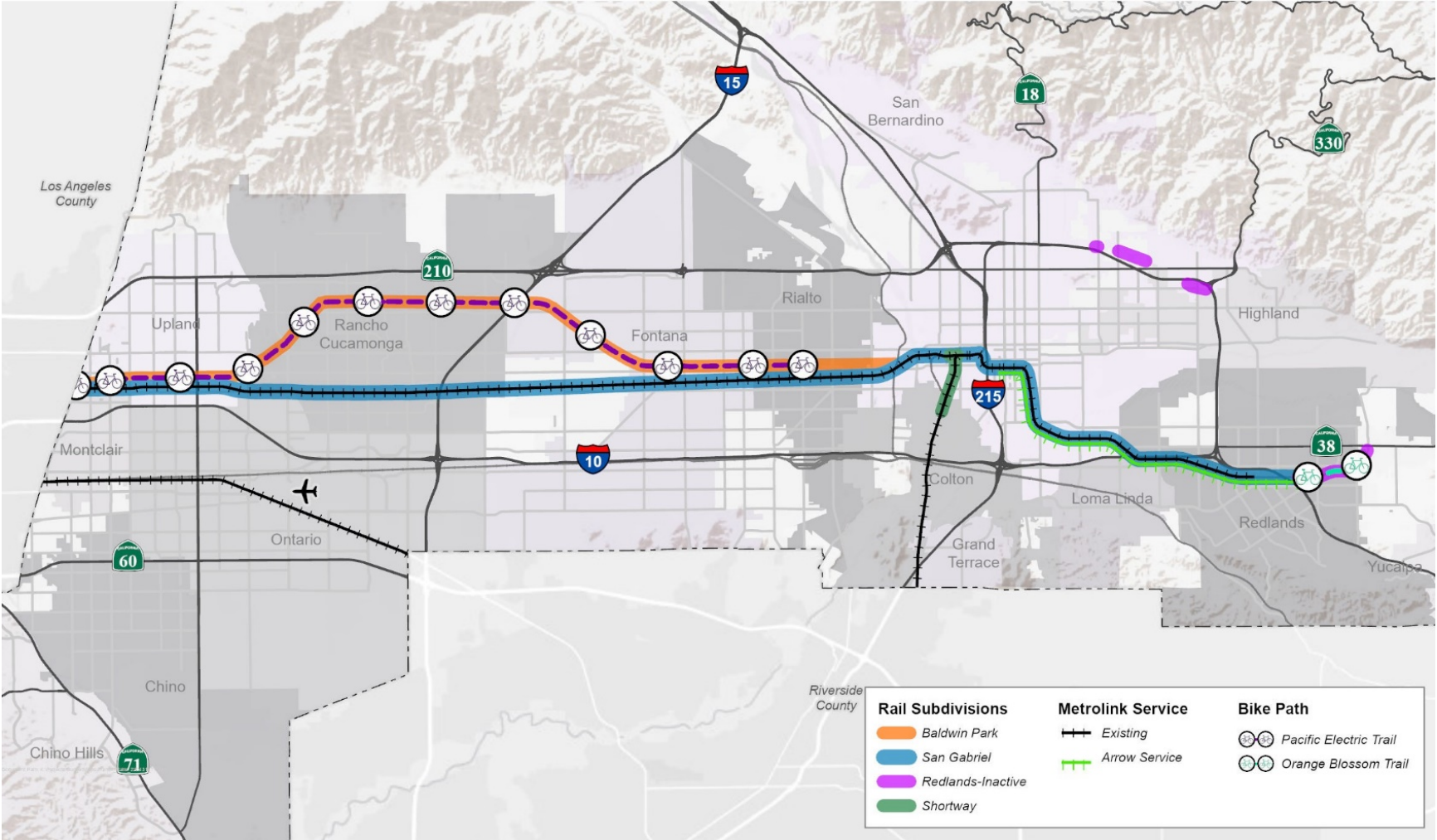


EXHIBIT “B”
“PRICE PROPOSAL FOR TIME AND MATERIALS”



Exhibit B

Price Proposal for Time and Materials

Key Personnel Hourly Rate in

Contract Year Beginning

Name	Classification/Title	2023	2024	2025	2026	2027
Jordan Gibson	Project Manager	\$ 99.18	\$ 103.70	\$ 108.36	\$ 110.54	\$ 112.76
Kimberly Carpenter	Contract Administrator	\$ 54.80	\$ 55.90	\$ 57.02	\$ 58.18	\$ 59.36
Chase Gibson	Foreman	\$ 97.80	\$ 102.34	\$ 106.98	\$ 109.12	\$ 111.32
Jake Martineau	Laborer 1	\$ 93.70	\$ 98.22	\$ 102.88	\$ 104.94	\$ 107.04
	Laborer 2	\$ 94.44	\$ 98.98	\$ 103.64	\$ 105.72	\$ 107.84
	Laborer 3	\$ 95.20	\$ 99.72	\$ 104.38	\$ 106.48	\$ 108.62
	Laborer 5	\$ 97.80	\$ 102.34	\$ 106.98	\$ 109.12	\$ 111.32
Jeff Dineen	Operator 2	\$ 122.58	\$ 128.06	\$ 130.64	\$ 133.26	\$ 135.94
	Operator 3	\$ 122.98	\$ 128.46	\$ 131.04	\$ 133.68	\$ 136.36
	Operator 4	\$ 125.00	\$ 130.50	\$ 133.12	\$ 135.80	\$ 138.52
	Operator 6	\$ 125.30	\$ 130.80	\$ 133.42	\$ 136.10	\$ 138.84
	Operator 8	\$ 125.46	\$ 130.94	\$ 133.56	\$ 136.24	\$ 138.98
	Flagman	\$ 96.44	\$ 100.96	\$ 105.62	\$ 107.74	\$ 109.90
	Teamster III	\$ 98.86	\$ 103.38	\$ 105.46	\$ 107.58	\$ 109.74

Equipment Hourly Rate for Life of the Contract

Equipment	Rate
Backhoe	\$ 57.82
Chainsaw	\$ 1.60
Dump Truck	\$ 84.40
Pick-up Truck	\$ 38.20
Pole Saw	\$ 1.66
Skid Steer with Mower	\$ 55.00
Skip Loader	\$ 46.46
Mini Excavator	\$ 48.00
Generator	\$ 5.14
Crew Truck	\$ 49.32
Welder	\$ 7.86
Generator	\$ 5.14



Exhibit B

Price Proposal for Time and Materials

<u>Key Personnel Hourly Rate in</u>		<u>Option Y1</u>	<u>Option Y2</u>
Name	Classification/Title	2028	2029
Jordan Gibson	Project Manager	\$ 115.02	\$ 117.34
Kimberly Carpenter	Contract Administrator	\$ 60.56	\$ 61.78
Chase Gibson	Foreman	\$ 113.56	\$ 115.84
Jake Martineau	Laborer 1	\$ 109.20	\$ 111.40
	Laborer 2	\$ 110.00	\$ 112.20
	Laborer 3	\$ 110.80	\$ 113.02
	Laborer 5	\$ 113.56	\$ 115.84
Jeff Dineen	Operator 2	\$ 138.66	\$ 141.44
	Operator 3	\$ 139.10	\$ 141.90
	Operator 4	\$ 141.30	\$ 144.14
	Operator 6	\$ 141.62	\$ 144.46
	Operator 8	\$ 141.76	\$ 144.60
	Flagman	\$ 112.10	\$ 114.36
	Teamster III	\$ 111.94	\$ 114.18

Minute Action

AGENDA ITEM: 27

Date: July 5, 2023

Subject:

Implementation Study for the Operation of Multiple Units from the University of Redlands Station to Los Angeles Union Station

Recommendation:

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

- A. Approve Work Order No. 12 under Contract No. 15-1001125 in the amount of \$480,000 for Southern California Regional Rail Authority to complete an Implementation Study for Operating Multiple Units from the University of Redlands Station to Los Angeles Union Station, and delegate signatory authority to the Executive Director, or his designee, to execute the Work Order.
- B. Direct staff to work with Los Angeles Metro (LA Metro) and develop a cost-sharing agreement to reimburse SBCTA for the total cost of Work Order No. 12 using an equal 50/50 split, for a total cost to each agency of \$240,000.
- C. Delegate signatory authority to the Executive Director, or his designee, to execute the cost-sharing agreement with LA Metro, upon approval as to form by General Counsel.

Background:

The Hybrid Rail Study (2018) was completed in partnership with Southern California Regional Rail Authority (SCRRA), Los Angeles Metro (LA Metro), and San Bernardino County Transportation Authority (SBCTA) to analyze the feasibility and operating parameters for supplementing or converting existing Metrolink service on the San Bernardino Line with multiple unit service. The goal was two-fold:

- 1) Reduce overall operating costs for rail service in the corridor; and
- 2) Provide more frequent service with a focus on a convenient overall schedule for customers.

Since the completion of the Hybrid Rail Study, construction of the Redlands Passenger Rail Project (RPRP) has been completed, and Arrow passenger rail service has commenced, utilizing Diesel Multiple Units (DMUs). Further, testing of the zero-emission multiple unit (ZEMU) is underway and is estimated to be introduced into revenue service by the end of 2024. Moreover, SCRRA was awarded grant funding for the Southern California Optimized Rail Expansion (SCORE) Program, which requires service frequencies to be increased on the San Bernardino Line by 2028.

With the implementation of the Arrow Service, the DMUs are initially being utilized to operate on the San Gabriel subdivision as part of the San Bernardino Line between Mile Post (MP) 66.56 and 57.70, serving five stations:

- 1) University of Redlands;
- 2) New York Street;
- 3) Downtown-Redlands;
- 4) Tippecanoe; and

Entity: San Bernardino County Transportation Authority

5) San Bernardino-Downtown/San Bernardino Transit Center

The service includes 30-minute bi-directional trips during peak periods, 60-minute bi-directional trips during off-peak periods, and supplemented by one round-trip of traditional locomotive hauled coach service on weekdays.

SBCTA and LA Metro desire to extend the operation of ZEMUs from the University of Redlands Station to the Los Angeles Union Station, MP 57.70 to MP 0.0, with an overlay of traditional locomotive hauled coach service when demand requires increased passenger capacity. This includes service to all Metrolink stations on the San Bernardino Line within San Bernardino County, as well as timed connections to other Metrolink and passenger rail trains at Los Angeles Union Station for passengers that wish to travel into Los Angeles County and beyond. Staff recommends the preparation of a study to identify a path for implementation. Should SBCTA, LA Metro and SCRRA agree to move forward with implementation, whether partial or complete, the standard process by which additional service and line extensions along the Metrolink system are planned and implemented will be utilized. This may include, but is not limited to, a separate memorandum of understanding and operating and maintenance agreement prior to the commencement of any service, which will be subject to approval by the respective Committees and Boards of each agency. In order to commence this study, staff is recommending the Board approve Work Order No. 12 under existing Contract No. 15-1001125 with SCRRA for a not-to-exceed amount of \$480,000.

The total cost of the study is estimated to be \$480,000 and is anticipated to be split 50/50 for an equal cost to SBCTA and LA Metro in the amount of \$240,000 each. **SBCTA's share of the total cost will be funded with State Transit Assistance funds.** The total cost of the Work Order and 50/50 split has been discussed with LA Metro staff, and they have agreed to proceed with the study and to develop a reimbursement agreement. Staff is requesting approval by the Board for the full amount of the Work Order so that a Notice to Proceed can be issued to SCRRA to initiate the study and to concurrently develop a separate cost-sharing memorandum of understanding with LA Metro to memorialize the arrangement. Staff recommends the Board delegate signatory authority to the Executive Director, or his designee, to execute the agreement once finalized and approved as to form by General Counsel. The study will begin upon execution of Work Order No. 12 with SCRRA and is estimated to be completed within eight months.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 15, 2023. SBCTA General Counsel and Procurement Manager have reviewed this item. SBCTA Risk Manager will review the work order prior to it being executed.

Responsible Staff:

Rebekah Soto, Multimodal Mobility Programs Administrator

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

General Contract Information

Contract No: 15-1001125 Amendment No.: _____
 Contract Class: Payable Department: Transit
 Vendor No.: 02003 Vendor Name: Southern California Regional Rail Authority
 Description: Work Order No. 12 Implementation Study: Operation of Multiple Units from University of Redlands to Los Ang

List Any Related Contract Nos.: _____

Dollar Amount

Original Contract	\$	240,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	240,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	240,000.00

Contract Authorization

Board of Directors Date: 07/05/2023 Committee Item # 9736

Contract Management (Internal Purposes Only)

Other Contracts _____

Sole Source? N/A

No Budget Adjustment _____

State _____

Professional Services (Non-A&E) _____

N/A _____

Accounts Payable

Estimated Start Date: 07/01/2021 Expiration Date: 12/31/2024 Revised Expiration Date: _____

NHS: N/AQMP/QAP: N/APrevailing Wage: N/A

							Total Contract Funding:		Total Contingency:	
							\$	240,000.00	\$	-
	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name		
GL	1050	30	0312	0353	52001	42218001		STA		
GL								240,000.00		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-

Rebekah Soto

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: Recommendation B. Direct staff to develop a cost-sharing agreement with LA Metro to fund the total cost of CTO No. 12 using an equal 50/50 split, for a total cost to each agency of \$240,000.

Attachment: 15-1001125 Work Order No. 12 CSS [Revision 2] (9736 : Implementation Study for the Operation of Multiple Units from University of

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA)

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA)

CONTRACT NO. 15-1001125, WORK ORDER NO. 12

WORK ORDER NO.: 12 – Contract No. 15-1001125

PROJECT NAME: Implementation Study for Operation of Multiple Units from University Station to Los Angeles Union Station

LOCATION: San Gabriel Subdivision – University of Redlands Station to Montclair Station

AMOUNT: \$480,000

PROJECT DESCRIPTION:

The [Hybrid Rail Study \(2018\) - SBCTA \(gosbcta.com\)](https://www.gosbcta.com) was completed in partnership with SCRRA, Los Angeles Metro, and SBCTA to analyze the feasibility and operating parameters for supplementing or converting existing Metrolink service on the San Bernardino Line with multiple unit service. The goal was two-fold:

- 1) Reduce overall operating costs for rail service in the corridor; and
- 2) Provide more frequent service with a focus on a convenient overall schedule for customers.

Since completion of the Hybrid Rail Study, construction of the Redlands Passenger Rail Project (RPRP) has been completed, and Arrow passenger rail service has commenced, utilizing Diesel Multiple Units (DMUs). Further, assembly of the zero-emission multiple unit (ZEMU) is underway with testing in Europe and is estimated to be complete by summer 2024. Moreover, SCRRA was awarded grant funding for the Southern California Optimized Rail Expansion (SCORE) Program, which requires service frequencies to be increased on the San Bernardino Line by 2028.

With implementation of Arrow service, the DMUs are initially being utilized to operate on the San Gabriel subdivision as part of the San Bernardino Line between Mile Post (MP) 66.56 and 57.70, serving five stations:

- 1) University of Redlands;
- 2) New York Street;
- 3) Downtown-Redlands;
- 4) Tippecanoe; and
- 5) San Bernardino-Downtown/San Bernardino Transit Center.

The service includes 30-minute bi-directional trips during peak periods, 60-minute bi-directional trips during off-peak periods, and supplemented by one round trip of traditional locomotive hauled coach service on weekdays. Upon successful completion of assembly of the ZEMU, SBCTA will begin the process of converting the existing DMUs to ZEMUs to continue to operations to further reduce emissions.

SBCTA and LA Metro desire to extend the operation of ZEMUs from the University of Redlands Station to the Los Angeles Union Station, MP 57.70 to MP 0.0, with an overlay of traditional locomotive hauled

coach service when demand requires increased passenger capacity. This includes service to all Metrolink stations on the San Bernardino Line within San Bernardino County, as well as timed connections to other Metrolink and passenger rail trains at Los Angeles Union Station for passengers that wish to travel into Los Angeles County and beyond. The Study will identify a path for implementation, however is not intended to be binding to any extent. Should SBCTA, LA Metro and SCRRA agree to move forward with implementation, whether partial or complete, the standard process by which additional service and line extensions along the Metrolink system are planned and implemented will be utilized. This may include, but is not limited to, a separate memorandum of understanding and operating and maintenance agreement prior to the commencement of any service, which will be subject to approval by the respective Committees and Boards of each agency.

The total cost of the study is estimated to be \$480,000 and will be split 50/50 for an equal cost to SBCTA and LA Metro in the amount of \$240,000 each. A separate cost-sharing memorandum of understanding with LA Metro will be developed to memorialize the arrangement. The study will begin upon execution of CTO No. 12 with SCRRA and is estimated to be completed within 6-8 months.

SCOPE OF WORK:

1. Service Plan Development:

- Based on the results and proposed service plans developed by the SCRRA Service Growth Development Plan for 2028, develop modified service plans to achieve:
 - 30-min all day bi-directional service (including retention of the existing/proposed peak express service)
 - 30-min peak bi-directional and 60-min off peak bi-directional service (including retention of the existing/proposed peak express service)
 incorporating the changes or considerations that follow.
- Develop the most appropriate blend of MU service overlaid with locomotive hauled coach service for both service plans, considering two scenarios utilizing:
 - Four (4) car single-level MU consists
 - Two (2) car single-level MU consists
- In the above analysis, consider ridership forecasts and passenger load implications, vehicle performance characteristics, operational range and ability to meet service schedule and efficiency goals, compatibility with SCORE and Service Growth Development Plan business strategies, passenger capacities, vehicle servicing and refueling requirements and locations, revenue vs non-revenue moves, service origin and termination points, additional fleet requirements (for both the 2-car and 4-car scenarios), and required maintenance facility capacities for maintenance, servicing, storage, and cleaning
- Confirm rationale and logic behind proposed service plans
- Determine potential benefits to the operating plans from the implementation of infrastructure to achieve a section of double track between Control Point (CP) Lilac, MP 52.4 and Sycamore Ave, MP 53.2.
- Review SCRRA obligations to accommodate freight operational requirements and access to/from industries and yards through the corridor, to ensure compatibility with proposed service plans.
- Ascertain capital costs for additional fleet requirements, and a plan and timeframe for procurement.
- Articulate resource needs (number of equipment sets needed, number of crews required per day, facility needs, etc.) to attain these scenarios, distinguishing between the portion of the

needs driven purely by the increased service levels (which will largely be available from the Service Growth Development Plan) and those that will be needed because of the use of MUs in the corridor. For instance, if a scenario requires four trainsets, three of which are needed even if locomotive hauled consists are used and a fourth by virtue of using MUs, this should be defined.

2. Infrastructure improvements:

- **Station Platforms:** Determine a preferred approach for utilization of the existing legacy platforms while complying with Americans with Disabilities Act level boarding requirements for all vehicles. Legacy platforms are 8" above top-of-rail (ATR) and incorporate raised (mini-high) locations for level boarding at 21" ATR. The DMU platforms at the RPRP stations are 23.5" ATR for level boarding. Consider implications at LAUS for platform configurations, storage capacity, access/egress points, passenger movements. Determine a plan for implementation of the preferred approach at all stations through the San Bernardino Line and associated capital cost analysis. Additionally consider requirements and solutions to provide true level boarding for all vehicle types within future platform developments, at new or existing stations, such that a network wide policy may be developed for implementation..
- **DMU vehicle steps:** Coordinate with the existing DMU manufacturer, Stadler Rail, to confirm that modifications may be made to the existing DMU vehicles to incorporate ambulatory passenger boarding steps allowing safe boarding from legacy 8" ATR platforms. Review operations and clearances with SCRRA to ensure acceptability of modifications. Determine capital cost for modification to all units.
- **Maintenance Facilities:** Analyze the future capacity requirements for maintenance, inspection, cleaning, fueling, dumping, and storage at the existing Arrow Maintenance Facility (AMF) in San Bernardino, the Eastern Maintenance Facility (EMF) in Colton, and if service plans, fleet numbers, origination/termination, and MU operational capabilities dictate, the Central Maintenance Facility (CMF), or an appropriate alternative facility in Los Angeles, to accommodate the additional 2-car and 4-car MU sets that would be required to implement the proposed plans. Determine the scope and extent of modifications that would be required to existing facilities and a plan for implementation of these while keeping the facilities in service to meet current demands. Determine available property capacity for expansion. Review requirements for maintenance equipment, spare parts, staff/contractor accommodation and environmental considerations to accommodate use of hydrogen. Work with SCRRA Project Manager to facilitate access to facility plans, operating schedules and characteristics and to access the facilities for the purpose of studies and surveys. Develop all capital costs associated with expansions, land acquisition, facility modifications, additional equipment and expanded storage track.
- **Regulatory Compliance:** Determine any additional measures that may be required to ensure regulatory compliance with Federal Railroad Administration (FRA) or California Public Utilities Commission (CPUC) legislation, along with associated implementation costs

3. Signal system enhancements to ensure system shunting compliance for MUs

The wayside signal and crossing warning systems on the RPRP are designed to ensure safe and reliable shunting performance for the DMU vehicles. Unique design features for systems included the elimination of coded track circuits and the avoidance of lower frequencies for constant warning device approach circuits (86 and 114 HZ). In the absence of coded track circuits, conventional direct current

(DC) track circuits were installed in conjunction with vital fiber networks to transmit block information between wayside locations.

Concurrently with the RPRP, changes were made to Metrolink's existing signal system between CP Vernon and CP ZEMU to allow DMU vehicle access into the new Arrow Maintenance Facility (AMF) located at CP Kendall. The existing system uses coded track circuits for block occupancy detection. To ensure safe compatibility between the existing coded track circuits and the DMUs, an audio frequency overlay (PSO 4000) was introduced on top of the existing coded track circuits. An indicated occupancy on either the overlay or coded track circuits will interrupt the wayside signal system. The audio frequency overlay circuits were used due to their shunting compatibility with DMU vehicles.

In 2019, SCRRA commissioned an initial study of the remaining portions of the San Gabriel Subdivision to identify possible changes needed to allow DMU operation between CP Vernon and Los Angeles Union Station. The study, San Bernardino Line DMU Shunting Study, dated February 19, 2019, identified various improvements that potentially could improve DMU shunting performance within the corridor.

The selected consultant shall examine the corridor's existing systems and determine:

- Summary of changes required to eliminate coded track circuits between CP Vernon and Los Angeles Union Station. This change will require the introduction of a vital fiber network, installed according to SCRRA current engineering standards. The summary shall be high level with the goal of determining overall costs for the changes based on a per mile average cost.
- Summary of changes necessary to remove all lower constant warning device frequencies (86 and 114 HZ) from the corridor. The summary shall include ancillary effects caused by the changes such as frequency changes at adjacent crossings and the possible introduction of insulated joints for frequency separation. Associated estimated capital costs shall be based on a per location basis.
- Summary of changes needed to install PSO overlay circuits on all portions of coded track within the corridor. The estimated capital costs shall include vital wayside and PTC changes necessary to interface with the new overlay circuits. Associated estimated capital costs shall be based on a per location basis.
- Analyze and develop cost estimate to replace Grade Crossing Processors (GCPs) on San Gabriel line with ElectroLogIXS equipment. Associated estimated capital costs shall be based on a per location basis.
- Summary of changes necessary to shorten existing coded track circuits as described in the 2019 Shunting Study. Associated estimated capital costs shall be based on a per location basis.
- An examination of current Metrolink rail cleaning practices within the corridor shall be conducted. The Consultant shall recommend changes to current practices to ensure safe and reliable MU shunting. The consultant shall identify additional costs associated for proposed rail cleaning practices and provide a per annum cost for implementing the changes. Signal and Track Department to obtain labor, equipment rates for development of this task. Analyze the current availability of SCRRA brush trucks and determination if one or more additional brush trucks will be needed to perform additional brushing activities for the purposes of this operation.
- Retrieval and analysis of 1 /4 second logs or RX values from all crossing predictors across San Gabriel line to determine locations where there is evidence of poor shunting conditions

on current traffic and frequency. Deliverables include identification of specific crossings with poor shunting performance that may require additional maintenance attention (i.e. additional brushing).

- Analyze, identify specific locations, and develop cost estimate to correct over-energized track circuits which may be unduly susceptible to Loss of Shunting.
- Analyze, identify specific locations, and develop cost estimate to add Loss of Shunt time and sequential occupancy checks in signal control and route locking logic along San Gabriel line.
- Recommendation, plan and schedule for implementation of the most cost-effective measures, determined from the above analysis, to ensure safe and reliable MU shunting.

4. Operations and Maintenance Cost and Benefit Comparisons between MU and Locomotive hauled equipment:

- Undertake cost comparisons using current SCRRA service contract data, and other available industry and best practice data, to determine operational costs for both locomotive hauled coach sets and MU 2-car and 4-car consists. Consider cleaning, maintenance, fueling, crews, SCRRA staff and spare parts. Work with SCRRA Project Manager (PM) and staff to obtain contract rates for analysis. Include cost comparisons for MUs operations by TexRail, Dallas Area Rapid Transit, and eBart at a minimum. Do not simply take average total costs for different agencies with different types of equipment.
- Develop appropriate cost data that will inform operational costs for proposed service plans and support the selection of appropriate equipment.
- Determine potential operational cost savings or increases with MUs, including but not limited to train crews, fuel, maintenance.
- Determine potential maintenance costs for systems and infrastructure associated with operation of MUs that will be additional to those that will be experienced with locomotive hauled sets. Consider rail brushing to ensure shunting compliance, shunting monitoring plans, facility maintenance, security. Work with SCRRA PM to obtain available maintenance contract data.
- Develop cost data associated with additional services and operations at enhanced maintenance facilities.

PROJECT DELIVERABLES

- Detailed service plans that achieve a 30-min bi-directional service between the Redlands - University Station and LAUS on the San Bernardino Line, meeting the service scenarios and parameters as outlined within the scope, item 1, for both 2-Car and 4-Car sets.
- A Capital cost analysis that clearly defines all elements of the enhancements necessary to implement the proposed service plan:
 - additional infrastructure improvements
 - systems improvements
 - facility development and/or enhancements
 - car procurements
 - equipment procurements
- An Operational cost analysis that details and/or supports:
 - Cost comparisons between Locomotive hauled, 2-car and 4-car MU vehicles
 - The likely operational costs for the proposed service plans and any potential savings over a similar service plan with entirely locomotive hauled sets
 - The selection of the proposed service plan and equipment types as appropriate

- Additional operational costs for enhanced maintenance facilities
 - Additional maintenance costs for enhanced infrastructure to support MU service
- A logical, phased plan for implementation of the service that considers:
 - The implementation of all capital improvements and operational modifications
 - Priorities and key strategies
 - Assumptions
 - Capital funding requirements and potential sources
 - Long lead items and procurements
 - A coordinated approach to implementing the infrastructure and facility enhancements, understanding the requirement to not detrimentally impact the existing San Bernardino Line service, and availability of resources and work windows
 - Implementation timeframe
 - SCRRA staffing and contractor/consultant requirements
 - Testing requirements for new systems, infrastructure and attainment of the proposed service schedule
 - Introduction of new vehicles
- An implementation plan schedule outlining the phased approach, key tasks within each phase, associated timeframes, dependencies and potential capital costs for each phase to determine financial planning needs
- As part of the proposal package, provide a high-level schedule demonstrating compliance with the scope and objectives and an expected timeframe to delivery

ESTIMATED START DATE: August 1, 2023

ESTIMATED DURATION: 6-8 Months

SBCTA PROJECT MANAGER: Rebekah Soto

CASH FLOW PLAN: The Study will be jointly funded by SBCTA and LA Metro using a 50/50 split. SBCTA will advance a payment in the amount of \$50,000 for cash flow purposes, transitioning to a reimbursement basis for the remaining \$190,000. A separate funding agreement will be developed to memorialize details. All work to be completed by May 30, 2024 and all invoices/requests for reimbursement to be submitted by June 30, 2024. For budgeting purposes, all invoices need to be paid in Fiscal Year 2023/2024.

**SOUTHERN CALIFORNIA
RAIL AUTHORITY (SCRRA)**

REGIONAL

**SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY (SBCTA)**

By: _____
Darren Kettle, Chief Executive Officer

By: _____
Raymond W. Wolfe, Executive Director

Date: _____

Date: _____

Minute Action

AGENDA ITEM: 28

Date: July 5, 2023

Subject:

Update on San Bernardino County Transportation Authority and San Bernardino Council of Governments Competitive Grants

Recommendation:

Receive an update on San Bernardino County Transportation Authority and San Bernardino Council of Governments' grant process, grant partnerships, returns on investments, and outlook and provide direction to staff on grant efforts moving forward.

Background:

The last decade has seen an extraordinary increase in the number and magnitude of grant funding opportunities that are relevant to the missions of San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG). This increase has occurred at the federal, state, and regional level. SBCTA has been focused on transportation-related grant funding, while SBCOG has been more focused on grant funding related to housing, energy, and the environment, on behalf of the local governments we serve.

Competitive Funding Related to SBCTA

The passage of Senate Bill (SB) 1 Road Repair and Accountability Act in 2017 brought new formula-based state transportation funding to the table, as well as competitive transportation funding in the form of:

- Trade Corridor Enhancement Program (TCEP) - \$300 million/year.
- Solutions for Congested Corridors Program (SCCP) - \$250 million/year.
- Local Partnership Program (LPP) - \$200 million/year.
- Supplemental funding for the Active Transportation Program (ATP) - \$100 million/year.
- Supplemental funding for the California Department of Transportation (Caltrans) Sustainable Transportation Planning Grants. This program has existed for some time, and SBCTA has secured approximately \$5 million in planning funds over the last 10 years. The focus has included efforts on multimodal transportation plans, active transportation, transit, climate adaptation, and modeling/analytics. The focus has changed over time to be reflective of current state policy on planning and sustainability.

Another key competitive program benefitting SBCTA has been the Transit and Intercity Rail Capital Program (TIRCP). The amount of funding available for this program varies substantially, depending how much funding is secured through California's Cap-and-Trade Program. SBCTA has been able to secure funding for the Arrow Zero-Emission Multiple Unit (ZEMU) vehicle and Arrow mainline construction, as well as funding of electric buses for the West Valley Connector.

At the federal level, President Biden signed the Infrastructure Investment and Jobs Act (IIJA) on November 15, 2021. The IIJA includes provisions related to federal-aid highway, transit, highway safety, motor carrier, research, hazardous materials, and rail programs of the

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

Board of Directors Agenda Item

July 5, 2023

Page 2

United States Department of Transportation (U.S. DOT). It also includes federal policy direction and funding in the areas of climate action, zero-emission vehicle deployment, social equity, goods movement and multimodal transportation investment sought by many California transportation stakeholders. Some of the funding was focused on the continuance of existing programs, but new competitive programs were also created. A partial list of the competitive programs most relevant to SBCTA include:

- Existing: Local and Regional Project Assistance (Rebuilding American Infrastructure with Sustainability and Equity (RAISE)) funded at \$7.5 billion over five years (\$15 billion total including authorized funding);
- Existing: Infrastructure for Rebuilding America (INFRA) funded at \$8 billion over five years (\$14 billion total including authorized funding);
- Existing: Federal Railroad Administration's (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) program funded at \$5 billion over five years;
- Existing: Federal-State Partnership for Intercity Passenger Rail funded at \$36 billion over five years;
- Existing: Federal Transit Administration (FTA) Low-No Emission Vehicle Program funded at \$5.6 billion over five years;
- New: Bridge Investment Program (in addition to bridge formula program) funded at \$12.5 billion over five years;
- New: National Infrastructure Project Assistance (for megaprojects) funded at \$5 billion over five years (\$15 billion total including authorized funding);
- New: Safe Streets and Roads for All, funded at \$5 billion over five years (\$6 billion total including authorized funding);
- New: Railroad Crossing Elimination Program at \$3 billion over five years;
- New: Culvert removal, replacement, and restoration funded at \$1 billion over five years;
- New: Strengthening Mobility and Revolutionizing Transportation Grant Program funded at \$500 million over five years;
- New: Reconnecting Communities Pilot Program at \$1 billion over five years; and
- New: Charging and Fueling Infrastructure Discretionary Grants at \$2.5 billion over five years.

The above list totals \$56.6 billion total existing or new discretionary funding, excluding the \$36 billion in the Intercity Passenger Rail program. While this federal funding is competitive, not formula-based, a population-based "fair share" of the funding for San Bernardino County would be approximately \$380 million. Clearly, there is a lot at stake. In addition, Brightline West High-Speed Rail is competing for a significant amount of the Intercity Passenger Rail funding.

It is important to remember that the local investment of Measure I has been crucial to leveraging Federal and State funds. Since 2010, SBCTA and our partner agencies have built approximately \$2.4 billion worth of transportation improvements (capital only) spanning all subareas in the county with a mere \$492.4 million of Measure I funds. Most of the Federal and State funding has been formula-based, but more than \$400 million in SB 1 competitive funding has been secured in the first two cycles of that program. This has been an important success story for our agency as we continue to build the transportation systems necessary to ensure our long-term economic growth and prosperity and to create a quality of life of which to be proud.

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Looking forward, the 2021 10-Year Delivery Plan has estimated the major sources of State and Federal formula funding over the next 10 years to include:

State:

- \$260 million of the regional portion of the State Transportation Improvement Program (STIP);
- \$1.2 billion in Local Transportation Funds (LTF), collected through state sale taxes, primarily devoted to transit operations; and
- \$60 million in the formula portion of the LPP

Federal:

- \$320 million in Congestion Mitigation and Air Quality (CMAQ) funding; and
- \$280 million in Surface Transportation Block Grant (STBG) funding

It should be noted, however, that the CMAQ and STBG programs are being transitioned to a more competitive basis, with anticipated targets for funding levels that are similar to historical trends. But this funding is not assured, and additional criteria are likely to be guiding how that funding will be focused in the future. SBCTA is closely monitoring this change. Much of the future CMAQ funding is planned to go toward the acquisition of zero-emission buses for our transit agencies.

Needless to say, SBCTA must place a high priority on core Federal and State competitive funding programs. The particular challenge at the Federal level is to bring home more of the County's "fair share" of that funding. Competitive federal funding is particularly difficult, as the funds for RAISE and INFRA are over-subscribed typically by a 15:1 ratio, and the final selections take place at the U.S. DOT Secretary level, meaning that the selections become more political once the projects are qualified from a technical standpoint. The success rate for RAISE and INFRA, for example, has been extremely low, with only one RAISE grant secured by SBCTA over the history of that program, with less than \$10 million for the Arrow project. The City of Fontana was able to secure a RAISE grant for a complete street project in the most recent award cycle. On the other hand, SBCTA has been highly successful with State funding.

Competitive Funding Related to SBCOG

Since 2016, SBCOG has administered a grant research and management program to assist local jurisdictions and in support of SBCOG initiatives. The Board's direction was for SBCOG to contract with a consultant to research grant opportunities, provide an analysis of the opportunities, write grants as directed, and hold grant-writing workshops. Since SBCOG contracted with Blais & Associates (B&A) in 2016, SBCOG has seen a 56:1 return on this dollar investment with awards ranging from \$50,000 to \$20,000,000. Most of these awarded projects were secured for management by SBCTA/SBCOG, but a few have been written on behalf of member agencies who ultimately administer the grant and implement the project.

In addition to the grant awards received, B&A has written grant applications for over \$60 million that are currently pending award. The bulk of these are for the SCAG-managed and State-funded Regional Early Action Program (REAP), which were just recently submitted. A significant

portion of the dollar amount is under the County Transportation Commission portion of REAP, but has been included here.

- County Transportation Commission (CTC) Program - \$28,002,081 (includes the proposed vehicle-miles traveled (VMT) mitigation bank and multiple locally-initiated projects that are housing/transportation related)
- Higher Impact Transformative (HIT) Allocation - \$5,965,000
- Subregional Partnership Program (SRP) - \$2,367,317
- Housing Infill on Public/Private Land (HIPP) Program - \$5,800,000
- Programs to Accelerate Transformative Housing (PATH) - \$15,000,000
- Regional Utilities Supporting Housing (RUSH) Pilot Program - \$3,000,000
- Sustainable Communities Program (SCP) - \$500,000

Grant funding opportunities are now available from many State and Federal departments with which SBCOG has not traditionally done business. These include state agencies like the California Energy Commission, California Public Utilities Commission (funding agency for the Inland Regional Energy Network (I-REN)), Department of Housing and Community Development, Department of Parks and Recreation, Wildlife Conservation Board, and federal agencies such as the Environmental Protection Agency, Department of Energy, Department of Housing and Urban Development, etc. Much of the new funding from these agencies is a result of the Federal Inflation Reduction Act of 2022, which has a great deal of focus on addressing climate change.

Attachment 1 is the grant summary report from B&A with a list of all grant applications completed, submitted, awarded, denied, and pending. To date, most of the grants secured under SBCTA have been written internally, with consultant assistance on selected grant applications. These are not on the B&A list. Most of the SBCOG grant applications have been written by B&A, with assistance from other consultants in the SBCTA Planning Department's on-call contracts.

The attached PowerPoint presentation provides information on additional SBCOG-related grant opportunities, some of which fall into the "no-go" category, either because SBCOG and our local partners are not ready with projects, or because the resources are not available to pursue and manage the projects, if funding were to be secured.

This agenda item has been prepared to seek direction from SBCTA/SBCOG Board members on grant efforts moving forward, understanding that:

- 1) Competitive grant opportunities have significantly increased, and the County should be receiving its "fair share";
- 2) SBCTA/SBCOG have finite resources and capacity to pursue and manage grant-funded projects; and
- 3) Many of the grants focused on sustainability, technology, energy, habitat conservation are of greatest interest to local jurisdictions, and they are the ones that would need to implement those projects. For example, the State and Federal governments are devoting billions of dollars to vehicle electrification, building energy conservation, and technology to address climate change goals.

Board of Directors Agenda Item

July 5, 2023

Page 5

The other issue that comes into play when writing competitive grant applications is that there is always stiff competition, and SBCOG together with local jurisdictions need to determine the best strategy to be competitive going forward. Many jurisdictions are under-resourced at a time when the State and Federal governments want local jurisdictions to be aggressive in implementing electric vehicle charging infrastructure, energy efficiency measures for residential and non-residential buildings, building more low-income housing, addressing the digital divide (e.g. broadband for disadvantaged communities), etc. This agenda item lays out the challenges that SBCTA/SBCOG and our local jurisdiction partners face in capturing our share of competitive funding and requests input from the SBCTA Board of Directors on whether and how SBCOG should play a more active role in helping local jurisdictions. SBCOG has conducted multiple countywide studies before, dealing with Greenhouse Gas (GHG) reduction, VMT mitigation, habitat, electric vehicle charging, housing, etc. but with large amounts of competitive implementation funding now available, the SBCTA/SBCOG role is less clear, given that we are typically not the owner/operators of the infrastructure and systems for which the funding is needed.

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was received by the General Policy Committee on June 14, 2023.

Responsible Staff:

Monique Reza-Arellano, Council of Governments and Equity Programs Manager

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

San Bernardino County Transportation Authority (SBCTA)/San Bernardino Council of Governments (SBCOG)

Grant Activity Summary

March 2016 through May 2023

(8 years 2 months)

Total Grants Awarded: \$34,617,688
Grants Awaiting Award: \$35,167,081

Consultant Cost to Date: \$ 637,941
Return on Investment: \$54 : \$1

1. Competitive Grants Awarded

Granting Agency/Funding Source	Project/Match/Partners (if any)	Grant Request
1.1 2016 SCAG Sustainability Planning Grant (Funding Sources: combination of federal, state and local sources)	San Bernardino County Regional Greenhouse Gas Reduction Plan Update. Match: \$50k cash. Partners: 22 local jurisdictions.	\$150,000
1.2 2016 SCAG Sustainability Planning Grant (Funding Sources: combination of federal, state and local sources)	Redlands Rail Accessibility Plan. Match: \$30k cash; \$20k in-kind. Partners: San Bernardino; Redlands; Community Vital Signs; SB DPH.	\$200,000
1.3 2016 SCAG Sustainability Planning Grant (Funding Sources: combination of federal, state and local sources)	Story Maps. Match: \$10k in-kind. Partners: Community Vital Signs; SBC DPH.	\$50,000
1.4 2016 SCAG Sustainability Planning Grant (Funding Sources: combination of federal, state and local sources)	Morongo Basin Active Transportation Plan. Match: \$4k in-kind. (SBCTA paid for grant writing). Applicant: County of San Bernardino (for Twentynine Palms; Yucca Valley; Joshua Tree; Morongo Valley).	\$200,000
1.5 2017 CEC Zero-Emission Vehicle Regional Readiness and Planning Solicitation (Funding Source: California Energy Commission)	San Bernardino Countywide Zev Readiness and Implementation Plan. Match: \$69,900 in-kind. No funding partners.	\$181,000
1.6 2017 CEC Local Challenge Grant (Funding Source: American Recovery and Reinvestment Act of 2009)	Sub-Regional Greenhouse Gas Reduction Plan Update. Match: none required. Partners: Needles, Victor Valley, Barstow, Hesperia, Adelanto, Big Bear, Yucca Valley, Twentynine Palms	\$250,635
1.7 2017 Caltrans SB1 Sustainable Transportation Planning Grant (Funding Source: SB1-state)	Comprehensive Pedestrian Sidewalk Connectivity Plan. Match: \$77,737 in-kind.	\$600,000
1.8 2017 Caltrans SB1 Adaptation Planning Grant (Funding Source: SB1-state)	Regional Climate Adaptation Toolkit for Transportation Infrastructure. Match: \$88,546, in-kind. Partners: WRCOG.	\$683,431

1. Competitive Grants Awarded (Continued)		
Granting Agency/Funding Source	Project/Match/Partners (if any)	Grant Request
1.9 2018 SGC Affordable Housing and Sustainable Communities (AHSC) Grant. (Funding Source: SGC)	B&A assisted National Core with two projects: 1) Arrowhead Grove (San Bernardino). Recommended for \$20M 2) Ontario Virginia-Holt (Ontario) – won for TCC.	\$20,000,000
1.10 2018 CTC/Caltrans Active Transportation Program (ATP) Cycle 4 (Funding Source: California Transportation Commission/California Department of Transportation)	To fund bicycle and pedestrian accessibility improvements near five Metrolink transit stations in the cities of Montclair, Upland, Rancho Cucamonga, Fontana and San Bernardino. (\$851k match)	\$6,132,000
1.11 2018 SCAG Sustainable Communities Program (Funding Source: SCAG)	San Bernardino County Regional SB 743 Tool Kit.	Technical Assistance
1.12 2018 CTC/Caltrans Active Transportation Program (ATP) Cycle 4 (Funding Source: California Transportation Commission/California Department of Transportation)	To extend the county-wide SRTS Education, Encouragement, Evaluation and Enforcement Program to an additional 31 schools. (partnering with San Bernardino County Department of Public Health (SBCDPH). No match. \$1,053,000 requested. MPO funded \$500,000.	\$500,000
1.13 2019 WCB Regional Conservation Investment Strategy Grant – Revised (Funding Source: Prop 68)	San Bernardino County Regional Conservation Investment Strategy (SBC RCIS) (complete Draft to Final)	\$562,210
1.14 2019 Caltrans Sustainable Communities and Strategic Partnerships Planning Grant. (Funding Source: SB 1)	Phase II Inventory for the Comprehensive Pedestrian Sidewalk Connectivity Plan. Match: \$69,623 in-kind.	\$537,377
1.15 2020 SCAG Regional Early Action Planning (REAP 1.0) Grant Subregional Partnership Program (SRP) (Funding Source: Department of Housing and Community Development)	SBCTA Subregional Partnership Program. Match: None.	\$2,437,000
1.16 2021 (Spring) Caltrans Sustainable Transportation Planning Grant – Technical (Funding Source: SB1 – State)	San Bernardino Transportation Analysis Model Update "Plus" (SBTAM+). Match: \$57,465.	\$443,535
1.17 2021 (Fall) Caltrans Sustainable Communities Planning Grant (Funding Source: SB1 – State)	Resubmitted San Bernardino County Long Range Multimodal Transportation Plan (SBC LRMTTP). Match: \$96,021.	\$690,500
1.18 2021 California Department of Parks and Recreation Outdoor Equity Grants Program (Funding Source: State)	Garcia Center for the Arts Home Base. Partners: numerous non-profits. Match: none.	\$700,000
1.19 2021 HCD Local Early Action Planning Grant (LEAP) (Funding Source: State)	Upland Rezoning Allocation Project. Match: none.	\$300,000
Total Competitive Funding Awarded		\$34,617,688

2. Competitive Grants Awaiting Award

Granting Agency/Funding Source	Project/Match/Partners (if any)	Grant Request
2.1 2022 REAP 2.0 Higher Impact Transformative (HIT) Allocation (Funding Source: State)	San Bernardino Regional Housing Trust. Match: none.	\$5,965,000
2.2 2022 Caltrans Sustainable Communities Planning Grant - Climate Adaptation (Funding Source: State, SB 198)	SBCTA/WRCOG Emergency Evacuation Network Resilience Study. Match: 11.74%.	\$1,200,000
2.3 2023 REAP 2.0 County Transportation Commission (CTC) Partnership Program (Funding Source: State)	San Bernardino County VMT Mitigation Bank. Match: none.	\$3,045,000
2.4 2023 REAP 2.0 County Transportation Commission (CTC) Partnership Program (Funding Source: State)	Countywide Multi-Modal Complete Streets Program. Match: none. Partners: Fontana, Ontario, Rancho, Rialto, Twentynine Palms, Upland.	\$24,957,081
Total Competitive Funding Awaiting Award		\$35,167,081

3. Competitive Grants Under Development

Granting Agency/Funding Source	Project/Match/Partners (if any)	Grant Request
3.1 2023 REAP 2.0 Subregional Partnership Program Allocation (SRP) (Funding Source: State) Due: 5/31/23	SBCTA Technical Assistance. Match: none.	\$2,367,317
3.2 2023 REAP 2.0 Housing Infill on Public and Private Lands (HIPP) Pilot Program (Funding Source: State) Due 7/10/23	SBCTA HIPP Technical Assistance Program. Match: none. Partners: TBD	TBD
3.3 2023 REAP 2.0 Programs to Accelerate Transformative Housing (PATH) (Funding Source: State) Due: TBD	San Bernardino Regional Housing Trust. Match: none.	TBD
3.4 2023 REAP 2.0 Regional utilities Supporting Housing (RUSH) Pilot Program (Funding Source: State) Due TBD	TBD	TBD
Total Grants Under Development		\$2,367,317

4. Competitive Grants Denied

Granting Agency/Funding Source	Project/Match/Partners (if any)	Grant Request
4.1 2016 CTC/Caltrans Active Transportation Program - Cycle 3 (Funding Sources: Federal TAP; CA Dept of Parks and Recreation; Federal HSIP; State Highway Account)	San Bernardino County SRTS Program (NI). Match: \$410k. Applicant: SBC DPH (SBCTA paid for grant writing). This application was subsequently rescoped and funded from two different entities.	\$1,590,000
4.2 2017 CNRA Urban Greening (Funding Source: state)	County application to extend the San Sevaine Trail (match: \$780k).	\$6,200,000
4.3 2017 SCAG Sustainability Planning Grant (Funding Sources: combination of federal, state and local sources)	Public-Private Initiatives for Housing. Match: \$30k in-kind. Partners: BIA; SCE; EPRI; Fontana; Ontario; iMortgage.	\$200,000
4.4 2017 SCAG Sustainability Planning Grant (Funding Sources: combination of federal, state and local sources)	Regional Conservation Investment Strategy. Match: \$225k cash. Partners: SBC Land Use Services; Endangered Habitats League; Natural Resources Defense Council.	\$200,000
4.5 2017 SGC Affordable Housing and Sustainable Communities Program FINAL Proposal (Funding Source: Greenhouse Gas Reduction Fund—Cap-and-Trade)	Metrolink Station Bike/Ped Access Project. Match: \$4,679,000 (from previous ATP win).	\$6,598,973
4.6 2018 SCAQMD Air Pollution Control Projects that Reduce/Mitigate Emissions/Toxic Exposure (Funding Source: South Coast Air Quality Management District)	GOCVB submitted application to purchase 12 ZEV airport shuttles and install an electric charging infrastructure to replace 86 gas-powered hotel shuttles currently in operation.	\$9,149,024
4.7 2018 Active Transportation Program (ATP) Cycle 4 (Funding Source: CTC/CA DOT)	San Sevaine Class I Multiuse Trail. Lead Agency: City of Fontana.	\$27,416,579
4.8 2018 FTA Low or No Emission Grant Program (Funding Source: Federal Transit Administration)	Omnitrans application to fund purchase of two 60-ft ZEV buses for West Valley Connector service.	\$2,308,000
4.9 2018 WCB Climate Adaptation and Resiliency Program (Funding Source: Greenhouse Gas Reduction Fund (GGRF))	Focal Species Climate Adaptation Plan. Will become an element of the larger RCIS planning effort by SBCTA, SCAG and County. Match: \$222k.	\$200,000
4.10 2019 BSCC Youth Reinvestment Grant Program (Funding Source: federal)	Young Visionaries Youth Leadership Academy (NGO)/Lead Agency: City of San Bernardino	\$964,836

4. Competitive Grants Denied (Continued)

Granting Agency/Funding Source	Project/Match/Partners (if any)	Grant Request
4.11 2020 CTC/Caltrans Active Transportation Program (ATP) Cycle 5 (Funding Source: California Transportation Commission/California Department of Transportation)	Fontana San Sevaine Trail (full). Match: \$500,000.	\$30,331,000
4.12 2020 CTC/Caltrans Active Transportation Program (ATP) Cycle 5 (Funding Source: California Transportation Commission/California Department of Transportation)	Fontana San Sevaine Trail (Segment A1). Match: \$500,000.	\$9,340,000
4.13 2020 CTC/Caltrans Active Transportation Program (ATP) Cycle 5 (Funding Source: California Transportation Commission/California Department of Transportation)	Fontana San Sevaine Trail (Segment A2). Match: None.	\$14,171,000
4.14 2020 CTC/Caltrans Active Transportation Program (ATP) Cycle 5 (Funding Source: California Transportation Commission/California Department of Transportation)	Highland/San Bernardino Bi-City Transformative Bikeway/Walkway Connector Match: \$222,000	\$19,241,000
4.15 2021 (Spring) Caltrans Sustainable Transportation Planning Grant (Funding Source: SB1 – State)	San Bernardino County Long Range Multimodal Transportation Plan (SBC LRMTP). Match: \$96,021.	\$690,500
4.16 2022 CTC/Caltrans Active Transportation Program (ATP) Cycle 6 (Funding Source: California Transportation Commission/California Department of Transportation)	SBCTA Safe Routes to School (SRTS) Non-Infrastructure Phase III to 15 schools. Match: none.	\$500,000
4.17 2022 CTC/Caltrans Active Transportation Program (ATP) Cycle 6 (Funding Source: California Transportation Commission/California Department of Transportation)	San Sevaine Class I Multiuse Trail. Lead Agency: City of Fontana. Philadelphia Ave. to Slover Ave. Match: \$500,000	\$11,866,000
4.18 2022 CTC/Caltrans Active Transportation Program (ATP) Cycle 6 (Funding Source: California Transportation Commission/California Department of Transportation)	San Sevaine Class I Multiuse Trail. Lead Agency: City of Fontana. Valley Blvd. to North of Foothill Blvd. Match: none.	\$16,992,000
Total Grants Denied		\$157,958,912

5. Other Blais & Associates Activities

- 5.1 Conducted Needs Assessment Interviews on 4/18/16 and 9/12/19 with department heads from Finance, Management Services, Legislative and Public Affairs, Project Delivery, Transit, Fund Administration and Programming, Air Quality & Mobility and Council of Governments. Developed Needs Assessment Report with over 35 potential grant opportunities addressing SBCTA/SBCOG identified project needs.
- 5.2 Prepared 2016 ATP Grant Application Workshop Presentation and coordinated with agency partners to present application details, best practices, and tips for successful applications to over 25 cities at workshop on 5/25/16. Partner Presenters: SBCTA/SBCOG; SCAG; Demi Espinoza, SRTS; City of Ontario; IEBA; Caltrans; SB DPH.
- 5.3 Developed 2016 Grant Writing Workshop Presentation and presented to over 20 San Bernardino cities and transportation agencies on 10/16/16. Topic areas included overviews of granting agencies (federal, state, regional and foundations); grants by department (planning/economic development; public works; parks & recreation & library; water/wastewater; public safety; and transit); tips for grant success; and one-on-one assistance.
- 5.4 Developed 2017 Grant Writing Workshop Presentation and presented to over 20 San Bernardino cities and transportation agencies on 10/26/17. Topic areas included overviews of granting agencies (federal, state, regional and foundations); grants by department (planning/economic development; public works; parks & recreation & library; water/wastewater; public safety; and transit); tips for grant success; and one-on-one assistance.
- 5.5 Developed 2018 Grant Writing Workshop Presentation and presented to over 15 San Bernardino cities and transportation agencies on 10/30/18. Topic areas included overviews of grants on the horizon (federal, state, regional and foundations); how to evaluate grant guidelines; how to pre-score your project; grant administration (Caltrans); and one-on-one assistance.
- 5.6 Prepared 2018 ATP Grant Application Workshop Presentation and coordinated with agency partners to present application details, best practices, and tips for successful applications to over 25 cities at workshop on 5/24/18. Partner Presenters: SBCTA/SBCOG; SCAG; Demi Espinoza, SRTS; IEBA; Caltrans; SB DPH.
- 5.7 Prepared 2020 ATP Grant Application Online Workshop Presentation and coordinated with agency partners to present application details, best practices, and tips for successful applications to over 20 cities on 6/25/20.
- 5.8 Developed 2021 Clean California Grant Writing Virtual Workshop and presented to over 15 San Bernardino cities on 12/26/21.
- 5.9 Developed 2022 ATP Cycle 6 Webinar and presented to over 15 San Bernardino cities on 5/2/22.
- 5.10 Tracked federal and state funding announcements weekly and developed over 250 Fact Sheets on grant opportunities for staff consideration that were in accordance with SBCTA's project priorities. Updated Grant Activity Reports and reviewed with SBCTA monthly. Provided additional research and application assistance as requested.
- 5.11 Assisted SBCTA/SBCOG staff with program and grant management for the 2020 SCAG Regional Early Action Planning (REAP 1.0) Grant Subregional Partnership Program in the amount of \$2,563,391 from September 2020 to June 2023.
- 5.12 Developed SBCOG Grants Tables that are updated bi-weekly and uploaded to SBCOG's website for all jurisdictions to access at <https://www.gosbcta.com/>.

Grants Update

Steve Smith
Director of Planning and Council of Governments

Monique Arellano
Council of Governments and Equity Programs Manager



cta
 San Bernardino County
 Transportation Authority

cog
 San Bernardino
 Council of Governments

SBCTA Transportation Grant Opportunities

- Measure I made assumptions on state/federal share of funding transportation projects
- STP/STBG and CMAQ have been major sources of federal formula funding for many years – has now become competitive with general funding “targets”
- RAISE (2009) and INFRA (2018) are “additional” federal opportunities
- STIP has been primary source of state funding
- SB 1 (2017) introduced three new competitive programs (TCEP, SCCP, LPP)
- Caltrans Active Transportation Program (6 cycles so far – began 2014)
- Planning grants from Caltrans and SCAG



Grant Update

SBCTA Transportation Grant Challenges

- SB 1 has provided huge infusion of funding for highway and transit projects (US 395 Phase 1, Arrow, I-10 Contract 1, I-15 Contract 1, I-10 TCL, West Valley Connector – over \$400M total awards in 2 cycles)
- State's CAPTI presenting new challenges for highway projects
- STBG and CMAQ have now become competitive with general funding "targets," beginning in 2025?
- Have done well with transportation planning grants: \$5M over last 10 yr.?
- Federal competitive grants extremely difficult – only one grant since 2009 (Arrow for \$8.5M)
- Requests over-subscribed generally by 15:1, with final selections made by USDOT Secretary



Grant Update

SBCTA Transportation Grant Strategy - State

- State SB 1 Grants and STBG/CMAQ
 - This is where our biggest payoff is – critical that we do well
 - Need to adapt projects to new CAPTI-focused criteria
 - Need to work with Caltrans and transit agencies early on
- Caltrans ATP grants
 - Relatively successful early years, not as much recently
 - Projects need to be more innovative
 - Grants mostly developed by cities/county. If SBCTA takes more proactive role, need some additional resources
- Transportation planning grants: Continuing source to execute planning programs



Grant Update

SBCTA Transportation Grant Strategy - Federal

- “Keep plugging away” but be a little more selective and adaptive
- Has to be a political rationale
- Need to adapt projects to Federal criteria as well
- Major transit funding likely through other programs like FTA Small Starts
- Note for both state and federal: Scale of competitive grants may require more consultant assistance.



Grant Update

SBCOG Grant Opportunities: Overview

- Grant opportunities are very diverse (GHG reduction, housing, habitat, energy, broadband, community engagement, climate adaptation, etc.)
- Consultant assistance essential - Blais currently:
 - Researches and gathers report on available and upcoming grants
 - Writes grants for SBCOG/SBCTA
 - Writes grants on behalf of partnering agencies
 - Writes grants for projects/programs that benefit the region
 - Hosts Grant-Writing Workshops
 - Make grant decisions on case-by-case basis



Grant Update

Grant Program	Project	Award
Caltrans Sustainable Transportation Planning Grant – Technical (Funding Source: SB1 – State)	San Bernardino Transportation Analysis Model Update "Plus" (SBTAM+). Match: \$57,465.	\$443,535
Caltrans Sustainable Communities Planning Grant (Funding Source: SB1 – State)	Resubmitted San Bernardino County Long Range Multimodal Transportation Plan (SBC LRMTTP). Match: \$96,021.	\$690,500
California Department of Parks and Recreation Outdoor Equity Grants Program (Funding Source: State)	Garcia Center for the Arts Home Base. Partners: numerous non-profits. Match: none.	\$700,000
HCD Local Early Action Planning Grant (LEAP) (Funding Source: State)	Upland Rezoning Allocation Project. Match: none.	\$300,000



B&A Grant Awards since 2021

Recent Grants Submitted

- REAP 2.0
 - Higher Impact Transformative (HIT) Allocation - \$5,965,00
 - County Transportation Commission (CTC) Program - \$28,002,081
 - Subregional Partnership Program (SRP) - \$2,367,317*
 - Housing Infill on Public/Private Land (HIPPP) Program ~ \$4,000,000*
 - Programs to Accelerate Transformative Housing (PATH) - \$5,965,000*
 - Regional Utilities Supporting Housing (RUSH) Pilot Program ~ \$3,000,000*
- Sustainable Communities Program – Civic Engagement, Equity & Environmental Justice
- EPA Climate Reduction Pollution Grant - \$1,000,000*
- USDOT Charging and Fueling Infrastructure Program (partner with Caltrans)



Grants Pending Award

Other Grant Opportunities Evaluated, but Probably No-Go

- USDOT Charging and Fueling Infrastructure Program (Community portion)
- USDOT - Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Program
- CEC - Reliable, Equitable, and Accessible Charging for Multi-family Housing 2.0 (REACH 2.0)



Questions/Issues on SBCOG-Related Grants

- Concern that region is not getting “fair share”
 - Jurisdictions not applying for grants to access funds
- Local Planning and Transportation Staff Feedback – Most jurisdictions don’t have resources to:
 - Develop Projects
 - Write Grants
 - Implement Projects
- Is there a desire for SBCTA/SBCOG to take a more active role in:
 - Facilitating project development at the local level? (infrastructure grants need up-front project development work – e.g. to identify and prepare sites for electric vehicle charging grants)
 - Applying for some of these grants on a more comprehensive geographical basis? (could improve our competitive position)
 - Assisting with project implementation? (this would be rare, but has been done for ATP projects)
 - Challenge: SBCOG resources limited



Discussion/Direction

Minute Action

AGENDA ITEM: 29

Date: July 5, 2023

Subject:

Transportation Development Act Triennial Performance Audits for Fiscal Years 2021/2022/2023

Recommendation:

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

Approve Contract No. 23-1002906 with Moore & Associates, Inc., for the Transportation Development Act Triennial Performance Audit for Fiscal Years 2020/2021, 2021/2022 and 2022/2023, in an amount not-to-exceed \$115,013.92.

Background:

On March 9, 2023, the San Bernardino County Transportation Authority (SBCTA) Executive Director authorized the advertisement of Request for Proposals (RFP) No. 23-1002906 for Professional Services for the Transportation Development Act (TDA) Triennial Performance Audits for Fiscal Years 2020/2021, 2021/2022, and 2022/2023 (FY 2021-2023), in accordance with SBCTA Contracting Procurement Policy No. 11000, Section VIII.A.1. The scope of work for the RFP, as described in Exhibit A, included conducting the FY 2021-2023 TDA Triennial Performance Audits of SBCTA and the following transit operators/claimants: City of Needles, Morongo Basin Transit Authority, Mountain Transit, Omnitrans and Victor Valley Transit Authority.

On March 9, 2023, RFP No. 23-1002906 was released and published on SBCTA's website. Approximately 216 firms were notified of the RFP on Planet Bids. Additionally, the RFP was posted on the SBCTA website and published in the Daily Journal. On April 11, 2023, two proposals were received: Moore & Associates, Inc., and Michael Baker International.

An evaluation committee consisting of three SBCTA staff members evaluated the proposals based on the following evaluation criteria:

- Qualifications, Related Experience, and References of the Firm
- Staffing and Project Organization
- Work Plan
- Pricing

The evaluation criteria are consistent with other similar procurements. The RFP identified that overall scoring would weigh the interview and the technical proposal as 60% and 40%, respectively.

The evaluation committee reviewed the proposals submitted based on the evaluation criteria. Since there were only two proposals, and they were both from responsive, responsible, and technically qualified bidders, interviews with both firms were conducted on May 9, 2023.

After reviewing the proposals and conducting interviews, the evaluation committee agreed on recommending award of a contract to Moore & Associates, Inc., to conduct the FY 2021-2023 TDA Triennial Performance Audits. The evaluation committee was impressed with the Moore & Associates, Inc., team, who demonstrated professional level understanding of the TDA as a *Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item

July 5, 2023

Page 2

whole in addition to Triennial Performance Audit guidelines and current trends and factors affecting transit in San Bernardino County. Staff recommends approval to award the Triennial Performance Audits contract for FY 2021-2023 to Moore & Associates, Inc., in an amount not-to-exceed \$115,013.92 to be funded with Local Transportation Fund (LTF) - Administration funds.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 15, 2023. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft agreement.

Responsible Staff:

Vanessa Schoenewald, Chief of Fund Administration

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

San Bernardino County Transportation Authority

Contract No:	<u>23-1002906</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Fund Administration</u>
Vendor No.:	<u>03911</u>	Vendor Name:	<u>Moore & Associates, Inc.</u>
Description:	<u>FY 2021-2023 TDA Triennial Performance Audit</u>		

Dollar Amount							
Original Contract		\$	115,013.92	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	115,013.92	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	115,013.92

Board of Directors	Date:	07/05/2023	Board	Item #	9751
--------------------	-------	------------	-------	--------	------

Other Contracts		Sole Source?	No	No Budget Adjustment
Local	Professional Services (Non-A&E)			N/A

Estimated Start Date:	07/06/2023	Expiration Date:	12/31/2024	Revised Expiration Date:
-----------------------	------------	------------------	------------	--------------------------

Estimated Start Date: 07/06/2023 Expiration Date: 12/31/2024 Revised Expiration Date:

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

		Total Contract Funding:	Total Contingency:
--	--	-------------------------	--------------------

[illegible]

Parent Contract	PM Description
-----------------	----------------

Z-Related Contracts

Brianna Martinez

Project Manager

Andrea Zureick
Task Manager

Additional Notes:

CONTRACT NO. 23-1002906**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****MOORE & ASSOCIATES INC.****FOR****2021-2023 TDA TRIENNIAL PERFORMANCE AUDIT SERVICES**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Moore & Associates, Inc. ("CONSULTANT"), whose address is 25852 McBean Pkwy #187, Valencia, California 91355. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires certain work services as described in Exhibit "A" of this Contract; and

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work") in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word "Work" includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

- 1.2 The Project Manager for this Contract is Brianna Martinez, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Department Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals; demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through December 31, 2024, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work identified herein, and in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or application to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is One Hundred and Fifteen Thousand Thirteen Dollars and Ninety-Two Cents (\$115,013.92). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work", and shall be reimbursed pursuant to Exhibit B "Price Proposal for Time and Materials". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the California Department of Human Resources rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.3 Intentionally Omitted
- 3.4 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.4.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards..
- 3.4.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2

CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.

- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link:
<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

- 4.4 Intentionally Omitted
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.
- 4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of four (4) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 10. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A “Scope of Work”. At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 11. TECHNICAL DIRECTION

11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA’s Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term “Technical Direction” is defined to include, without limitation:

11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.

11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.

11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.

11.1.4 SBCTA’s Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.

11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA’s Project Manager does not have the authority to, and may not, issue any Technical Direction which:

11.2.1 Increases or decreases the Scope of Work;

11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;

11.2.3 Constitutes a change as defined in the “CHANGES” Article of the Contract;

11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the “COMPENSATION” Article or the time required for Contract performance;

11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;

11.2.6 Interferes with CONSULTANT’s right to perform the terms and conditions of the Contract unless identified herein; or

- 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:
- 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
- 11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

- 12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102.

ARTICLE 15. KEY PERSONNEL

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

Name	Job Classification/Function
Kathy Chambers	Project Manager - Lead Auditor
Stephanie Roberts	Project Associate – Associate Auditor
Jill Wyman	Administrative Staff - Clerical

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.

- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.
- 17.6 Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.
- 17.7 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.
- 18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

- 18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

- 21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.

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

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

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

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

- Consultant shall maintain commercial general liability(CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$2,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations , duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

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

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

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability – Intentionally Omitted

- 21.1.7 Cyber Liability Insurance - appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the

CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability – Intentionally Omitted

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better 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.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38 or a substantially similar form, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT 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. CONSULTANT will pay, and shall require its sub-consultant(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 SBCTA, 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 CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.
- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at procurement@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 21.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.10 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

21.2.12 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

22.1 Intentionally omitted.

22.2 CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA and its 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 and for any costs or expenses incurred by SBCTA 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. CONSULTANT’s indemnification obligation applies to SBCTA’s “active” as well as “passive” negligence, but does not apply to SBCTA’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA’s written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA’s approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA’s approval shall not be unreasonably withheld.

- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCTA or any of its designees, representatives, or agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

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 Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To Moore & Associates Inc.	To SBCTA
25852 Mc Bean Pkwy. #187	1170 W. 3rd Street, 2nd Floor
Valencia, Ca 91355	San Bernardino, CA 92410-1715
Attn: Allison Moore	Attn: Brianna Martinez
Email: allison@moore-associates.net	Email: bmartinez@gosbcta.com
Phone: 661-253-1277	Phone: (909) 884-8276
2 nd Contact: Stephanie Roberts	Copy: Procurement Manager
Email:stephanie@moore-associates.net	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA’s Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA’s Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.

33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 34. GRATUITIES

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

Intentionally omitted.

ARTICLE 37. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with all safety instructions issued by SBCTA or their representatives.

ARTICLE 38. DRUG FREE WORKPLACE

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

ARTICLE 39. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 40. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 41. PREVAILING WAGES

42.1 The State of California's General Prevailing Wage Rates are not applicable to this Contract.

ARTICLE 42. CONTINGENT FEE

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

ARTICLE 43. FORCE MAJEURE

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

ARTICLE 44. WARRANTY

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

ARTICLE 45. ENTIRE DOCUMENT

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

ARTICLE 46. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 47. EFFECTIVE DATE

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

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

MOORE & ASSOCIATES INC.

By: _____
Jim Moore
Chief Executive Officer

Date: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Allison Moore
Secretary

Date: _____

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

EXHIBIT A
SCOPE OF WORK

DRAFT

**Transportation Development Act Triennial Performance Audit
For Fiscal Years 2020/2021, 2021/2022 and 2022/2023
SCOPE OF WORK
23-1002906**

The San Bernardino County Transportation Authority is required by California State statute Public Utilities Code (PUC) Section 99246 to conduct an independent performance audit of its activities and the activities of each operator located within its jurisdiction to whom it allocates funding from the Transportation Development Act (TDA). This audit is conducted every three years and must be conducted in compliance with relevant sections of the TDA and the “Performance Audit Guidebook” for Transit Operators and Regional Transportation Planning Entities published by the Department of Transportation. The performance audit must be completed and submitted to the Director of Caltrans. The Consultant will be required to perform the following tasks as part of the performance audits for the San Bernardino County Transportation Authority, referred to herein as “SBCTA,” and each of five transit providers, referred to herein individually as “Operator” or collectively as the “Operators”:

1. SBCTA Audit

a. Determine Compliance with Legal and Regulatory Requirements

The Consultant will be required to review and determine SBCTA’s compliance with the TDA, including compliance with TDA requirements for identification of unmet transit needs, and related sections of the California Administrative Code for Fiscal Years 2020/2021, 2021/2022 and 2022/2023. The specific Code Sections for which compliance is to be verified are those specified within the “Performance Audit Guidebook” for Transit Operators and Regional Transportation Planning Entities (PAG). See reference document available at PlanetBids. Should the Consultant identify instances of non-compliance, a finding regarding the non-compliance should be made in the audit report.

b. Follow-up on Prior Performance Audit Recommendations

The Consultant will review the most recent prior performance audit for SBCTA and assess the implementation of and/or progress being made on audit recommendations. The Consultant will need to make determinations as to whether recommendations that have not been implemented are:

- i. No longer applicable;
- ii. Infeasible;
- iii. Should still be implemented; or
- iv. Underway

If a prior audit recommendation(s) has not been implemented but still has merit, the Consultant should include the prior audit recommendation in the current audit report. The Consultant will evaluate recommendations that have been implemented or are being implemented. For these recommendations, the Consultant should assess the benefits

provided (or likely to be provided) by the recommendations. Significant accomplishments in implementing prior recommendations should be recognized.

c. Review SBCTA Functions

The Consultant will review each of the SBCTA TDA-related functions, consistent with the PAG. The functional review is expected to include interviews with SBCTA management, staff, and governing board, as well as with Operators under SBCTA's jurisdiction. Supplemental interviews with other regional agencies and state or federal agencies may be appropriate to gather more detailed information about areas of concern. Concerns over inefficient or ineffective SBCTA performance may be raised by:

- i. SBCTA and Operator interviews concerning SBCTA's functions;
- ii. Documents, such as the regional transportation plan, the Short Range Transit Plan, and adopted policies and procedures for evaluating TDA Claims;
- iii. Follow up of prior performance audits; and
- iv. Review of SBCTA's compliance with statutory and regulatory requirements.

2. Transit Operator Audits

The Operators to be included in this scope of work are: Basin Transit (formerly Morongo Basin Transit Authority); Mountain Transit (formerly Mountain Area Regional Transit Authority); City of Needles, for their transit services; Omnitrans; and Victor Valley Transit Authority.

a. Determine Compliance with the Legal and Regulatory Requirements

The Consultant will be required to review and determine each Operator's compliance with the TDA and related sections of the California Code of Regulations. At a minimum, the Code Sections for which compliance is to be verified are those specified with the PAG. Should the Consultant identify instances of non-compliance, a finding regarding the non-compliance should be made in the audit report.

b. Follow-Up on Prior Performance Audit Recommendations

The Consultant will review the most recent prior performance audit for the Operator and assess the Operator's implementation of and/or progress being made on audit recommendations. The Consultant will need to make a determination as to whether recommendations that have not been implemented are:

- i. No longer applicable;
- ii. Infeasible;
- iii. Should still be implemented; or
- iv. Underway

If a prior audit recommendation has not been implemented but still has merit, the Consultant should include the prior audit recommendation in the current audit report. The Consultant will evaluate recommendations that have been implemented or are being

implemented. For these recommendations, the Consultant should assess the benefits provided (or likely to be provided) by the recommendation. Significant accomplishments in implementing prior recommendations should be recognized.

c. Verify Performance Indicators

As part of the performance audit, Section 99246 of the Public Utilities Code requires verification of five performance indicators: operating cost per passenger, operating cost per vehicle service hour, passengers per vehicle service hour, passengers per vehicle service mile, and vehicle service hours per employee. The Consultant will review and validate the Operator's collection of basic data needed to calculate these indicators for each fiscal year in the triennium. The Consultant will be expected to analyze performance indicators with the intent of identifying potential issues or concerns that may need further examination during the functional review.

As part of the functional review described below, the Consultant will be expected to select, calculate, and analyze additional performance indicators that are appropriate to identify, quantify, and/or resolve performance problems and potential areas for improvement.

d. Review Operator Functions

The Consultant will review each operational function, consistent with the PAG. The functional review is expected to include interviews with the Operator's management, staff, and governing board, as well as with selected SBCTA staff. Concerns over inefficient or ineffective Operator performance may be raised by:

- i. Operator and SBCTA interviews concerning Operator functions;
- ii. Documents, such as user surveys or Short Range Transit Plans;
- iii. Review and analysis of TDA-required performance indicators;
- iv. Follow-up of prior performance audits; and
- v. Review of Operator compliance with statutory and regulatory requirements

Concerns of inefficient or ineffective performance should lead to further investigation, which may include the verification and calculation of additional performance indicators. This detailed investigation of functional concerns, problems, and potential improvements should make up the basis of most findings in the audit report.

3. Audit Deliverables

Upon completion of the above steps, the Consultant will prepare a management letter for each Operator and SBCTA that contains:

- a. Findings regarding performance compared with goals and objectives.
- b. Findings regarding implementation of prior performance audit recommendations.
- c. Verification of, at a minimum, the five TDA indicators.

- d. Verification that the public transit Operator is not precluded by its labor agreement from employing part time operators or contracting with common carriers.
- e. Recommendations, including estimated costs and benefits, for improving performance. Such recommendations may include where further analysis is indicated in the following functional areas:
 - Governing Body Role
 - Management and Organization
 - Transportation/Operations
 - Maintenance
 - Service Planning
 - Budgeting and Financial Planning
 - Management Reporting
 - Grants Management
 - Purchasing
 - Marketing and Public Relations
 - Personnel Management
 - Risk Analysis, Claims, and Insurance
 - Contract Operations

The Consultant will provide SBCTA and each Operator with an electronic copy of each draft management letter. After review, the Consultant will provide to SBCTA and each Operator an electronic copy of each final report.

The Consultant may be requested to make a presentation to each Operator's governing body, to the SBCTA Transit Committee, and possibly to the full SBCTA Board. Tentative dates are noted in the schedule below.

Schedule:

March 7, 2023	SBCTA Releases Request for Proposals
April 11, 2023	Proposal Due Date
May 9, 2023	Interviews
July 5, 2023	SBCTA awards consultant contract
January 6, 2024	Draft management letters submitted
February 5, 2024	Final management letters
May 1, 2024	Presentation to Omnitrans Board
May 9, 2024	Presentation to SBCTA Transit Committee
May 14, 2024	Presentation to Needles City Council
May 15, 2024	Presentation to Mountain Transit Board
May 20, 2024	Presentation to Victor Valley Transit Authority Board
May 23, 2024	Presentation to Basin Transit Board
June 5, 2024	Presentation to SBCTA Board (all audits if necessary)

Summary of Operations:

1. City of Needles, for their transit services

City of Needles Transit Services has one route that provides deviation service that operates within the incorporated city as well as Dial-a-Ride Service for seniors and persons with disabilities, a Dial-a-Ride Medical that provides rides for medical appointments only, and a Shopper Shuttle that provides rides to the neighboring City for more opportunities to buy goods. These services were operated through a private contractor, Transportation Concepts (TC). During Fiscal Year 2020/2021 Needles Area Transit carried 20,044 passengers while operating 4,488 revenue service hours. Operating expenses totaled \$484,392 while passenger fares were approximately \$29,006.

2. Basin Transit

Basin Transit was formed as a Joint Powers Authority (JPA) between the Town of Yucca Valley, City of Twentynine Palms, and the County of San Bernardino. Basin Transit operates deviated fixed route and general public demand response as well as intercity service into the Palm Springs area. Additionally, during Fiscal Year 2021/2022 the Basin Transit Board of Directors with a consultant team rebranded their agency with a new name of Basin Transit and updated their logo. During Fiscal Year 2020/2021 Basin Transit carried 130,574 passengers while providing 31,482 revenue service hours. Operating expenses totaled \$3,614,013 and passenger fares were approximately \$190,647.

3. Mountain Transit

Mountain Transit was formed as a JPA between the City of Big Bear Lake and the County of San Bernardino. Mountain Transit operates a fixed route system in the Big Bear area and the Crestline area and a general dial-a-ride as well as intercity service from Big Bear Lake, Lake Arrowhead and Crestline into the City of San Bernardino. During Fiscal Year 2020/2021, Mountain Transit carried 110,479 passengers while providing 30,218 revenue service hours. Operating expenses totaled \$3,312,913 while passenger fares were \$300,722.

4. Omnitrans

Omnitrans is a JPA between 16 cities and the County of San Bernardino. Omnitrans directly operates fixed route service in the San Bernardino Valley and contracts with First Transit to provide ADA complementary paratransit service for seniors and persons with disabilities and their Microtransit service. During Fiscal Year 2020/2021, Omnitrans carried 4,024,294 passengers while providing 496,397 revenue service hours. Operating expenses totaled \$76,886,703 while passenger fares totaled \$7,276,853.

5. Victor Valley Transit Authority (VVTA)

VVTA is a JPA between the Cities of Adelanto, Barstow, Hesperia, and Victorville; the Town of Apple Valley; and the County of San Bernardino. VVTA administration is in-house while operations and maintenance are contracted services through Keolis. During Fiscal Year 2020/2021, VVTA carried 1,467,736 passengers while providing 311,014 revenue service hours. Operating expenses totaled \$28,734,020 while passenger fares totaled \$1,437,854.

EXHIBIT B
PRICE PROPOSAL FOR TIME AND MATERIALS

DRAFT



Price Proposal for Time and Materials

RFP No. 23-1002906

Key Personnel

Name	Classification/Title	Job Function	Estimated Hours	Hourly Rate
Kathy Chambers	Project Manager	Lead Auditor	344	\$ 92\195.00*
Stephanie Roberts	Project Associate	Associate Auditor	272	\$ 72\145.00*
Jill Wyman	Administrative Staff	Clerical	92	\$ 24\50.00*

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost	Estimated Budget Amount
Travel	\$	\$3,893.92
	\$	

Total Cost Proposal	\$ 115,013.92
---------------------	---------------

Total cost includes any virtual presentations. In-person presentations can be provided as a cost option at a rate of \$900 per presentation.

MOORE & ASSOCIATES, INC.

Proposer

Allison Moore

Signature of Authorized Person

APRIL 11, 2023

Date

*Fully Loaded Rate

Minute Action

AGENDA ITEM: 30

Date: July 5, 2023

Subject:

Capital Project Needs Analysis Submittals and Funding Allocations for the Measure I Valley Major Street Program/Arterial Sub-program for Fiscal Year 2023/2024

Recommendation:

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

Approve the Project List for the Measure I Valley Major Street Program/Arterial Sub-program allocations for Fiscal Year 2023/2024.

Background:

In the Measure I 2010-2040 Strategic Plan, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved creation of the San Bernardino Valley Arterial Sub-program under the Major Street Projects Program. Strategic Plan Policy No. 40006 requires each Valley Subarea jurisdiction to execute a Jurisdiction Master Agreement (JMA) to be eligible for reimbursement of Measure I San Bernardino Valley Arterial Sub-program funds. The agreement serves as a multi-year contract for the entirety of Measure I 2010-2040. The City of Chino Hills is the only jurisdiction that has not yet executed a JMA as they had the majority of their funds allocated to them through the Project Advancement Agreement process.

Additionally, as required by policy, Valley jurisdictions must prepare, adopt, and annually submit to SBCTA by September 30th, their Capital Project Needs Analysis (CPNA), a list of projects for which they plan to request reimbursement of the public share in the next five years, as shown in Attachment A. Projects listed in the first two years and any unreimbursed expenditures from prior years are eligible for reimbursement in Fiscal Year (FY) 2023/2024. Besides identifying the need for Measure I funds by project phase, the complete submittal also lists other anticipated funding sources, including the required development mitigation fair share funds.

Reimbursement is subject to each jurisdiction's equitable share and arterial fund allocation limits; therefore, approval of the list does not guarantee availability of funds for reimbursement. However, there is an allowance for a jurisdiction to advance up to five years of allocations if there is a sufficient fund balance in the cumulative arterial fund and the advance is approved by the Board. To date, advances have been approved for the cities of Chino, Montclair, Ontario, San Bernardino, Upland, and Yucaipa. The arterial project list also contains projects where arterial funds have been pledged as collateral for development share term loans. These projects are prioritized for use of arterial funds.

The Arterial Sub-program current year funding allocations were approved by the Board on April 5, 2023, as part of the FY 2023/2024 Budget planning process. Attachment B shows the Board-approved total allocations to date, project reimbursements to date, and arterial funds identified as collateral for development impact fee term loans. Since FY 2021/2022, adjustments have been made to each city's share over a 15-year period to achieve fair share equity between actual program revenue and approved allocations among jurisdictions. Also listed as additional information is the total of each agency's five-year CPNA need for funds and whether they have a

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 2

Board-approved five-year advance. Based on the submittals, additional cities may be in need of five-year advances in order to complete their projects, but these would be presented to the Board at a future date as needed.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and recommended for approval (13-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 15, 2023.

Responsible Staff:

Marc Lucius, Management Analyst II

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS
VALLEY ARTERIAL SUB-PROGRAM - FY2023/2024 to FY2027/2028

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 23/24	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI FY 27/28	MI Future	MI Total
Chino	Widen Edison Ave from Central Ave to Euclid Ave from 4 to 6 lanes			8,546,000	12,407,140	0	0	2,000,000	0	0	0	0	2,000,000
	Widen Pine Ave from El Prado Rd to SR-71 from 2 to 4 lanes		Yes	27,948,000	54,973,000	0	12,028,292	12,028,291	0	0	863,744	0	24,920,327
						0	12,028,292	14,028,291	0	0	863,744	0	26,920,327
Chino Hills	Widen Pine Ave from SR-71 to Chino Creek (north side only)			4,201,000	4,201,000	0	0	2,789,884	0	0	0	0	2,789,884
	Soqual Canyon Pkwy/Peyton Dr Connection - construct 2 lanes from Soqual Cyn Pkwy to Peyton Dr at Woodview Rd			16,000,000	16,000,000	0	0	0	253,834	0	0	0	253,834
						0	0	2,789,884	253,834	0	0	0	3,043,718
Colton	Improvement of La Cadena Dr from Rancho Ave to Litton Ave including bridge replacement at Santa Ana River			4,866,000	26,173,958	627,240	785,486	291,087	0	0	0	0	1,703,813
	Widen Reche Cyn Rd from S. Crystal Ridge to Riverside County Line from 2 to 4 lanes			5,652,000	5,669,970	50,754	112,800	225,600	1,353,600	1,353,600	0	0	3,096,354
	Widen Mount Vernon Ave grade separation on the Alhambra Line			4,000,000	17,662,602	372,304	279,123	279,123	279,123	0	0	0	1,209,673
						1,050,298	1,177,409	795,810	1,632,723	1,353,600	0	0	6,009,840
Fontana	Widen Sierra Ave from Summit Av to I-15 Widen from 2 to 6 lanes			10,759,000		132,654	0	0	0	0	0	0	132,654
	Widen Foothill Blvd from Hemlock to Almeria from 4 to 6 lanes			13,826,000		1,078,301	0	0	0	0	0	0	1,078,301
	Widen Sierra Ave from Foothill Blvd to Baseline Ave from 4 to 6 lanes			12,031,000	15,122,464	10,268,153	0	0	0	0	0	0	10,268,153
	Widen Slover Ave from Etiwanda Ave to 800' e/o Etiwanda from 2 to 4 lanes			8,069,000	11,329,298	5,556,191	0	0	0	0	0	0	5,556,191
						17,035,299	0	0	0	0	0	0	17,035,299
Fontana Sphere	Widen Cherry Ave Bridge from Merrill Ave to Whittram from 4 to 6 lanes			10,200,000	10,957,067	584,205	0	0	0	0	0	5,803,765	6,387,970
	Ph1: Widen San Bernardino Ave from Cherry Ave to Fontana City Limits from 2 to 4 lanes			2,031,000	15,599,600	83,204	1,605,663	391,018	6,820,517	0	0	0	8,900,402
						667,409	1,605,663	391,018	6,820,517	0	0	5,803,765	15,288,372
Grand Terrace	Extend Commerce Wy from 900' n/o DeBerry Rd to Main St from 0 to 4 lanes			5,500,000		236,552	624,000	907,077	205,500	0	0	0	1,973,129
						236,552	624,000	907,077	205,500	0	0	0	1,973,129
Highland	SR-210 / Baseline Interchange - term loan; cash flow estimated by SBCTA	Yes		13,260,000	31,730,814	0	3,499,301	0	0	0	0	0	3,499,301
	Victoria Avenue Improvements Project	Yes		4,975,000	11,265,000	0	0	268,000	268,000	0	0	0	536,000
						0	3,499,301	268,000	268,000	0	0	0	4,035,301
Loma Linda	Intersection Improvements at Mound St and Anderson St			1,000,000		0	0	318,240	612,000	0	0	0	930,240
	Widen California St from Barton Rd to Redlands Blvd from 2 to 6 lanes			4,100,000		109,355	391,680	1,037,781	1,522,078	0	0	0	3,060,894
	Install traffic signal at Barton Rd & Benton St			235,632		0	0	146,432	0	0	0	0	146,432
						109,355	391,680	1,502,453	2,134,078	0	0	0	4,137,566
Montclair	I-10 / Monte Vista Ave interchange - term loan; cash flow estimated by SBCTA	Yes	Yes	5,850,000	32,256,960	0	1,990,241	0	0	0	0	0	1,990,241
						0	1,990,241	0	0	0	0	0	1,990,241

ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS
VALLEY ARTERIAL SUB-PROGRAM - FY2023/2024 to FY2027/2028

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 23/24	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI FY 27/28	MI Future	MI Total
Ontario	Spot Widen Airport Dr from Kettering to Etiwanda Ave from 2 to 4 lanes, including intersection at Etiwanda/Slover			5,270,000		1,634,972	225,625	0	0	0	0	0	1,860,596
	Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes			48,817,215	2,400,000	251,601	295,375	729,750	0	0	0	0	1,276,726
	Replace 4th St structure between I-10 westbound ramps and I-10 eastbound ramps and widen to 5 lanes - cashflow estimated by SBCTA	Yes	Yes	21,567,000	21,566,769	692,644	2,364,522	0	0	0	0	0	3,057,166
	Replace 4th St structure between I-10 westbound ramps and I-10 eastbound ramps and widen to 5 lanes - term loan fully drawn	Yes	Yes			0	0	0	0	0	0	0	0
	Widen Grove Ave from I-10 to Holt Blvd from 4 to 6 lanes, Including W. Cuc. Creek Bridge			32,200,000	4,100,000	257,190	295,375	729,750	0	0	0	0	1,282,315
	Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes			48,817,215	5,130,636	2,653,019	199,616	0	0	0	0	0	2,852,634
	Widen Mountain Ave from Sixth Street to s/o Holt Blvd			7,467,000	5,130,636	2,653,019	199,616	0	0	0	0	0	2,852,634
						8,142,444	3,580,128	1,459,500	0	0	0	0	13,182,071
	Widen Wilson Ave from East Ave to Wardman/Bulloch from 0 to 4 lanes			7,572,000	7,434,218	3,199,098	0	0	0	0	0	0	3,199,098
	Construct a Traffic Signal at the Intersection of Milliken and 5th			442,000	738,737	526,720	0	0	0	0	0	0	526,720
Rancho Cucamonga	Construct a Traffic Signal at the Intersection of Rochester and Jersey			442,000	738,737	526,720	0	0	0	0	0	0	526,720
	Widen Victoria Ave from EHS to I-15			369,000	412,341	293,999	0	0	0	0	0	0	293,999
	Intersection of East and Miller			442,000	738,737	526,720	0	0	0	0	0	0	526,720
	Construct a Traffic Signal at the Intersection of 6th and Rochester			442,000	738,737	526,720	0	0	0	0	0	0	526,720
	Construct a Traffic Signal at the Intersection of Camelian and Banyan			442,000	600,297	428,012	0	0	0	0	0	0	428,012
	Construct a Traffic Signal at the Intersection of 6th and Hellman			442,000	1,081,710	771,973	0	0	0	0	0	0	771,973
	Construct a Traffic Signal at the Intersection of 6th and Utica			442,000	595,946	424,910	0	0	0	0	0	0	424,910
						7,224,872	0	0	0	0	0	0	7,224,872
	Construct a Traffic Signal at the Intersection of Ford St and I-10 WB			464,000	812,000	0	0	163,028	461,400	0	0	0	624,428
	Construct a Traffic Signal at the Intersection of Ford St and I-10			464,000	812,000	0	0	163,028	461,400	0	0	0	624,428
Redlands	Intersection Improvements at University and Colton			500,000	750,000	0	115,350	461,400	0	0	0	0	576,750
	Construct a Traffic Signal at the Intersection of Wabash Ave and Citrus Ave			464,000	750,000	0	0	0	0	576,750	0	0	576,750
	Construct a Traffic Signal at the Intersection of Dearborn St and Citrus Ave			464,000	750,000	0	0	0	576,750	0	0	0	576,750
	Widen San Bernardino Ave from Church St to Wabash Ave from 2 to 4 lanes			3,743,000	641,700	0	0	0	0	493,467	0	0	493,467
	Widening Pioneer Ave from Furlow Dr to Texas St from 2 to 4 lanes (to be added)			1,500,000	1,500,000	0	0	0	0	403,725	749,775	0	1,153,500
						0	115,350	787,456	1,499,550	1,473,942	749,775	0	4,626,073

ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS
VALLEY ARTERIAL SUB-PROGRAM - FY2023/2024 to FY2027/2028

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 23/24	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI FY 27/28	MI Future	MI Total
Rialto	Construct Pepper Ave from N. Terminus to Highland Ave to 4 lanes			14,882,000	15,022,010	8,878,008	0	0	0	0	0	0	8,878,008
	Widen Riverside Ave from Gateway Plaza to San Bernardino Ave from 4 to 6 lanes			1,233,000	4,780,875	2,825,497	0	0	0	0	0	0	2,825,497
	Construct a Traffic Signal at the Intersection of Riverside and Linden with intersection improvements			649,000	888,254	524,958	0	0	0	0	0	0	524,958
	Widen Alder Ave from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes			4,600,000	8,272,659	4,889,141	0	0	0	0	0	0	4,889,141
	Widen Ayala Dr from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes			3,200,000	6,928,766	4,087,120	0	0	0	0	0	0	4,087,120
	Widen Cactus Av from Valley Bl to Foothill Bl from 3 to 4 lanes			1,775,733	481,229	284,406	0	0	0	0	0	0	284,406
	Widen Randall Ave from West City Limits to Riverside Ave from 2 to 4 lanes			4,413,000	4,284,491	2,532,134	0	0	0	0	0	0	2,532,134
						24,021,264	0	0	0	0	0	0	24,021,264
San Bernardino, City of	Reconstruct Mt Vernon Bridge to 4 lanes (local match)		Yes	17,664,000		2,637,391	614,138	1,453,735	1,832,118	0	0	0	6,537,382
	Widen "H" St from Kendall Dr to 40th St from 2 to 4 lanes		Yes	2,145,000		1,025,980	797,680	2,704,000	0	0	0	0	4,527,660
	Widen State Street from 16th St to Baseline St from 0 to 4 lanes		Yes			6,038,062	0	0	0	0	0	0	6,038,062
	Widen 5th St from Sterling to Victoria from 2 to 6 lanes		Yes	967,000		0	0	0	0	0	0	0	0
	Widen 40th St from Acre Ln to Electric Ave from 2 to 4 lanes		Yes	5,421,000		1,795,675	716,560	3,380,000	0	0	0	0	5,892,235
						11,497,108	2,128,378	7,537,735	1,832,118	0	0	0	22,995,339
Upland	Widen Arrow Hwy from County Line to Central Ave from 2 to 4 lanes			2,874,000	1,870,000	0	0	0	0	0	0	913,220	913,220
	Widen Foothill Blvd from County Line to Central Ave from 2 to 6 lanes			5,900,000	5,900,000	432,543	0	0	0	0	0	0	432,543
	I-10 & Monte Vista Ave - term loan fully drawn	Yes	Yes	2,107,992	33,144,900	0	0	0	0	0	0	0	0
	I-10 & Euclid Ave - term loan fully drawn	Yes		8,974,000	936,885	0	0	0	0	0	0	0	0
						432,543	0	0	0	0	0	913,220	1,345,763
Yucaipa	Widen 5th St from Yucaipa Bl to County Line Rd from 2 to 4 lanes		Yes	7,032,000	1,637,000	1,109,000	0	0	0	0	0	0	1,109,000
	Widen Ave E from 14th St to Bryant St from 2 lanes to 4 lanes		Yes	23,532,000	9,603,000	3,799,000	1,529,000	909,000	0	0	0	0	6,237,000
	Widen Calimesa Bl from Oak Glen Rd to County Line Rd from 2 to 4 lanes.		Yes	4,192,000	8,010,500	1,740,000	0	750,000	1,743,000	1,758,000	1,783,000	0	7,774,000
	Widen County Line Rd from I-10 to Calimesa Blvd from 2 to 4 lanes		Yes	610,000	8,646,000	5,305,000	200,000	70,000	0	0	0	0	5,575,000
	Widen Yucaipa Bl from I-10 to 15th St from 4 to 6 lanes		Yes	17,668,000	12,802,000	8,447,000	0	0	0	0	0	0	8,447,000
						20,400,000	1,729,000	1,729,000	1,743,000	1,758,000	1,783,000	0	29,142,000
Total						\$ 90,817,144	\$ 28,869,442	\$ 32,196,224	\$ 16,389,320	\$ 4,585,542	\$ 3,396,519	\$ 6,716,985	\$ 182,971,175

Measure I Valley Major Street/Arterial Sub-Program
Summary of Allocations, Balances & Future Need

	SHARES	ALLOCATIONS	BALANCES		SPECIAL ARRANGEMENTS		CPNA			
Jurisdiction	Current Equitable Share*	FY10/11 thru FY23/24	Reimbursements FY10/11 thru 4/24/23	Allocation Balance	Approved Advances @ 4/24/23	Term Loan Collateral @ 4/24/23	Balance PLUS Anticipated Revenue FY24/25 thru FY27/28	Balance of Equitable Share Due in FY27/28	Total "Needs" from CPNA FY23/24 thru FY27/28 (incl loan collateral)	Total "Needs" thru FY27/28 when limited by 5-yr rule thru FY32/33
Chino	7.591%	\$18,613,913	\$298,946	\$18,314,967	\$13,322,139		\$28,149,091	\$1,008,132	\$26,920,327	\$26,920,327
Chino Hills	2.194%	\$3,043,718	\$0	\$3,043,718			\$3,043,718	-\$2,520,960	\$3,043,718	\$3,043,718
Colton	2.534%	\$6,618,994	\$393,612	\$6,225,382			\$9,656,795	\$586,968	\$6,009,840	\$6,009,840
Fontana	19.400%	\$39,301,658	\$7,634,761	\$31,666,897			\$49,805,463	-\$10,930,215	\$17,035,299	\$17,035,299
Grand Terrace	1.389%	\$3,628,170	\$151,462	\$3,476,708			\$5,357,621	\$321,744	\$1,973,129	\$1,973,129
Highland	6.777%	\$17,641,193	\$5,183,062	\$12,458,131		\$3,499,301	\$21,612,895	\$1,532,224	\$4,035,301	\$4,035,301
Loma Linda	4.074%	\$10,641,587	\$5,019,909	\$5,621,677			\$11,138,479	\$943,689	\$4,137,566	\$4,137,566
Montclair	0.597%	\$1,559,407	\$1,913,734	-\$354,327	\$1,141,746	\$1,990,241	\$454,100	\$138,287	\$1,990,241	\$787,419
Ontario	12.272%	\$32,055,364	\$16,605,339	\$15,450,026	\$6,383,764		\$32,068,138	\$2,842,650	\$13,874,715	\$13,874,715
Rancho Cucamonga	5.044%	\$10,704,395	\$5,429,607	\$5,274,788			\$10,598,766	-\$1,625,953	\$7,224,872	\$7,224,872
Redlands	4.854%	\$12,679,004	\$2,112,512	\$10,566,492			\$17,139,530	\$1,124,366	\$4,626,073	\$4,626,073
Rialto	3.831%	\$9,553,460	\$8,146,197	\$1,407,263			\$6,428,777	\$607,293	\$24,021,264	\$13,669,312
San Bernardino	7.857%	\$20,523,060	\$8,934,020	\$11,589,040	\$15,026,300		\$22,228,587	\$1,819,972	\$22,995,339	\$22,995,339
Upland	2.743%	\$7,164,917	\$3,158,457	\$4,006,460	\$2,029,872		\$7,720,890	\$635,380	\$1,345,763	\$1,345,763
Yucaipa	5.965%	\$14,207,908	\$13,401,043	\$806,865	\$10,056,155		\$8,380,931	\$533,399	\$29,142,000	\$19,242,519
County	12.878%	\$33,638,281	\$6,039,970	\$27,598,311			\$45,037,037	\$2,983,022	\$15,288,372	\$15,288,372
Arterial Allocation	100.000%	\$241,575,030	\$84,422,630	\$157,152,400	\$47,959,977	\$5,489,542	\$278,820,816	\$0	\$183,663,819	\$162,209,564

Minute Action

AGENDA ITEM: 31

Date: July 5, 2023

Subject:

Measure I 2023 Population Estimates

Recommendation:

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

Adopt the 2023 Population Estimates in Attachment B for use in the allocation of Measure I Local Street Projects Program and Transportation Development Act funds and in the apportionment of shares of certain State and Federal funds.

Background:

Allocation of revenue authorized by Ordinance No. 04-01 is estimated within the Transportation Expenditure Plan, but funds are allocated by percentage of the actual revenue received. Population estimates for the cities and unincorporated territory within each Measure I Subarea are used in the allocation of Measure I Local Street Projects Program funds, commonly referred to as local pass-through funds. The Valley distribution formula for local pass-through funds is based strictly upon population, while the Mountain/Desert formula contains both population and point of generation components as detailed below:

San Bernardino Valley Subarea Expenditure Plan, Section F “Local Street Projects” states:

“Allocations to local jurisdictions shall be on a per capita basis using the most recent State Department of Finance population estimates for January 1, with the County’s portion based upon unincorporated population in the Valley Subarea. Estimates of unincorporated population within the Valley Subarea shall be determined by the County Planning Department, reconciled with the State Department of Finance population estimate for January 1 of each year.”

Mountain/Desert Expenditure Plan, Section C “Local Street Projects” Paragraph 2 states:

“...funds in the general Local Street Projects category shall be allocated to local jurisdictions based upon population (50 percent) and tax generation (50 percent). Population calculations shall be based upon the most current State Department of Finance estimates for January 1 of each year. Estimates of unincorporated population within each subarea shall be determined by the County Planning Department, reconciled with the State Department of Finance population estimates. Tax generation calculations shall be based upon State Board of Equalization data.”

Additionally, San Bernardino County Transportation Authority (SBCTA) uses population as a factor in the allocation and/or apportionment of Transportation Development Act (TDA) funds (Local Transportation Fund and State Transit Assistance Fund) and for tracking the equitable distribution of certain State and Federal funds (Surface Transportation Program, Congestion Mitigation and Air Quality Improvement Program, State Transportation Improvement Program, Local Partnership Program, Federal Transit Administration Section 5311 Rural Grants, Senate Bill 1 State of Good Repair, and Low Carbon Transit Operations Program).

The formulas are updated annually using the State Department of Finance (DOF) population estimates as of January 1 of each year. The DOF estimating process begins with a county estimate that is produced by using customary demographic data inputs (births, deaths, school enrollment, administrative data, etc.) and applying standard demographic methodology. Growth or decline at the local level (city/unincorporated area) is estimated using data collected from local jurisdictions, mainly housing unit change and annexations, and change to group quarters (college dorms, prisons, military barracks) collected from a variety of government Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 2

agencies and educational segments. That local estimate is then aligned to the county-level figure which is based on changes in annual counts for births, deaths, school enrollment, migration, medical care enrollment data, and group quarters population. Once DOF has the data necessary to produce the annual sub-county report, the DOF timeframe for actually calculating and producing the estimates is very limited due to the timing of the data collection (as it becomes available) and the statutory deadline that they are under. Additional information from the DOF website is included as Attachment A to this agenda item.

According to DOF, local agencies that have comments or feedback pertaining to a population estimate are encouraged to first contact their planning department, building department or community development department locally to express their concerns. The housing unit changes that drive population estimates locally come directly from a survey completed by local planning, building and community development departments. In the event that a number of housing units were not reported by the local jurisdiction, DOF can revise a previous year to include those units given the proper documentation. This may result in a higher population for a previous year but does not directly impact current year transportation funds to the jurisdiction for the current year.

The San Bernardino County Demographic Research Unit takes the DOF estimates and disaggregates the unincorporated population by Measure I Subarea based on building permit activity. Urban areas are defined by California Department of Transportation (Caltrans) Urban Area Boundaries within the unincorporated areas. Both are controlled to the DOF unincorporated total.

The January 1, 2023 population estimates are recommended for approval and use in allocation of Measure I Local Street Projects Program funds and the other TDA, State, and Federal funds. Both the 2023 population estimates (Attachment B) and the 2022 population estimates (Attachment C) are attached to this agenda item for comparison purposes. As there are no major changes in the population statistics, there should be no significant shift in Measure I fund allocations related to population. The distribution of Measure I funds will be adjusted retroactively to January 1, 2023, to reflect each jurisdiction's relative proportion of population within the Measure I Subarea.

This item has no direct impact on the SBCTA budget. The adopted population estimates are incorporated into the allocation formula for distribution to local jurisdictions.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023.

Responsible Staff:

Marc Lucius, Management Analyst II

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

Department of Finance Population Estimate Methodology

Source: State of California, Department of Finance, May 1, 2023:
[May 2023 Population Estimates Release \(ca.gov\)](https://www.dof.ca.gov/Forecasting/Demographics/)

Overview

Stable births, fewer deaths, and a rebound in foreign immigration slowed California's recent population decline in 2022, with the state's population estimated at 38,940,231 people as of January 1, 2023, according to new data released today by the California Department of Finance.

These population estimates are produced annually by Finance for use by local areas to calculate their annual appropriations limit. The State Controller's Office uses Finance's estimates to update their population figures for distribution of state subventions to cities and counties, and to comply with various state codes. Additionally, estimates are used for research and planning purposes by federal, state, and local agencies, the academic community, and the private sector.

Changes to the housing stock are used in the preparation of the annual city population estimates. Estimated occupancy of housing units and the number of persons per household further determine population levels. Changes in city housing stock result from new construction, demolitions, housing unit conversions, and annexations. The sub-county population estimates are then adjusted to be consistent with independently produced county estimates.

Comparing Census Bureau's recently released July 1, 2022 estimates with Finance's January 1, 2023 estimates should generally be avoided since they refer to different points in time. In addition, there are numerous differences between the two series including the effects of the wildfires, changes in migration patterns, accelerating slowdown in births, and excess deaths due to the COVID-19 Pandemic that make comparisons difficult. All Finance population and housing estimates are benchmarked to a decennial census. The estimates in this report are benchmarked to the 2020 decennial census.

Related population reports are available on the Department's website:
<http://www.dof.ca.gov/Forecasting/Demographics/>

Contents

The report contains preliminary year-over-year January 2023 and revised January 2021 and January 2022 population data for California cities, counties, and the state. These estimates are based on information through January 1, 2023.

Methodology

City and Unincorporated Area Estimates. The Housing Unit Method (HUM) is used to estimate total and occupied housing units, household size, household population, and group quarters population. American Community Survey (ACS) data were used to distribute 2020 Census housing units into our standard housing types (single detached units, single attached units, two to four units, five plus or apartment units, and mobile homes). Housing units are estimated by adding new construction and annexations and subtracting demolitions, and adjusting for units lost or gained by conversions. Annual housing unit change data are supplied by local jurisdictions and the U.S. Census Bureau. Occupied housing units are estimated by applying a derived civilian vacancy rate to the estimated civilian housing units. Vacancy rates are based on 2020 Census benchmark data, adjusted to incorporate the directional changes described by the latest available ACS data. Exact data on foreclosures or other housing market indicators are not reliably available to adjust vacancy rates and are not used.

Attachment A

Military occupied housing units are added to civilian occupied housing units to calculate total occupied housing units. Military surveys are used to track military changes including base realignments and closures. Household population estimates are derived by multiplying the number of occupied housing units by the current persons per household. The persons per household estimates are based on 2020 Census benchmark data and are adjusted by raking the current county population series into these estimates. The group quarters population is based on the Census Bureau's 2020 P.L.94-171 File counts on group quarters and annually adjusted using reported changes for group quarters by state, federal, and local agencies. The household and group quarters populations are summed to produce the initial city population estimates. These estimates are aligned to the county estimates described below.

State Estimate. The state population is estimated using the Driver License Address Change (DLAC) Method. This composite method separately estimates the population under age 18, 18 through 64, and 65 years and older. Administrative records such as births, deaths, driver license address changes, tax return data, Medicare and Medi-Cal enrollment, immigration reports, school enrollments, and group quarters population are among the data used in this method. All data used to develop these estimates are in summary tables and do not reveal the identity of any individual.

County Estimates. Most of county populations estimates result from averaging the first three methods below. We use a Vital Statistics Method in nine counties (Alpine, Calaveras, Inyo, Mariposa, Modoc, Sierra, Siskiyou, Trinity, and Tuolumne) with populations 65,000 or less.

DLAC Method. A modified version of the state Driver License Address Change (DLAC) method is used for counties. County proportions of the state total result from changes in county population values for births, deaths, school enrollment, foreign and domestic migration, medical care and medical aid enrollments, and group quarters population.

Ratio-Correlation Method. This method models changes in household population as a function of changes in the distributions of school enrollments, labor force, and housing units. Estimates of county group quarters are added.

Tax Return Method. County proportions are derived by the U.S. Census Bureau using matched federal income tax returns to estimate inter-county migration along with vital statistics, group quarters, and other information for the population aged 65 and over.

Vital Statistics Method. County population estimates result from changes in county population values for births, deaths, and group quarters population.

Data Considerations

Sources. Data used in estimation models come from administrative records of several state and federal government departments and agencies, and from the local jurisdictions for which Finance produces population estimates. Because timeliness and coverage in these series vary, corrections, smoothing, and other adjustments may be applied. Changes to 2020 P.L. 94-171 data in the classification of student housing on or near campus was necessary to remain consistent with the census group quarters definition. In only a few instances, some student housing (residence hall and apartment units) counted as household population in the census was redefined as group quarters student housing population. College dorm group quarters population is defined as student population living in residence halls and apartment units located on or near college campuses.

Suggested Citation

State of California, Department of Finance, E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change — January 1, 2022 and 2023. Sacramento, California, May 2023.

Attachment A**Contact Information**

For questions on the E-1, contact Doug Kuczynski or John Boyne in the Demographic Research Unit at 916-323-4086 or e-mail at ficalpop@dof.ca.gov.

Attachment B

MEASURE I 2023 POPULATION SUMMARY
PREPARED BY SAN BERNARDINO COUNTY PLANNING

PLANNING REGION	(1) DOF/CO 2023	(2) ADJUSTMENT	2023 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2022	%SUBAREA CHANGE FROM 2022
WEST VALLEY							
CHINO	93,137		93,137	5.91%	4.268%	1,139	0.10%
CHINO HILLS	77,058		77,058	4.89%	3.531%	(906)	-0.03%
FONTANA	213,851		213,851	13.57%	9.800%	1,042	0.14%
MONTCLAIR	37,494		37,494	2.38%	1.718%	(352)	-0.01%
ONTARIO	180,717		180,717	11.47%	8.282%	1,201	0.14%
RANCHO CUCAMONGA	173,545		173,545	11.01%	7.953%	(931)	0.00%
UPLAND	78,376		78,376	4.97%	3.592%	(763)	-0.02%
UNINCORPORATED URBAN	43,106	(6)	43,106	2.74%	1.975%	2,766	0.19%
UNINCORPORATED RURAL	1,782	(7)	1,782	0.11%	0.082%	(393)	-0.02%
TOTAL WEST VALLEY			899,066	57.06%	41.203%	2,803	0.49%
EAST VALLEY							
COLTON	53,154		53,154	3.37%	2.436%	(463)	-0.01%
GRAND TERRACE	12,814		12,814	0.81%	0.587%	(228)	-0.01%
HIGHLAND	55,984		55,984	3.55%	2.566%	(562)	-0.02%
LOMA LINDA	25,228		25,228	1.60%	1.156%	(121)	0.00%
REDLANDS	71,972		71,972	4.57%	3.298%	(613)	-0.01%
RIALTO	102,985		102,985	6.54%	4.720%	(969)	-0.03%
SAN BERNARDINO	223,230		223,230	14.17%	10.230%	2,390	0.23%
YUCAIPA	53,991		53,991	3.43%	2.474%	(503)	-0.01%
UNINCORPORATED URBAN	76,226	(6)	76,226	4.84%	3.493%	(4,104)	-0.23%
UNINCORPORATED RURAL	1,134	(7)	1,134	0.07%	0.052%	(6,326)	-0.40%
TOTAL EAST VALLEY			676,718	42.94%	31.013%	(11,499)	-0.49%
TOTAL VALLEY			1,575,784	100.00%	72.216%	(8,696)	-0.21%
MOUNTAINS							
BIG BEAR LAKE	4,914		4,914	9.85%	0.225%	(127)	-0.05%
UNINCORPORATED URBAN	36,111	(6) (3)	36,111	72.39%	1.655%	(411)	0.63%
UNINCORPORATED RURAL	8,862	(7) (3)	8,862	17.76%	0.406%	(472)	-0.57%
TOTAL MOUNTAINS			49,887	100.00%	2.286%	(1,010)	-0.04%
NORTH DESERT							
BARSTOW	24,918		24,918	42.74%	1.142%	(284)	-2.62%
UNINCORPORATED URBAN	22,896	(6)	22,896	39.27%	1.049%	692	-0.69%
UNINCORPORATED RURAL	10,494	(7)	10,494	18.00%	0.481%	2,329	3.30%
TOTAL NORTH DESERT			58,308	100.00%	2.672%	2,737	0.13%

MEASURE I 2023 POPULATION SUMMARY
PREPARED BY SAN BERNARDINO COUNTY PLANNING

Attachment B

PLANNING REGION	(1) DOF/CO 2023	(2) ADJUSTMENT	2023 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2022	%SUBAREA CHANGE FROM 2022
COLORADO RIVER							
NEEDLES (RURAL)	4,756		4,756	68.67%	0.218%	(120)	-2.30%
UNINCORPORATED URBAN	0	(6)	0	0.00%	0.000%	0	0.00%
UNINCORPORATED RURAL	2,170	(7)	2,170	31.33%	0.099%	175	2.30%
TOTAL COLORADO RIVER			6,926	100.00%	0.317%	55	0.00%
MORONGO BASIN							
TWENTYNINE PALMS	25,929	(4)	25,929	35.93%	1.188%	(1,756)	-2.62%
YUCCA VALLEY	21,635		21,635	29.98%	0.991%	(178)	-0.39%
UNINCORPORATED URBAN	7,773	(6)	7,773	10.77%	0.356%	538	0.70%
UNINCORPORATED RURAL	16,829	(7)	16,829	23.32%	0.771%	1,740	2.31%
TOTAL MORONGO BASIN			72,166	100.00%	3.307%	344	0.02%
VICTOR VALLEY							
ADELANTO	36,656	(5)	36,656	8.75%	1.680%	299	0.05%
APPLE VALLEY	74,996	(5)	74,996	17.90%	3.437%	(632)	-0.19%
HESPERIA	100,041	(5)	100,041	23.88%	4.585%	(283)	-0.12%
VICTORVILLE	137,193	(5)	137,193	32.74%	6.287%	632	0.08%
UNINCORPORATED URBAN	37,035	(6) (5) (3)	37,035	8.84%	1.697%	(2,060)	-0.51%
UNINCORPORATED RURAL	33,064	(7) (5) (3)	33,064	7.89%	1.515%	3,005	0.70%
TOTAL VICTOR VALLEY			418,985	100.00%	19.201%	961	0.09%
TOTAL DESERT			556,385			4,097	
TOTAL MOUNTAIN/DESERT			606,272		27.784%	3,087	0.21%
SUMMARY:							
TOTAL INCORPORATED	1,884,574		1,884,574		86.367%	(3,088)	0.08%
TOTAL UNINCORPORATED	297,482		297,482		13.633%	(2,521)	-0.08%
TOTAL COUNTY	2,182,056		2,182,056		100.000%	(5,609)	0.00%
(1) - CITY FIGURES FROM DOF JANUARY 1, 2023 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL. (2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I. (3) - THE WRIGHTWOOD COMMUNITY AND AREAS NORTH OF LONE PINE CANYON ROAD WERE EXCLUDED FROM THE MOUNTAIN AREA AND INCLUDED IN THE VICTOR VALLEY AS SPECIFIED IN MEASURE I. (4) - THE POPULATED PORTIONS OF THE TWENTYNINE PALMS MARINE BASE HAVE BEEN ANNEXED BY THE CITY OF TWENTYNINE PALMS. (5) - WITH THE CLOSING OF GEORGE AIR FORCE BASE, THERE IS NO LONGER AN ALLOCATION OF POPULATION TO THE CITIES IN THE VICTOR VALLEY. (6) - UNINCORPORATED URBAN FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND CALTRANS URBAN AREA BOUNDARIES. (7) - UNINCORPORATED RURAL FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND BASED ON AREAS OUTSIDE THE CALTRANS URBAN AREA BOUNDARIES.							

Attachment: Attachment B - 2023 Population Estimates (9755 : Measure I 2023 Population Estimates)

MEASURE I 2022 POPULATION SUMMARY
PREPARED BY SAN BERNARDINO COUNTY PLANNING

Attachment C

PLANNING REGION	(1) DOF/CO 2022	(2) ADJUSTMENT	2022 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2021	%SUBAREA CHANGE FROM 2021
WEST VALLEY							
CHINO	91,998		91,998	5.81%	4.205%	3,814	0.21%
CHINO HILLS	77,964		77,964	4.92%	3.564%	(4,697)	-0.32%
FONTANA	212,809		212,809	13.43%	9.728%	(1,135)	-0.13%
MONTCLAIR	37,846		37,846	2.39%	1.730%	(1,752)	-0.12%
ONTARIO	179,516		179,516	11.33%	8.206%	(2,488)	-0.21%
RANCHO CUCAMONGA	174,476		174,476	11.01%	7.975%	(655)	-0.09%
UPLAND	79,139		79,139	4.99%	3.618%	626	0.02%
UNINCORPORATED URBAN	40,340	(6)	40,340	2.55%	1.844%	(3,698)	-0.25%
UNINCORPORATED RURAL	2,175	(7)	2,175	0.14%	0.099%	354	0.02%
TOTAL WEST VALLEY			896,263	56.57%	40.969%	(9,631)	-0.87%
EAST VALLEY							
COLTON	53,617		53,617	3.38%	2.451%	(581)	-0.05%
GRAND TERRACE	13,042		13,042	0.82%	0.596%	643	0.04%
HIGHLAND	56,546		56,546	3.57%	2.585%	1,486	0.08%
LOMA LINDA	25,349		25,349	1.60%	1.159%	454	0.02%
REDLANDS	72,585		72,585	4.58%	3.318%	1,431	0.07%
RIALTO	103,954		103,954	6.56%	4.752%	1,387	0.06%
SAN BERNARDINO	220,840		220,840	13.94%	10.095%	4,549	0.22%
YUCAIPA	54,494		54,494	3.44%	2.491%	(1,140)	-0.09%
UNINCORPORATED URBAN	80,330	(6)	80,330	5.07%	3.672%	2,456	0.13%
UNINCORPORATED RURAL	7,460	(7)	7,460	0.47%	0.341%	6,301	0.40%
TOTAL EAST VALLEY			688,217	43.43%	31.459%	16,986	0.87%
TOTAL VALLEY			1,584,480	100.00%	72.428%	7,355	-0.05%
MOUNTAINS							
BIG BEAR LAKE	5,041		5,041	9.90%	0.230%	(148)	-0.24%
UNINCORPORATED URBAN	36,522	(6) (3)	36,522	71.76%	1.669%	(369)	-0.39%
UNINCORPORATED RURAL	9,334	(7) (3)	9,334	18.34%	0.427%	281	0.63%
TOTAL MOUNTAINS			50,897	100.00%	2.327%	(236)	-0.02%
NORTH DESERT							
BARSTOW	25,202		25,202	45.35%	1.152%	997	3.85%
UNINCORPORATED URBAN	22,204	(6)	22,204	39.96%	1.015%	(1,186)	-0.15%
UNINCORPORATED RURAL	8,165	(7)	8,165	14.69%	0.373%	(2,557)	-3.69%
TOTAL NORTH DESERT			55,571	100.00%	2.540%	(2,746)	-0.14%

Attachment: Attachment C - 2022 Population Estimates (9755 : Measure I 2023 Population Estimates)

MEASURE I 2022 POPULATION SUMMARY
PREPARED BY SAN BERNARDINO COUNTY PLANNING

Attachment C

PLANNING REGION	(1) DOF/CO 2022	(2) ADJUSTMENT	2022 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2021	%SUBAREA CHANGE FROM 2021
COLORADO RIVER							
NEEDLES (RURAL)	4,876		4,876	70.96%	0.223%	(477)	0.25%
UNINCORPORATED URBAN	0	(6)	0	0.00%	0.000%	0	0.00%
UNINCORPORATED RURAL	1,995	(7)	1,995	29.04%	0.091%	(221)	-0.25%
TOTAL COLORADO RIVER			6,871	100.00%	0.314%	(698)	-0.03%
MORONGO BASIN							
TWENTYNINE PALMS	27,685	(4)	27,685	38.55%	1.266%	(2,282)	-0.15%
YUCCA VALLEY	21,813		21,813	30.37%	0.997%	(517)	1.53%
UNINCORPORATED URBAN	7,235	(6)	7,235	10.07%	0.331%	(706)	-0.18%
UNINCORPORATED RURAL	15,089	(7)	15,089	21.01%	0.690%	(2,104)	-1.20%
TOTAL MORONGO BASIN			71,822	100.00%	3.283%	(5,609)	-0.28%
VICTOR VALLEY							
ADELANTO	36,357	(5)	36,357	8.70%	1.662%	1,210	0.00%
APPLE VALLEY	75,628	(5)	75,628	18.09%	3.457%	1,278	-0.30%
HESPERIA	100,324	(5)	100,324	24.00%	4.586%	4,271	0.24%
VICTORVILLE	136,561	(5)	136,561	32.67%	6.242%	9,391	1.22%
UNINCORPORATED URBAN	39,095	(6) (5) (3)	39,095	9.35%	1.787%	1,260	-0.01%
UNINCORPORATED RURAL	30,059	(7) (5) (3)	30,059	7.19%	1.374%	(3,720)	-1.16%
TOTAL VICTOR VALLEY			418,024	100.00%	19.108%	13,690	0.53%
TOTAL DESERT			552,288			4,637	
TOTAL MOUNTAIN/DESERT			603,185		27.572%	4,401	0.05%
SUMMARY:							
TOTAL INCORPORATED	1,887,662		1,887,662		86.287%	15,665	0.25%
TOTAL UNINCORPORATED	300,003		300,003		13.713%	(3,909)	-0.25%
TOTAL COUNTY	2,187,665		2,187,665		100.000%	11,756	0.00%
(1) - CITY FIGURES FROM DOF JANUARY 1, 2022 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL. (2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I. (3) - THE WRIGHTWOOD COMMUNITY AND AREAS NORTH OF LONE PINE CANYON ROAD WERE EXCLUDED FROM THE MOUNTAIN AREA AND INCLUDED IN THE VICTOR VALLEY AS SPECIFIED IN MEASURE I. (4) - THE POPULATED PORTIONS OF THE TWENTYNINE PALMS MARINE BASE HAVE BEEN ANNEXED BY THE CITY OF TWENTYNINE PALMS. (5) - WITH THE CLOSING OF GEORGE AIR FORCE BASE, THERE IS NO LONGER AN ALLOCATION OF POPULATION TO THE CITIES IN THE VICTOR VALLEY. (6) - UNINCORPORATED URBAN FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND CALTRANS URBAN AREA BOUNDARIES. (7) - UNINCORPORATED RURAL FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND BASED ON AREAS OUTSIDE THE CALTRANS URBAN AREA BOUNDARIES.							

Attachment: Attachment C - 2022 Population Estimates (9755 : Measure I 2023 Population Estimates)

Minute Action

AGENDA ITEM: 32

Date: July 5, 2023

Subject:

Term Loan Agreement for Interstate 215/University Parkway Interchange with the City of San Bernardino

Recommendation:

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

Approve Contract No. 23-1003001, a term loan agreement in an amount not-to-exceed \$864,908 with the City of San Bernardino (City) for the Interstate 215/University Parkway Interchange Project, which contains a provision that a \$2,750 loan fee for Lender's additional costs of administering the Term Loan will be paid by the City upon execution of the agreement, subject to final approval by the City of San Bernardino City Council.

Background:

Cooperative Agreement No. 19-1002205 (Contract) between the City of San Bernardino (City) and the San Bernardino County Transportation Authority (SBCTA) sets forth funding and other obligations of the City and SBCTA for the Preliminary Approval and Environmental Document (PA&ED); Plans, Specifications, and Estimates (PS&E); Right-of-Way (ROW); and Construction (CON) Phases for the Interstate 215 (I-215) University Parkway Interchange Project (Project) in the City. The current estimated cost of the Project is \$23,212,710, of which \$3,241,418 is the City Development Impact Fee (DIF) share. This DIF share exceeds the current Contract amount by \$864,908, and the City has requested a term loan agreement, in accordance with Policy No. 40005/VFI-23, to fund this increase.

Per Policy No. 40005/VFI-23, jurisdictions may borrow up to two-thirds of the DIF share from their share of Valley Major Street Projects Program/Arterial Sub-Program (Arterial Program) funds or Local Street Projects Program funds. The City is only requesting the increased DIF share of \$864,908 and has already contributed DIF funds in excess of the required one-third deposit. Upon approval of Agreement No. 23-1003001, SBCTA will start making draws from the City's Arterial Program funds in an amount equal to the amount that would otherwise be invoiced to the City, up to the loan amount.

There will also be a \$2,750 loan fee assessed for processing this new agreement. The loan follows the established Development Mitigation Fair Share Loans and Loan Repayment Program under Valley Freeway Interchange Program Measure I Strategic Plan Policy No. 40005/VFI-23.2 and loan template approved by the SBCTA Board of Directors on July 7, 2014, as updated for current references.

On an annual basis, the City shall transfer to SBCTA all Uncommitted DIF collected in the prior Fiscal Year until the Loan Amount is paid in full. The total of Committed DIF as identified in Exhibit B is \$34,832,975. The City anticipates repayment of this loan within the ten years specified in the loan agreement. As the loan payments are made, a like amount of Arterial Program funds will become available for other eligible uses by the City.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 2

In accordance with the term loan agreement and Policy No. 40005/VFI-23.2.f, if the City has not repaid the Arterial Program funds by the end of the 10-year term, the term will need to be renegotiated and the City would need to continue to repay the loan until it is retired. If it becomes clear that the full repayment will not occur by the end of Measure I 2010-2040 due to lack of development, the remainder of the loan obligation would need to be fulfilled using the City's Measure I Local Street Projects Program funds, or some other City fund, since interchange-related expenditures are not an eligible use of Arterial Program funds. Reassignment of the payback funds would be part of the renegotiated loan agreement.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and recommended for approval (13-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 15, 2023. SBCTA General Counsel and Risk Management have reviewed this item and the draft agreement.

Responsible Staff:

Marc Lucius, Management Analyst II

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

General Contract Information

Contract No: 23-1003001 Amendment No.: _____
 Contract Class: Receivable Department: Fund Administration
 Customer ID: SB CI Customer Name: City of San Bernardino
 Description: Term Loan Agreement for Interstate 215/University Parkway IC

List Any Accounts Payable Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	867,658.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment				Current Amendment		\$	-
Total/Revised Contract Value		\$	867,658.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	867,658.00

Contract Authorization

Board of Directors Date: 07/05/2023 Board Item # 9750

Contract Management (Internal Purposes Only)

Local Funding Agreement

Accounts Receivable

Total Contract Funding:	\$	867,658.00	Funding Agreement No:	23-1003001		
Beginning POP Date:	07/05/2023	Ending POP Date:	08/03/2037	Final Billing Date:	10/02/2037	
Expiration Date:	12/31/2037	Fund Admin:	Yes			
Parent Contract		PM Description	Term Loan Agreement for Interstate 215/University Parkway IC			
Z-Related Contracts	23-1003001					
	Sub-		Sub-			
	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL:	6010	40	0830	0853	42421014	864,908.00
GL:	1095	00	0000	0950	42421014	2,750.00
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
	Sub-		Sub-			
	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-

Marc Lucius

Project Manager (Print Name)

Andrea Zureick

Task Manager (Print Name)

Additional Notes: Loan fee included in Total Contract Value. Interchange term loan agreement for Contract 19-1002205 between fund 4131 and 6010 with city to reimburse 4131 with DIF as collected.

Attachment: 23-1003001 CSS (9750 : Term Loan Agreement for Interstate 215/University Parkway IC with the City of San Bernardino)

MEASURE I VALLEY FREEWAY INTERCHANGE PROGRAM

TERM LOAN AGREEMENT

(Policy 40005 VFI 23-2)

(CITY OF SAN BERNARDINO INTERCHANGE AT UNIVERSITY PARKWAY AND INTERSTATE 215 PROJECT)

This Term Loan Agreement, nominally dated July 5, 2023, is entered into on the Effective Date by and between the City of San Bernardino, a California municipal corporation (Borrower) and the San Bernardino County Transportation Authority (Lender). Borrower and Lender may, from time to time in this Agreement, be referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. On December 5, 2012, Lender’s Board of Directors established a Development Mitigation Fair Share Loans and Loan Repayment program under Valley Freeway Interchange Program Measure I Strategic Plan Policy 40005, sub-policy VFI-23.
- B. On November 19, 2015, Borrower and Lender entered into Contract No.16-1001335 setting forth the funding and other obligations of Borrower and Lender for the PA/ED, PS&E, and ROW phases of the Interchange at University Parkway and Interstate 215 Project in the City of San Bernardino.
- C. On June 29, 2018, Contract No. 16-1001335 was terminated according to Section 1, Parties and Term, Article A of Contract No. 16-1001335.
- D. On July 23, 2019, Borrower and Lender entered in Contract No. 19-1002205 which assumed the terms and conditions of Contract No. 16-1001335 in addition to including the Construction Phase to the Contract and increasing Project Costs accordingly.
- E. On June 9, 2022, Contract No. 19-1002205 Amendment 1 was adopted by SBCTA’s Board of Directors increasing total Projects Costs from \$15,327,916 to \$17,837,016.
- F. On July 5, 2023, Contract No. 19-1002205 Amendment 2 was adopted by SBCTA’s Board of Directors increasing total Projects Costs from \$17,837,016 to \$23,212,710.
- G. Under Contract No. 19-1002205 Amendment 2, Borrower is obligated to fund its Local Share of estimated Project Costs (defined below) in an amount not to exceed \$3,241,418.

H. Borrower has requested that Lender loan Borrower two-thirds of its estimated Local Share of Project Costs (under the terms of sub-policy VFI-23-2) in an amount not to exceed \$864,908.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is acknowledged by the Parties to this Agreement, it is agreed as follows:

ARTICLE ONE--DEFINITIONS

The following terms used in this Agreement shall have the meanings set out below and these definitions shall be applicable to both the singular and plural forms of the defined terms:

Agreement means this Term Loan Agreement, nominally dated July 5, 2023, entered into between Borrower and Lender, as it may be amended from time to time.

Agreement Termination Date means the date as described in Section 3.9.

Borrower means the City of San Bernardino, a California city and municipal corporation.

Collateral means Borrower's Uncommitted Development Impact Fees, Valley Major Street Program – Arterial Sub-Program Funds, and Borrower's Local Street Program Pass-Through Funds up to the Loan Amount, as more fully described in Exhibit "A". Borrower's Local Street Program Pass-Through Funds in excess of the Loan Amount are not Collateral.

Contract No. 19-1002205 means the Contract between the City of San Bernardino and the San Bernardino County Transportation Authority for the Preliminary Engineering and Environmental Document, Plans Specifications and Estimate, Right-of-Way, and Construction of the Interchange at University Parkway and Interstate 215 Project as amended.

Cost Buy-Down for Project means Federal, State or other funds, besides Local Share and Public Share funds, which buy down the Project Costs pursuant to Valley Freeway Interchange Policy 40001 IV. I. 1, after which the Local Share and Public Share are applied.

Development Impact Fees or DIF means the revenues generated by Borrower's locally-adopted development financing mechanism to mitigate development's impacts on transportation by making fair share contributions for transportation facilities needed as result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources.

Development Mitigation Annual Report means the annual report prepared by local jurisdictions in the urbanized areas of San Bernardino County as part of the SBCfA Development Mitigation Program that provides information on what development has

occurred, the amount of development mitigation revenue collected and the amount of development mitigation revenue expended on projects contained in the Nexus Study.

Draw means an advance made by Lender from Borrower's Measure I Valley Major Street Program – Arterial Sub-Program Funds in order to pay for Borrower's Local Share of Project Costs as part of the Loan Amount.

Effective Date means the date this Agreement is executed by Lender.

Lender means the San Bernardino County Transportation Authority.

Lien means any voluntary or involuntary security interest, mortgage, pledge, claim, charge, encumbrance, intra-fund borrowing commitment, covering all or any part of the Collateral.

Loan Amount means the total amount of all Draws outstanding and unpaid by Borrower, up to an amount not to exceed \$864,908.

Loan Due Date means the last day of the tenth (10th) year subsequent to the issuance of the Notice of Completion for the Project.

Loan Fee means Two-Thousand Seven Hundred Fifty Dollars (\$2,750) payable by Borrower to Lender for Lender's additional costs of administering the Term Loan.

Local Share means the sum of: (1) Project Costs minus Cost Buy-Down for Project, times the development contribution percentage set forth in the SBCTA Nexus Study of fifteen and eight-tenths percent (15.8%); plus (2) one-hundred percent (100%) of SBCTA management and oversight costs for the Project. The Local Share is estimated to be \$3,331,478.

Local Share Project Cost Deposit means one-third of the Local Share for the Project Cost, less credit for previous deposits of five hundred eighty-nine thousand fifty-one dollars (\$589,051), leaving a balance due of zero dollars (\$0.00). The funding source for the Local Share Project Cost Deposit is Development Impact Fees.

Local Street Program Pass-Through Funds means the Measure I program in all subareas that provides funds through a pass-through mechanism directly to local jurisdictions for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities including local streets, major highways, state highway improvements, freeway interchanges, transit, and other improvements/programs to maximize use of transportation facilities.

Measure I means the one-half of one percent ($\frac{1}{2}\%$) retail transactions and use tax statutorily dedicated to transportation planning, design, construction, operation and maintenance only, in San Bernardino County as authorized by the San Bernardino County voters' passage of Ordinance 89-01 in 1989 and reauthorized by the San Bernardino County voters' passage of Ordinance 04-01 in 2004.

Nexus Study means that study approved by the SBCTA Board on July 6, 2022, and updated every two years, which sets forth the Local Share percentages for transportation improvements based on the estimates of Project Costs and the growth data provided by local jurisdictions.

Person means a natural person or a corporation, government entity or subdivision, agency, trust, estate, partnership, cooperative or association.

Phase Costs means the estimated cost of the Project Phase.

Project means the Interchange at University Parkway and Interstate 215 Project in the City of San Bernardino, as more fully described in Contract No. 19-1002205, as amended.

Project Costs means the total cost of the Project, which is estimated to be \$23,212,710.

Project Phase means the Preliminary Engineering and Environmental Document, Plans, Specifications and Estimate work, Right-of-Way work, or Construction work for the Project.

Public Share means the share of Project Costs assigned as SBCTA's contribution calculated as the Project Costs minus the Cost Buy-Down Funds and minus the Local Share for the Project.

SBCTA means the San Bernardino County Transportation Authority.

Term Loan means Lender's lending of money to Borrower under the terms of this Agreement from the defined source of funds and for the defined purposes as more specifically described in Article Two.

Uncommitted Development Impact Fees means those Development Impact Fees received by or to be received by Borrower during the term of this Agreement that, as of the Effective Date, Borrower has not previously committed to expend on the transportation projects listed in Exhibit "B".

Valley Freeway Interchange Policy means the Valley Freeway Interchange (VFI) Program Measure I 2010-2040 Strategic Plan set forth in Policy 40005 adopted by the SBCTA Board April 1, 2009, as revised December 5, 2012, February 5, 2014, December 7, 2016, and January 4, 2017.

Valley Major Street Program – Arterial Sub-Program means the Measure I program in the Valley subarea that provides funds through an equitable share reimbursement mechanism directly to local jurisdictions for expenditures incurred for components of any arterial project listed within the first two years of their current Capital Project Needs Analysis. For the purposes of this Agreement the Project must be included in the Capital Project Needs Analysis. Amount of Valley Major Street Program – Arterial Sub-Program funds available are determined by equitable share allocation amounts to individual local

jurisdictions each fiscal year with a cumulative fund balance carried forward equal to the amount for which the local jurisdiction has not sought reimbursement.

ARTICLE TWO—TERM LOAN

2.1 Term Loan. On the terms and conditions set forth herein, Lender hereby agrees to lend the Loan Amount to Borrower for the purpose of assisting Borrower in satisfying its obligation to pay its Local Share of Project Costs. On or before the Agreement Termination Date (unless extended in accordance with Subarticle 3.7), Borrower promises to pay Lender the principal sum of the Loan Amount.

2.2 Term Loan Draws. As the Project moves forward, SBCTA shall send an invoice to Borrower, not more frequently than monthly, invoicing Borrower for Borrower's Local Share of Project Costs incurred to date. Borrower shall pay invoices up to the Local Share Project Cost Deposit. After the Local Share Project Cost Deposit has been fully paid to Lender, Lender shall make a Draw in an amount equal to the invoiced amount. In the event an invoice exceeds the remaining Local Share Project Cost Deposit, Lender shall make a Draw for the difference between the invoiced amount and the balance of the Local Share Project Cost Deposit. Each Draw shall become principal on the Loan Amount, and the Valley Major Street Program – Arterial Sub-Program funds available to the Borrower shall be reduced by the amount of the Draw. The total of all Draws shall not exceed the Loan Amount.

2.3 Source of Loan Draws. The sole source of any Draws shall be Borrower's Valley Major Street Program – Arterial Sub-Program funds.

2.4 Use of Proceeds. Measure I strictly limits the recipients of, the projects eligible for, and the uses of Measure I proceeds, including Valley Major Street Program – Arterial Sub-Program and Local Street Program Pass-Through Funds. Borrower understands and agrees that Draws shall be credited toward Borrower's account with SBCTA for payment of Borrower's Local Share of Project Costs, and Draws shall not be paid directly to Borrower, Borrower's creditors, assigns, or any Person, and shall not be used for any purpose not authorized by Measure I.

ARTICLE THREE—GENERAL CREDIT PROVISIONS

3.1 Conditions Precedent. As conditions precedent to Lender making the Term Loan to Borrower, Borrower shall:

3.1.1 Pay Lender the Loan Fee upon Borrower's execution of this Agreement; and

3.1.2 Intentionally omitted.

3.1.3 Deliver to Lender a certified copy of a Resolution of Borrower's legislative body authorizing execution of this Agreement by Borrower's duly authorized representative and approving this Agreement.

3.2 Records of Draws. Draws shall be evidenced by entries in accounting records maintained by Lender.

3.3 Collateral. Borrower shall grant Lender a first priority Lien in the Collateral, as more fully described in Exhibit "A". Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its Lien in the Collateral.

3.4 Repayment of Loan Amount.

3.4.1 Borrower shall repay the Loan Amount to Lender by the following means: Not later than September 30 of each year after the first Draw has been made by Lender, Borrower shall transfer to Lender all Uncommitted Development Impact Fees collected by Borrower in the prior Fiscal Year until the Loan Amount is paid in full.

3.4.2 Borrower shall commence repayment of the Loan Amount on the earlier of the date Borrower receives Uncommitted Development Impact Fees or the date SBCTA issues a Notice of Completion of the Project.

3.4.3 All payments of the Loan Amount received by Lender shall be entered in SBCTA's records as a reduction of the Loan Amount.

3.5 Release of Valley Major Street Program – Arterial Sub-Program. Within thirty (30) calendar days after Lender's receipt of a Term Loan payment from Borrower, Lender shall release to Borrower Valley Major Street Program – Arterial Sub-Program Funds that have been withheld as a Draw under Subarticle 2.2 in an amount equal to Borrower's Term Loan payment.

3.6 Loan Due Date. The remaining balance of the Loan Amount shall be due and payable upon the Loan Due Date.

3.7 Loan Extension. If the Loan Amount is unpaid ninety (90) calendar days prior to the Loan Due Date and Borrower is not in breach of this Agreement, Borrower and Lender shall negotiate in good faith an extension of the Loan Due Date as is necessary to enable Borrower to repay the Loan Amount from Uncommitted Development Impact Fees.

3.8 Expiration of Measure I. If the Loan Amount is not paid in full as of two years before the expiration of Measure I due to insufficient Uncommitted Development Impact Fees collected by Borrower, Borrower and Lender shall negotiate a Loan repayment plan using Measure I Local Street Program Pass-Through Funds. If the Loan Amount is not paid in full as of the expiration date of Measure I due to insufficient Uncommitted Development Impact Fees collected by Borrower, Borrower's obligations to make any further Term Loan

payments shall cease, this Agreement shall terminate, Lender shall release its security interest in the Collateral and Lender shall have no further obligation to pay Borrower its Measure I Local Street Program Pass-Through Funds.

3.9 Agreement Termination. This Agreement shall terminate upon the earliest to occur of 1) repayment in full of the Term Loan; 2) termination of the Agreement pursuant to Section 7.2; or 3) the expiration of Measure I.

ARTICLE FOUR—REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants that as of the Effective Date and the dates of each of the Draws:

4.1 Authorization, Validity and Enforceability. The execution, delivery and performance of this Agreement are within Borrower's powers, have been duly authorized, and are not in conflict with Borrower's charter (if applicable), and this Agreement constitutes a valid and binding obligation of Borrower, enforceable in accordance with its terms.

4.2 Compliance with Applicable Laws. Borrower has complied with its charter (if applicable), all laws, ordinances, and other governmental regulations now or later in force and effect in entering into this Agreement.

4.3 No Conflict. The execution, delivery, and performance by Borrower of the terms of this Agreement are not in conflict with any law, rule, regulation, order or directive, or any indenture, agreement, or undertaking to which Borrower is a party or by which Borrower may be bound or affected.

4.4 No Litigation, Claims or Proceedings. There is no litigation, claim, proceeding or dispute pending, or to the knowledge of Borrower, threatened against or affecting the Collateral or Borrower's ability to enter into this Agreement, except as disclosed in writing to Lender prior to the Effective Date.

4.5 Correctness of Financial Statements. Borrower's Comprehensive Annual Financial Report for Fiscal Year 2021/2022 which has been delivered to Lender fairly and accurately reflects Borrower's financial condition as of June 30, 2022, and since that date, there has been no material adverse change in Borrower's financial condition.

4.6 DIF Committed Projects list. Borrower represents and warrants to Lender that the DIF Committed Projects, attached to this Agreement as Exhibit "B", is a true, correct and complete listing of the projects for which Borrower has previously committed to expend Development Impact Fees, and of the DIF amounts committed to those projects as of the Effective Date of this Agreement.

4.7 Reaffirmation of Representations. Each Draw accepted by Borrower shall be deemed a confirmation by Borrower that all representations and warranties contained herein or otherwise made by Borrower to Lender are then accurate in all material respects as though made on the date of such Draw.

4.8 Continuing disclosure. The Borrower shall notify the Lender of potential bankruptcies, changes in general fund balances or revenues greater than 20% from the prior year, operational changes that impact the Borrower's budget by greater than 20% and any new debt issuances.

4.9 Title to Collateral. Except as disclosed to Lender pursuant to this Agreement, Borrower has good and clear title to the Collateral, and the Collateral is not subject to any Liens.

ARTICLE FIVE—AFFIRMATIVE COVENANTS

During the term of this Agreement and until its performance of all obligations to Lender, Borrower promises and will:

5.1 Notice to Lender. Promptly give notice to Lender of:

5.1.1 Any litigation or threatened litigation or administrative or regulatory proceeding arising out of or related to this Agreement;

5.1.2 Any Event of Default; and

5.1.3 Receipt of Uncommitted Development Impact Fees, including the sources and amounts of the Uncommitted Development Impact Fees received.

5.2 Borrower grants Lender a first position security interest in the Collateral. Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its first position security interest in the Collateral.

5.3 Records. Maintain adequate books, papers, records, accounting records, files, reports, and all other material relating to the Project and the Development Impact Fees. Borrower shall, upon request, make all such materials available to Lender or its designee at any reasonable time during the term of the Contract and for four (4) years from the Agreement Termination Date for auditing, inspection, and copying.

5.4 Five-Year Measure I Capital Project Needs Analysis Disclosure. Include in its Five-Year Measure I Capital Project Needs Analysis the amount of this Loan, the use of the Loan funds and the Borrower's plan for repayment of the Loan.

5.5 Five-Year Measure I CIP Disclosure. Include in its Five-Year Measure I Capital Improvement Plan the amount of this Loan, the use of the Loan funds, and Borrower's plan for repayment of the Loan.

5.6 General Credit Provisions. Comply with and perform all of Borrower's payment and other obligations under Article Two - Term Loan, and Article Three - General Credit Provisions.

5.7 Compliance with Laws. Comply with all laws, rules, regulations, orders or directives of any governmental or regulatory authority and with all material agreements to which Borrower is a party, that relate to or impact Borrower's performance under this Agreement.

ARTICLE SIX—NEGATIVE COVENANTS

During the term of this Agreement and until the performance of all obligations to Lender, Borrower will not, without prior written consent of Lender:

6.1 Liens. Create, incur, assume or permit to exist any Lien, or grant any other Person or entity a pledge, in any of the Collateral, except Liens in favor of Lender pursuant to Subarticle 3.3.

6.2 Transfer of Collateral. Borrower covenants not to directly or indirectly assign, transfer, pledge, convey, hypothecate or encumber the Collateral in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Agreement.

6.3 Non-Assignment of Agreement. Borrower shall not assign this Agreement in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Agreement. Subject to the foregoing, the provisions of this Agreement shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE SEVEN—EVENTS OF DEFAULT

7.1 Event of Default.

An event of default is any breach or default of any covenant, representation or warranty of this Agreement which can be cured by the payment of money and which either Party does not cure within a fifteen (15) calendar day period commencing on the date when such amount was due and payable ("Monetary Event of Default"); or any other breach or default ("Non-Monetary Event of Default") by either Party of any covenant, representation or warranty of this Agreement which is not a Monetary Event of Default or which is not defined in this section and which the defaulting Party does not cure within a thirty (30) calendar day period commencing on the date of the occurrence of the breach or default (the "Applicable Cure Period"), or in the event such Event of Default cannot reasonably be

cured within such time, which the defaulting Party does not commence to cure within the Applicable Cure Period and thereafter diligently and continuously proceed with such cure to completion and complete the same within a period determined to be reasonable by the non-defaulting Party.

7.2 Remedies. Upon the occurrence of any uncured Event of Default, the following shall apply:

7.2.1 At Lender's sole discretion, Lender may take any or all of the following actions:

7.2.1.1 cease making further Draws;

7.2.1.2 at Lender's sole discretion withhold Valley Major Street Program – Arterial Sub-Program Funds or Local Street Program Pass-Through Funds equivalent to the Loan Amount outstanding at the time of Default;

7.2.1.3 terminate this Agreement, without further notice to Borrower;

7.2.1.4 pursue proceedings at law or equity to recover the Collateral or to otherwise enforce the terms of this Agreement against Borrower;

7.2.1.5 disqualify Borrower from further participation in SBCTA's Development Mitigation Fair Share Loans and Loan Repayment program under Valley Freeway Interchange Program Measure I Strategic Plan Policy 40005, sub-policy VFI-23.1;

7.2.1.6 exercise any and all rights and remedies available at law or equity.

7.2.2 At Borrower's sole discretion, Borrower may take any or all of the following actions:

7.2.2.1 terminate this Agreement, without further notice to Lender;

7.2.2.2 pursue proceedings at law or equity to enforce the terms of this Agreement against Lender.

7.2.3 In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

ARTICLE EIGHT—GENERAL PROVISIONS

8.1 Notices. Any notice given by any Party to this Agreement shall be in writing and personally deliver, deposited in the United States mail, postage prepaid, or sent by facsimile transmission, and addressed as follows:

To: Borrower

City of San Bernardino
Attention: City Manager
290 North D Street
San Bernardino, CA 92401
Fax No.: (909) 384-5138

To: Lender

SBCTA
Attention: Executive Director
1170 W. Third Street
San Bernardino, CA 92410
Fax No.: (909) 885-4407

Each Party may change the address to which notices, requests and other communications are to be sent by giving written notice of such change to each other Party.

8.2. No Waiver. Any waiver, permit, consent or approval by a Party of any Event of Default or breach of any provision, representation, warranty or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach or default shall be deemed a waiver of any later breach or default of the same or any other provision of this Agreement. Any failure or delay on the part of a Party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

8.3 Rights Cumulative. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any other rights or remedies available under this Agreement or applicable law.

8.4 Unenforceable Provisions. Any provision of this Agreement which is prohibited or unenforceable, shall be so only as to the extent of such prohibition or unenforceability, but all the remaining provisions of the Agreement shall remain valid and enforceable.

8.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.6 Indemnification. Neither Lender nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by Borrower under or in connection with this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, Borrower shall fully defend, indemnify and save harmless Lender, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be

done by Borrower under or in connection with any work, authority or jurisdiction delegated to Borrower under this Agreement.

8.7 Reimbursement. Borrower shall reimburse Lender for all costs and expenses expended or incurred by Lender in any arbitration, judicial reference, legal action, or otherwise in connection with: (a) collecting any sum which becomes due Lender under this Agreement, or (b) the protection, preservation or enforcement of any rights of Lender under this Agreement.

8.8 Execution in Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute but one agreement.

8.9 Further Assurances. At any time and from time to time upon the request of Lender, Borrower will execute and deliver such further documents and do such other acts as Lender may reasonably request in order to effect fully the purposes of the Agreement and provide for the payment of the Loan and preservation of Lender's security interest in the Collateral.

8.10 Headings. The headings and captions of Articles and subarticles of this Agreement are for the convenience of reference only and shall not constitute a part of the text nor alter or otherwise affect the meaning thereof.

8.11 Construction of Agreement. Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

8.12 Exhibits. Exhibit "A"--Collateral and Exhibit "B"—DIF Committed Projects, are attached to and incorporated into this Agreement by this reference.

8.13 Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement and therefore contains the entire agreement between the Parties and supersedes all prior understandings or agreements, written or oral, concerning the subject matter hereof. All previous proposals, offers, and other communications, written or oral, relative to this Agreement, are superseded except to the extent that they have been incorporated into this Agreement.

8.14 Amendments. This Agreement may be amended only in a writing duly authorized and executed by both Borrower and Lender.

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

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement below.

CITY OF SAN BERNARDINO

**SAN BERNARDINO COUNTY
TRANSPORTATION
AUTHORITY**

By: _____
Helen Tran, Mayor

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Sonia R. Carvalho
City Attorney

Julianna K. Tillquist,
General Counsel

ATTEST

By: _____
Genoveva Rocha, City Clerk

**EXHIBIT “A”—COLLATERAL
COLLATERAL FOR TERM LOAN AGREEMENT NO. 23-1003001**

1. Any and all of the City of San Bernardino Uncommitted Development Impact Fees received by or to be received by the City of San Bernardino, including the proceeds from and interest on such fees and accounts into which such fees are deposited. Uncommitted Development Impact Fees are the revenues generated by City of San Bernardino locally-adopted development financing mechanism to mitigate development’s impacts on transportation by making fair share contributions for transportation facilities needed as result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources, but do not include such revenues generated to pay the development share for the projects identified in Exhibit “B”.
2. Any and all of City of San Bernardino Measure I Local Streets Program Pass-Through Funds up to the amount of eight hundred sixty-four thousand nine hundred eight (\$864,908). Local Streets Program Pass-Through Funds means the San Bernardino County Transportation Authority-administered Measure I program that provides funds through a pass-through mechanism directly to the City of San Bernardino for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities including local streets, major highways, state highway improvements, freeway interchanges, transit, and other improvements/programs to maximize use of transportation facilities.
3. Any and all of City of San Bernardino Measure I Valley Major Street Program – Arterial Sub-Program Funds up to the amount of eight hundred sixty-four thousand nine hundred eight (\$864,908). Valley Major Street Program – Arterial Sub-Program Funds means the San Bernardino County Transportation Authority-administered Measure I program that provides funds through a reimbursement mechanism directly to the City of San Bernardino for expenditure on Nexus Study Arterial projects.

**EXHIBIT “B”—DIF COMMITTED PROJECTS & DIF AMOUNTS
COMMITTED**

ITEM	DIF COMMITTED PROJECT	DIF AMOUNT COMMITTED	STATUS
1	Kendall Slope Stabilization H Street	\$3,074,228.00	Completed
2	Traffic Signal B/U TC-B	\$225,000.00	Construction
3	Traffic Management Center SS 17-003	\$440,000.00	Design
4	9th St Signal Upgrade TC19-005	\$459,301.00	Design
5	Del Rosa Signal Upgrade TC19-006	\$335,000.00	Completed
6	Highland Ave. Interconnection TC19-012	\$300,000.00	Not started
7	Baseline Interconnect TC19-013	\$175,000.00	Not started
8	Highland/Patton Signal TC19-007	\$385,000.00	Completed
9	Mill & K Street Traffic Signal Upgrade	\$35,000.00	Completed
10	Mill & Arrowhead Traffic Signal	\$35,000.00	Completed
11	Waterman Ave. Interconnect	\$67,000.00	Not started
12	Tippecanoe Ave. Interconnect	\$25,000.00	Not started
13	9th Street Interconnect	\$15,000.00	Not started
14	6th Street Interconnect	\$15,000.00	Not started
15	Highland/SB Bi City Bikeway/Walk	\$34,408.00	Not started
16	Hunts Lane & Redlands Blvd. Traffic	\$35,000.00	Not started
17	Mt. Vernon & Rialto Traffic	\$60,000.00	Design
18	Mt. Vernon & Walnut Traffic Signal	\$35,000.00	Design
19	Waterman Ave. & 21st Street Traffic	\$35,000.00	Design
20	Rancho/Rialto Ave Traffic Upgrade	\$60,000.00	Design
21	Waterman/21st Traffic Upgrade	\$25,000.00	Not started
22	Local Roadway Safety Plan TC22-010	\$200,000.00	Completed
23	Mt. Vernon Bridge Replacement	\$7,779,482.00	Planning
24	40th Street Widening - Johnson to Electric	\$4,249,478.00	Design
25	State Street Extension	\$10,374,078.00	Construction
26	2nd Street Bridge Replacement	\$4,105,000.00	Completed
27	H Street Kendall to 40th Widening	\$2,255,000.00	Planning
	TOTAL:	\$34,832,975.00	

Minute Action

AGENDA ITEM: 33

Date: July 5, 2023

Subject:

Bartlett Avenue Widening Funding Agreement No. 23-1002977

Recommendation:

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

- A. Allocate \$1,861,500 in Victor Valley Major Local Highway Program funds to the City of Adelanto for the Bartlett Avenue Widening Project.
- B. Approve Funding Agreement No. 23-1002977 in the amount of \$1,861,500 with the City of Adelanto for the Bartlett Avenue Widening Project.

Background:

The Measure I Expenditure Plan, as part of the Measure I Ordinance No. 04-01, includes contributions to projects along major streets and highways serving as current or future primary routes of travel within the Victor Valley Subarea. In April 2009, the San Bernardino County Transportation Authority Board of Directors adopted the Measure I 2010-2040 Strategic Plan (Plan) to define the policy framework for the delivery of Measure I programs and projects along with developing candidate project lists, which are completed with the assistance from Subarea jurisdiction representatives. The Plan was subsequently updated in September 2017.

The City of Adelanto (City) has requested a funding allocation from the Victor Valley Major Local Highway (VVMLH) Program for their high priority project, the Bartlett Avenue Widening Project (Project). The Project generally consists of roadway widening on Bartlett Avenue from Adelanto Road to Aster Road. This includes grading, pavement grinding, utility adjustment, asphalt concrete paving, signing and striping. The Project is scheduled to start Project Approval and Environmental Documentation (PA&ED) in August 2023 and is expected to begin construction activity in March 2024. The City's request for funding allocation meets the eligibility requirements for the VVMLH Program as defined by the VVMLH Program Measure I 2010-2040 Strategic Plan Policy No. 40013.

While the Project was not identified for funding in the 2021 Update to the 10-Year Delivery Plan, it has since been prioritized by the City and will be updated accordingly for the planned 2023 Update. The estimated cost for the Project is \$5,100,000, of which the Public Share amount is \$1,861,500. The Public Share amount per phase is \$182,500 for Plans, Specifications, and Estimates (PS&E) and \$1,679,000 for Construction. Staff recommends approval of the allocation as sufficient funding capacity exists in the VVMLH Program to support the requested Public Share amount without affecting other committed projects in the Subarea.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 16, 2023. SBCTA General Counsel and Risk Management have reviewed this item and the draft agreement.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 2

Responsible Staff:

Marc Lucius, Management Analyst II

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

San Bernardino County Transportation Authority

Contract No.: 23-1002977 Amendment No.: _____
Contract Class: Payable Department: Fund Administration
Vendor No.: 00085 Vendor Name: City of Adelanto
Description: Bartlett Avenue Widening
List Any Related Contract Nos.: _____

[illegible]

<div> <div>Marc Lucius</div> <div>Project Manager (Print Name)</div> </div>		<div> <div>Andrea Zureick</div> <div>Task Manager (Print Name)</div> </div>	
<div>Additional Notes: Project Accounting Code: 0516.001.249.54840</div>			

PROJECT FUNDING AGREEMENT NO. 23-1002977

FOR

BARTLETT AVENUE WIDENING, ADELANTO ROAD TO ASTER ROAD PROJECT

(CITY OF ADELANTO)

THIS Project Funding Agreement (“AGREEMENT”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”) and the City of Adelanto (“CITY”). SBCTA and CITY are each a “Party” or collectively, “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Victor Valley Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Victor Valley Subarea Major Local Highway Program (“MLHP”) funds; and
- B. The Bartlett Avenue Widening, Adelanto Road to Aster Road Project (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- C. The proposed PROJECT will consist of widening Bartlett Avenue from two to four lanes from Adelanto Road to Aster Road; and
- D. SBCTA prepared a study, referenced herein as the Nexus Study, dated November 2, 2011, updated every two years in accordance with the Measure I 2010-2040 Expenditure Plan, that identified for projects located in CITY the SBCTA Public Share as 36.5% and the CITY Developer Share as 63.5% of costs necessary to complete the project; and
- E. CITY identified a need of \$1,861,500 to complete the PROJECT through Construction; and
- F. The Victor Valley Subarea transportation planning partners have identified this PROJECT as eligible for funding the Planning, Specifications, and Estimate (PS&E) and Construction Phases in an amount up to \$1,861,500 from Measure I 2010-2040 MLHP program funds for the PROJECT; and
- G. PROJECT WORK is defined as the PS&E and Construction Phases of the PROJECT; and
- H. This AGREEMENT is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan including the use of Development Impact Fees by CITY to pay its share of PROJECT costs; and
- I. CITY desires to proceed with the PROJECT WORK in a timely manner; and

- J. This AGREEMENT is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT WORK; and
- K. SBCTA and CITY are entering into this AGREEMENT with the understanding that SBCTA will reimburse CITY for eligible PROJECT WORK expenditures with MLHP funds.

NOW, THEREFORE, the Parties agree to the following:

SECTION I

SBCTA AGREES:

1. To reimburse CITY for the actual cost of the PROJECT WORK up to a maximum of \$1,861,500 in MLHP funds. An estimate of costs for the PROJECT WORK is provided in Attachment B. SBCTA shall have no further responsibilities to provide any funding for PROJECT WORK exceeding this amount without an amendment to this AGREEMENT.
2. To reimburse CITY within 30 days after CITY submits an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT WORK expenditures that were incurred by CITY up to a maximum amount identified in Section I, Paragraph 1 of this AGREEMENT, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SBCTA when planning and conducting additional audits.
4. To assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

CITY AGREES:

1. To be the lead agency for PROJECT WORK and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT WORK as shown in Attachment A.
2. To be responsible for expending that portion of allocated MLHP funds on eligible PROJECT WORK expenses in an amount not to exceed \$1,861,500 in MLHP Funds unless AGREEMENT is amended and approved increasing PROJECT WORK costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2.

Additionally, expenses relative to time spent on the PROJECT WORK by CITY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA's guidelines.

3. To abide by all applicable SBCTA, CITY, State and Federal laws, regulations, policies and procedures pertaining to the PROJECT WORK.
4. To prepare and submit to SBCTA an electronic copy of signed invoices for reimbursement of eligible PROJECT WORK expenses. Invoices may be submitted to SBCTA as frequently as monthly.
5. To maintain all source documents, books and records connected with its performance under this AGREEMENT for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SBCTA or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SBCTA during normal business hours at CITY Hall. Copies will be made and furnished by CITY upon written request by SBCTA.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT WORK elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT WORK costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than one hundred twenty (120) days following the completion of those expenditures funded under this AGREEMENT. The Final Report of Expenditures shall be submitted to SBCTA and must state that these PROJECT WORK funds were used in conformance with this AGREEMENT and for those PROJECT WORK-specific work activities described.
8. To cooperate in having a PROJECT-specific audit completed by SBCTA, at SBCTA's option and expense, upon completion of the PROJECT WORK. The audit must state that all funds expended on the PROJECT WORK were used in conformance with this AGREEMENT.
9. To repay to SBCTA any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and CITY fail to reimburse moneys due SBCTA within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, SBCTA reserves the right to withhold future payments due CITY from any source under SBCTA's control.

10. To include SBCTA in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT WORK progress, to provide at least quarterly schedule updates to SBCTA, and to consult with SBCTA on critical issues relative to the PROJECT WORK.
11. As an eligible PROJECT WORK expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of SBCTA and CITY.
12. To include in all contracts between CITY and contractors for the PROJECT WORK the requirement that SBCTA be named as an additional insured under general liability insurance policies maintained by the contractor for the PROJECT.

SECTION III

IT IS MUTUALLY AGREED BY THE PARTIES:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT WORK, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT.
2. The final PROJECT WORK cost may ultimately exceed current estimates of PROJECT WORK cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT WORK cost shall be borne by CITY unless prior authorization has been approved by the SBCTA Board of Directors pursuant to Section III, Paragraph 3 of this AGREEMENT.
3. In the event CITY determines PROJECT WORK costs may exceed the not to exceed amount identified in Section I, Paragraph 1, CITY shall inform SBCTA of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT WORK amounts identified in this AGREEMENT. In no event, however, shall SBCTA be responsible for PROJECT WORK costs in excess of the amounts identified herein absent a written amendment to this AGREEMENT that is approved and signed by both Parties.
4. Eligible PROJECT WORK reimbursements shall include only those costs incurred by CITY for PROJECT WORK-specific work activities that are described in this AGREEMENT and shall not include escalation or interest.
5. Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers and employees from all claims, suits or actions of every

- name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. CITY's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
6. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. SBCTA's indemnification obligation applies to CITY's "active" as well as "passive" negligence but does not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
 7. In the event CITY and/or SBCTA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this AGREEMENT, CITY and/or SBCTA shall indemnify the other to the extent of its comparative fault.
 8. This AGREEMENT will be considered terminated upon reimbursement of all eligible costs by SBCTA or December 31, 2024, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5, 6 and 7 of Section III, shall survive the termination of this AGREEMENT. The AGREEMENT may also be terminated by SBCTA, in its sole discretion, in the event the PROJECT WORK described in Attachment A has not been initiated by CITY within twelve (12) months of the Effective Date of this AGREEMENT.
 9. SBCTA may terminate this AGREEMENT if CITY fails to perform according to the terms of this AGREEMENT and if this failure jeopardizes the delivery of the PROJECT WORK according to the terms herein.
 10. No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City Council approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
 11. Any notice, demand, request, consent or approval that either Party desires or is required to give to the other Party under this Agreement shall be in writing. Notices may be transmitted by any of the following means: (a) by delivery in person; (b) by certified

U.S. mail, return receipt requested, postage prepaid; (c) by prepaid overnight delivery service, with signature on delivery receipt requested; or (d) by electronic means. Any such notice, demand, or other communication shall be deemed given or served only upon receipt by the addressee. This Section shall not be construed to require that day-to-day administrative communications between the Parties be effected in the manner provided herein. Either Party to this Agreement may change its name, address, facsimile number, or person to whom attention should be directed, for purposes of this Agreement, by giving notice as specified in this Section. Notices, demands, and other communications shall be sent to:

CITY:	CITY OF ADELANTO Jessie Flores City Manager 11600 Air Expressway Adelanto, CA 92301 jflores@adelantoca.gov
SBCTA:	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY Andrea Zureick Director of Fund Administration 1170 W. 3 rd St, 2 nd Floor San Bernardino, CA 92410 azureick@gosbcta.com

12. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue of any such litigation shall be exclusively in San Bernardino County, California.
13. The Recitals to this AGREEMENT are true and correct and are incorporated into this Agreement.
14. Attachment A (Description of Project and Milestones) and Attachment B (Summary of Estimated Costs) are attached to and incorporated into this AGREEMENT.
15. The AGREEMENT may be signed in counterparts, each of which shall constitute an original.
16. This AGREEMENT is effective and shall be dated on the date executed by SBCTA ("Effective Date").

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

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF ADELANTO

By: _____
Dawn M. Rowe, President
Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
SBCTA General Counsel

Date: _____

By: _____
Gabriel Reyes
Mayor

Date: _____

APPROVED AS TO FORM

By: _____
Paloma McEvoy
City Counsel

Date: _____

ATTEST:

By: _____
Brenda Lopez
Clerk of the Board

Date: _____

Attachment: 23-1002977 (9761 : Bartlett Avenue Widening Funding Agreement No. 23-1002977)

ATTACHMENT A

BARTLETT AVENUE WIDENING, ADELANTO ROAD TO ASTER ROAD PROJECT Description of Project and Milestones

Project Title	
Bartlett Avenue Widening, Adelanto Road to Aster Road Project	
Location, Project Limits, Description, Scope of Work, Legislative Description	
Bartlett Avenue Phase I project will widen Bartlett Avenue to add 2 travel lanes to existing increasing from 2 to 4 lanes from Adelanto Road to Aster Road.	
Project Milestone	Proposed
Project Study Report Approved	07-31-2023
Begin Environmental (PA&ED) Phase	08-01-2023
Circulate Draft Environmental Document	08-01-2023
Draft Project Report	08-30-2023
End Environmental Phase (PA&ED Milestone)	10-31-2023
Begin Design (PS&E) Phase	11-01-2023
End Design Phase (Ready to List for Advertisement Milestone)	01-31-2024
Begin Right of Way Phase	02-28-2024
End Right of Way Phase (Right of Way Certification Milestone)	03-01-2024
Begin Construction Phase (Contract Award Milestone)	03-01-2024
End Construction Phase (Construction Contract Acceptance Milestone)	05-31-2024
Begin Closeout Phase	06-01-2024
End Closeout Phase (Closeout Report)	06-30-2024

Attachment: 23-1002977 (9761 : Bartlett Avenue Widening Funding Agreement No. 23-1002977)

ATTACHMENT B

BARTLETT AVENUE WIDENING, ADELANTO ROAD TO ASTER ROAD PROJECT Summary of Estimated Costs

Phase	Total Cost	SBCTA Funds (1) (36.5%)	CITY Funds (63.5%)
Project Approval and Environmental Documentation	-	-	-
Plans, Specifications, and Estimate	\$500,000	\$182,500	\$317,500
Right-of-way	-	-	-
Construction	\$4,600,000	\$1,679,000	\$2,921,000
TOTAL	\$5,100,000	\$1,861,500	\$3,238,500

Additional Notes:

1. SBCTA's Share can be from sources under control of SBCTA including but not limited to Measure I Major Local Highways Program (MLHP), State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this agreement. Funding can be moved between phases without necessitating an amendment of this agreement.

Minute Action

AGENDA ITEM: 34

Date: July 5, 2023

Subject:

Bellflower Street Widening Funding Agreement No. 23-1002975

Recommendation:

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

- A. Allocate \$292,000 in Victor Valley Major Local Highway Program funds to the City of Adelanto for the Bellflower Street Widening Project.
- B. Approve Funding Agreement No. 23-1002975 in the amount of \$292,000 with the City of Adelanto for the Bellflower Street Widening Project.

Background:

The Measure I Expenditure Plan, as part of the Measure I Ordinance No. 04-01, includes contributions to projects along major streets and highways serving as current or future primary routes of travel within the Victor Valley Subarea. In April 2009, the San Bernardino County Transportation Authority Board of Directors adopted the Measure I 2010-2040 Strategic Plan (Plan) to define the policy framework for the delivery of Measure I programs and projects along with developing candidate project lists, which are completed with the assistance from Subarea jurisdiction representatives. The Plan was subsequently updated in September 2017.

The City of Adelanto (City) has requested a funding allocation from the Victor Valley Major Local Highway (VVMLH) Program for their high priority project, the Bellflower Street Widening Project (Project). The Project generally consists of roadway widening on Bellflower Street from Air Expressway to Chamberlaine Way. This includes grading, pavement grinding, utility adjustment, asphalt concrete paving, signing and striping. The project is scheduled to start Project Approval and Environmental Documentation (PA&ED) in August 2023 and is expected to begin construction activity in April 2025. The City's request for funding allocation meets the eligibility requirements for the VVMLH Program as defined by the VVMLH Program Measure I 2010-2040 Strategic Plan Policy No. 40013.

While the Project was not identified for funding in the 2021 Update to the 10-Year Delivery Plan, it has since been prioritized by the City and will be updated accordingly for the planned 2023 Update. The estimated cost for PA&ED and Plans, Specifications, and Estimates (PS&E) is \$800,000, of which the Public Share is \$292,000. The Public Share amount per phase is as follows: \$73,000 for PA&ED and \$219,000 for PS&E. Staff recommends approval of the allocation as sufficient funding capacity exists in the VVMLH Program to support the requested Public Share amount without affecting other committed projects in the Subarea.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 16, 2023. SBCTA General Counsel and Risk Management have reviewed this item and the draft agreement.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 2

Responsible Staff:

Marc Lucius, Management Analyst II

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

San Bernardino County Transportation Authority

Contract No:	<u>23-1002975</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Fund Administration</u>
Vendor No.:	<u>00085</u>	Vendor Name:	<u>City of Adelanto</u>
Description:	<u>23-1002975 Bellflower Street Widening</u>		

Dollar Amount					
Original Contract	\$	292,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment			Current Amendment	\$	-
Total/Revised Contract Value	\$	292,000.00	Total Contingency Value	\$	-
	Total Dollar Authority (Contract Value and Contingency)			\$	292,000.00

Board of Directors	Date: 07/05/2023	Board	Item # 9762
--------------------	------------------	-------	-------------

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

[illegible]

Task Manager (Print Name)

Additional Notes: Project Accounting Code: 0516.001.248.54840

PROJECT FUNDING AGREEMENT NO. 23-1002975

FOR

**BELLFLOWER STREET WIDENING, AIR EXPRESSWAY TO CHAMBERLAINE
WAY PROJECT**

(CITY OF ADELANTO)

THIS Project Funding Agreement (“AGREEMENT”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”) and the City of Adelanto (“CITY”). SBCTA and CITY are each a “Party” or collectively, “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Victor Valley Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Victor Valley Subarea Major Local Highway Program (“MLHP”) funds; and
- B. The Bellflower Street Widening, Air Expressway to Chamberlaine Way Project (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- C. The proposed PROJECT will consist of widening Bellflower Street from two to four lanes from Air Expressway to Chamberlaine Way; and
- D. SBCTA prepared a study, referenced herein as the Nexus Study, dated November 2, 2011, updated every two years in accordance with the Measure I 2010-2040 Expenditure Plan, that identified for projects located in CITY the SBCTA Public Share as 36.5% and the CITY Developer Share as 63.5% of costs necessary to complete the project; and
- E. CITY identified a need of \$292,000 to complete the Project Approval and Environmental Documentation (PA&ED) and Plans, Specifications, and Estimate (PS&E) Phases of the PROJECT; and
- F. The Victor Valley Subarea transportation planning partners have identified this PROJECT as eligible for funding the PA&ED and PS&E Phases in an amount up to \$292,000 from Measure I 2010-2040 MLHP program funds for the PROJECT; and
- G. PROJECT WORK is defined as the PA&ED and PS&E Phases of the PROJECT; and
- H. This AGREEMENT is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan including the use of Development Impact Fees by CITY to pay its share of PROJECT costs; and

- I. CITY desires to proceed with the PROJECT WORK in a timely manner; and
- J. This AGREEMENT is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT WORK; and
- K. SBCTA and CITY are entering into this AGREEMENT with the understanding that SBCTA will reimburse CITY for eligible PROJECT WORK expenditures with MLHP funds.

NOW, THEREFORE, the Parties agree to the following:

SECTION I

SBCTA AGREES:

1. To reimburse CITY for the actual cost of the PROJECT WORK up to a maximum of \$292,000 in MLHP funds. An estimate of costs for the PROJECT WORK is provided in Attachment B. SBCTA shall have no further responsibilities to provide any funding for PROJECT WORK exceeding this amount without an amendment to this AGREEMENT.
2. To reimburse CITY within 30 days after CITY submits an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT WORK expenditures that were incurred by CITY up to a maximum amount identified in Section I, Paragraph 1 of this AGREEMENT, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SBCTA when planning and conducting additional audits.
4. To assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

CITY AGREES:

1. To be the lead agency for PROJECT WORK and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT WORK as shown in Attachment A.
2. To be responsible for expending that portion of allocated MLHP funds on eligible PROJECT WORK expenses in an amount not to exceed \$292,000 in MLHP Funds

unless AGREEMENT is amended and approved increasing PROJECT WORK costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT WORK by CITY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA's guidelines.

3. To abide by all applicable SBCTA, CITY, State and Federal laws, regulations, policies and procedures pertaining to the PROJECT WORK.
4. To prepare and submit to SBCTA an electronic copy of signed invoices for reimbursement of eligible PROJECT WORK expenses. Invoices may be submitted to SBCTA as frequently as monthly.
5. To maintain all source documents, books and records connected with its performance under this AGREEMENT for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SBCTA or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SBCTA during normal business hours at CITY Hall. Copies will be made and furnished by CITY upon written request by SBCTA.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT WORK elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT WORK costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than one hundred twenty (120) days following the completion of those expenditures funded under this AGREEMENT. The Final Report of Expenditures shall be submitted to SBCTA and must state that these PROJECT WORK funds were used in conformance with this AGREEMENT and for those PROJECT WORK-specific work activities described.
8. To cooperate in having a PROJECT-specific audit completed by SBCTA, at SBCTA's option and expense, upon completion of the PROJECT WORK. The audit must state that all funds expended on the PROJECT WORK were used in conformance with this AGREEMENT.
9. To repay to SBCTA any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and CITY fail to reimburse moneys due SBCTA within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties,

SBCTA reserves the right to withhold future payments due CITY from any source under SBCTA's control.

10. To include SBCTA in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT WORK progress, to provide at least quarterly schedule updates to SBCTA, and to consult with SBCTA on critical issues relative to the PROJECT WORK.

SECTION III

IT IS MUTUALLY AGREED BY THE PARTIES:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT WORK, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT.
2. The final PROJECT WORK cost may ultimately exceed current estimates of PROJECT WORK cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT WORK cost shall be borne by CITY unless prior authorization has been approved by the SBCTA Board of Directors pursuant to Section III, Paragraph 3 of this AGREEMENT.
3. In the event CITY determines PROJECT WORK costs may exceed the not to exceed amount identified in Section I, Paragraph 1, CITY shall inform SBCTA of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT WORK amounts identified in this AGREEMENT. In no event, however, shall SBCTA be responsible for PROJECT WORK costs in excess of the amounts identified herein absent a written amendment to this AGREEMENT that is approved and signed by both Parties.
4. Eligible PROJECT WORK reimbursements shall include only those costs incurred by CITY for PROJECT WORK-specific work activities that are described in this AGREEMENT and shall not include escalation or interest.
5. Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. CITY's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

6. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. SBCTA's indemnification obligation applies to CITY's "active" as well as "passive" negligence but does not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
7. In the event CITY and/or SBCTA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this AGREEMENT, CITY and/or SBCTA shall indemnify the other to the extent of its comparative fault.
8. This AGREEMENT will be considered terminated upon reimbursement of all eligible costs by SBCTA or December 31, 2024, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5, 6 and 7 of Section III, shall survive the termination of this AGREEMENT. The AGREEMENT may also be terminated by SBCTA, in its sole discretion, in the event the PROJECT WORK described in Attachment A has not been initiated by CITY within twelve (12) months of the Effective Date of this AGREEMENT.
9. SBCTA may terminate this AGREEMENT if CITY fails to perform according to the terms of this AGREEMENT and if this failure jeopardizes the delivery of the PROJECT WORK according to the terms herein.
10. No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City Council approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
11. Any notice, demand, request, consent or approval that either Party desires or is required to give to the other Party under this Agreement shall be in writing. Notices may be transmitted by any of the following means: (a) by delivery in person; (b) by certified U.S. mail, return receipt requested, postage prepaid; (c) by prepaid overnight delivery service, with signature on delivery receipt requested; or (d) by electronic means. Any such notice, demand, or other communication shall be deemed given or served only upon receipt by the addressee. This Section shall not be construed to require that day-to-day administrative communications between the Parties be effected in the manner provided herein. Either Party to this Agreement may change its name, address, facsimile number, or person to whom attention should be directed, for purposes of this

Agreement, by giving notice as specified in this Section. Notices, demands, and other communications shall be sent to:

CITY: CITY OF ADELANTO
 Jessie Flores
 City Manager
 11600 Air Expressway
 Adelanto, CA 92301
 jflores@adelantoca.gov

SBCTA: SAN BERNARDINO COUNTY TRANSPORTATION
 AUTHORITY
 Andrea Zureick
 Director of Fund Administration
 1170 W. 3rd St, 2nd Floor
 San Bernardino, CA 92410
 azureick@gosbcta.com

12. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue of any such litigation shall be exclusively in San Bernardino County, California.
13. The Recitals to this AGREEMENT are true and correct and are incorporated into this Agreement.
14. Attachment A (Description of Project and Milestones) and Attachment B (Summary of Estimated Costs) are attached to and incorporated into this AGREEMENT.
15. The AGREEMENT may be signed in counterparts, each of which shall constitute an original.
16. This AGREEMENT is effective and shall be dated on the date executed by SBCTA ("Effective Date").

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

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF ADELANTO

By: _____
Dawn M. Rowe, President
Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
SBCTA General Counsel

Date: _____

By: _____
Gabriel Reyes
Mayor

Date: _____

APPROVED AS TO FORM

By: _____
Paloma McEvoy
City Counsel

Date: _____

ATTEST:

By: _____
Brenda Lopez
Clerk of the Board

Date: _____

Attachment: 23-1002975 (9762 : Bellflower Street Widening Funding Agreement No. 23-1002975)

ATTACHMENT A

BELLFLOWER STREET WIDENING, AIR EXPRESSWAY TO CHAMBERLAINE WAY PROJECT

Description of Project and Milestones

Project Title	
Bellflower Street Widening, Air Expressway to Chamberlaine Way Project	
Location, Project Limits, Description, Scope of Work, Legislative Description	
Bellflower Street Widening Project will widen Bellflower Street to add 2 travel lanes to existing increasing from 2 to 4 lanes from Air Expressway to Chamberlaine Way.	
Project Milestone	Proposed
Project Study Report Approved	07-31-2023
Begin Environmental (PA&ED) Phase	08-01-2023
Circulate Draft Environmental Document	08-01-2023
Draft Project Report	09-01-2023
End Environmental Phase (PA&ED Milestone)	10-01-2023
Begin Design (PS&E) Phase	11-01-2023
End Design Phase (Ready to List for Advertisement Milestone)	04-30-2024
Begin Right of Way Phase	05-01-2024
End Right of Way Phase (Right of Way Certification Milestone)	10-01-2024
Begin Construction Phase (Contract Award Milestone)	04-30-2025
End Construction Phase (Construction Contract Acceptance Milestone)	04-30-2026
Begin Closeout Phase	05-01-2026
End Closeout Phase (Closeout Report)	06-30-2026

Attachment: 23-1002975 (9762 : Bellflower Street Widening Funding Agreement No. 23-1002975)

ATTACHMENT B

BELLFLOWER STREET WIDENING, AIR EXPRESSWAY TO CHAMBERLAINE WAY PROJECT

Summary of Estimated Costs

Phase	Total Cost	SBCTA Funds (1) (36.5%)	CITY Funds (63.5%)
Project Approval and Environmental Documentation	\$200,000	\$73,000	\$127,000
Plans, Specifications, and Estimate	\$600,000	\$219,000	\$381,000
TOTAL	\$800,000	\$292,000	\$508,000

Additional Notes:

1. SBCTA's Share can be from sources under control of SBCTA including but not limited to Measure I Major Local Highways Program (MLHP), State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this agreement. Funding can be moved between phases without necessitating an amendment of this agreement.

Minute Action

AGENDA ITEM: 35

Date: July 5, 2023

Subject:

El Mirage Road Widening Funding Agreement No. 23-1002978

Recommendation:

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

- A. Allocate \$2,299,500 in Victor Valley Major Local Highway Program funds to the City of Adelanto for the El Mirage Road Widening Project.
- B. Approve Funding Agreement No. 23-1002978 in the amount of \$2,299,500 with the City of Adelanto for the El Mirage Road Widening Project.

Background:

The Measure I Expenditure Plan, as part of the Measure I Ordinance No. 04-01, includes contributions to projects along major streets and highways serving as current or future primary routes of travel within the Victor Valley Subarea. In April 2009, the San Bernardino County Transportation Authority Board of Directors adopted the Measure I 2010-2040 Strategic Plan (Plan) to define the policy framework for the delivery of Measure I programs and projects along with developing candidate project lists, which are completed with the assistance from Subarea jurisdiction representatives. The Plan was subsequently updated in September 2017.

The City of Adelanto (City) has requested a funding allocation from the Victor Valley Major Local Highway (VVMLH) Program for their high priority project, the El Mirage Road Widening Project (Project). The Project generally consists of roadway widening on El Mirage Road from Route 395 to Richardson Road. This includes grading, pavement grinding, utility adjustment, asphalt concrete paving, signing and striping. The project is scheduled to start the Project Approval and Environmental Documentation (PA&ED) phase in August 2023 and is expected to begin construction activity in April 2025.

A portion of the Project was identified for funding in the 2021 Update to the 10-Year Delivery Plan, and the new Project scope will be updated accordingly in the planned 2023 Update. Cost through the Right-of-Way (ROW) phase for the Project is estimated to be \$6,300,000 of which the Public Share amount is \$2,299,500. The Public Share amount per phase is as follows: \$109,500 for PA&ED, \$365,000 for Plans, Specifications, and Estimates (PS&E), and \$1,825,000 for ROW. Staff recommends approval of the allocation as sufficient funding capacity exists in the VVMLH Program to support the requested Public Share amount without affecting other committed projects in the Subarea.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 16, 2023. SBCTA General Counsel and Risk Management have reviewed this item and the draft agreement.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
July 5, 2023
Page 2

Responsible Staff:

Marc Lucius, Management Analyst II

Approved
Board of Directors
Date: July 5, 2023
Witnessed By:

Contract No:	<u>23-1002978</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Fund Administration</u>
Vendor No.:	<u>00085</u>	Vendor Name:	<u>City of Adelanto</u>
Description:	<u>El Mirage Road Widening</u>		

Dollar Amount					
Original Contract	\$	2,299,500.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment			Current Amendment	\$	-
Total/Revised Contract Value	\$	2,299,500.00	Total Contingency Value	\$	-
	Total Dollar Authority (Contract Value and Contingency)			\$	2,299,500.00

Board of Directors	Date:	07/05/2023	Board	Item #	9763
--------------------	-------	------------	-------	--------	------

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

[illegible]

Task Manager (Print Name)

Attachment: 23-1002978 CSS (9763 : El Mirage Road Widening Funding Agreement No. 23-1002978)

PROJECT FUNDING AGREEMENT NO. 23-1002978

FOR

EL MIRAGE ROAD WIDENING, ROUTE 395 TO RICHARDSON ROAD PROJECT

(CITY OF ADELANTO)

THIS Project Funding Agreement (“AGREEMENT”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”) and the City of Adelanto (“CITY”). SBCTA and CITY are each a “Party” or collectively, “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Victor Valley Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Victor Valley Subarea Major Local Highway Program (“MLHP”) funds; and
- B. The El Mirage Road Widening, Route 395 to Richardson Road Project (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- C. The proposed PROJECT will consist of widening El Mirage Road from two to four lanes from Route 395 to Richardson Road; and
- D. SBCTA prepared a study, referenced herein as the Nexus Study, dated November 2, 2011, updated every two years in accordance with the Measure I 2010-2040 Expenditure Plan, that identified for projects located in CITY the SBCTA Public Share as 36.5% and the CITY Developer Share as 63.5% of costs necessary to complete the project; and
- E. CITY identified a need of \$2,299,500 to complete Project Approval and Environmental Documentation (PA&ED), Planning, Specifications, and Estimate (PS&E), and Right-of-Way (ROW) Phases of the PROJECT; and
- F. The Victor Valley Subarea transportation planning partners have identified this PROJECT as eligible for funding of the PA&ED, PS&E, and ROW Phases in an amount up to \$2,299,500 from Measure I 2010-2040 MLHP program funds for the PROJECT; and
- G. PROJECT WORK is defined as the PA&ED, PS&E, and ROW Phases of the PROJECT; and
- H. This AGREEMENT is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan including the use of Development Impact Fees by CITY to pay its share of PROJECT costs; and

- I. CITY desires to proceed with the PROJECT WORK in a timely manner; and
- J. This AGREEMENT is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT WORK; and
- K. SBCTA and CITY are entering into this AGREEMENT with the understanding that SBCTA will reimburse CITY for eligible PROJECT WORK expenditures with MLHP funds.

NOW, THEREFORE, the Parties agree to the following:

SECTION I

SBCTA AGREES:

1. To reimburse CITY for the actual cost of the PROJECT WORK up to a maximum of \$2,299,500 in MLHP funds. An estimate of costs for the PROJECT WORK is provided in Attachment B. SBCTA shall have no further responsibilities to provide any funding for PROJECT WORK exceeding this amount without an amendment to this AGREEMENT.
2. To reimburse CITY within 30 days after CITY submits an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT WORK expenditures that were incurred by CITY up to a maximum amount identified in Section I, Paragraph 1 of this AGREEMENT, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SBCTA when planning and conducting additional audits.
4. To assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

CITY AGREES:

1. To be the lead agency for PROJECT WORK and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT WORK as shown in Attachment A.
2. To be responsible for expending that portion of allocated MLHP funds on eligible PROJECT WORK expenses in an amount not to exceed \$2,299,500 in MLHP Funds

unless AGREEMENT is amended and approved increasing PROJECT WORK costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT WORK by CITY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA's guidelines.

3. To abide by all applicable SBCTA, CITY, State and Federal laws, regulations, policies and procedures pertaining to the PROJECT WORK.
4. To prepare and submit to SBCTA an electronic copy of signed invoices for reimbursement of eligible PROJECT WORK expenses. Invoices may be submitted to SBCTA as frequently as monthly.
5. To maintain all source documents, books and records connected with its performance under this AGREEMENT for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SBCTA or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SBCTA during normal business hours at CITY Hall. Copies will be made and furnished by CITY upon written request by SBCTA.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT WORK elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT WORK costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than one hundred twenty (120) days following the completion of those expenditures funded under this AGREEMENT. The Final Report of Expenditures shall be submitted to SBCTA and must state that these PROJECT WORK funds were used in conformance with this AGREEMENT and for those PROJECT WORK-specific work activities described.
8. To cooperate in having a PROJECT-specific audit completed by SBCTA, at SBCTA's option and expense, upon completion of the PROJECT WORK. The audit must state that all funds expended on the PROJECT WORK were used in conformance with this AGREEMENT.
9. To repay to SBCTA any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and CITY fail to reimburse moneys due SBCTA within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties,

SBCTA reserves the right to withhold future payments due CITY from any source under SBCTA's control.

10. To include SBCTA in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT WORK progress, to provide at least quarterly schedule updates to SBCTA, and to consult with SBCTA on critical issues relative to the PROJECT WORK.
11. To include in all contracts between CITY and contractors for the PROJECT WORK the requirement that SBCTA be named as an additional insured under general liability insurance policies maintained by the contractor for the PROJECT.

SECTION III

IT IS MUTUALLY AGREED BY THE PARTIES:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT WORK, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT.
2. The final PROJECT WORK cost may ultimately exceed current estimates of PROJECT WORK cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT WORK cost shall be borne by CITY unless prior authorization has been approved by the SBCTA Board of Directors pursuant to Section III, Paragraph 3 of this AGREEMENT.
3. In the event CITY determines PROJECT WORK costs may exceed the not to exceed amount identified in Section I, Paragraph 1, CITY shall inform SBCTA of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT WORK amounts identified in this AGREEMENT. In no event, however, shall SBCTA be responsible for PROJECT WORK costs in excess of the amounts identified herein absent a written amendment to this AGREEMENT that is approved and signed by both Parties.
4. Eligible PROJECT WORK reimbursements shall include only those costs incurred by CITY for PROJECT WORK-specific work activities that are described in this AGREEMENT and shall not include escalation or interest.
5. Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction

delegated to CITY under this AGREEMENT. CITY's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

6. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. SBCTA's indemnification obligation applies to CITY's "active" as well as "passive" negligence but does not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
7. In the event CITY and/or SBCTA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this AGREEMENT, CITY and/or SBCTA shall indemnify the other to the extent of its comparative fault.
8. This AGREEMENT will be considered terminated upon reimbursement of all eligible costs by SBCTA or December 31, 2024, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5, 6 and 7 of Section III, shall survive the termination of this AGREEMENT. The AGREEMENT may also be terminated by SBCTA, in its sole discretion, in the event the PROJECT WORK described in Attachment A has not been initiated by CITY within twelve (12) months of the Effective Date of this AGREEMENT.
9. SBCTA may terminate this AGREEMENT if CITY fails to perform according to the terms of this AGREEMENT and if this failure jeopardizes the delivery of the PROJECT WORK according to the terms herein.
10. No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City Council approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
11. Any notice, demand, request, consent or approval that either Party desires or is required to give to the other Party under this Agreement shall be in writing. Notices may be transmitted by any of the following means: (a) by delivery in person; (b) by certified U.S. mail, return receipt requested, postage prepaid; (c) by prepaid overnight delivery service, with signature on delivery receipt requested; or (d) by electronic means. Any such notice, demand, or other communication shall be deemed given or served only

upon receipt by the addressee. This Section shall not be construed to require that day-to-day administrative communications between the Parties be effected in the manner provided herein. Either Party to this Agreement may change its name, address, facsimile number, or person to whom attention should be directed, for purposes of this Agreement, by giving notice as specified in this Section. Notices, demands, and other communications shall be sent to:

CITY: CITY OF ADELANTO
 Jessie Flores
 City Manager
 11600 Air Expressway
 Adelanto, CA 92301
 jflores@adelantoca.gov

SBCTA: SAN BERNARDINO COUNTY TRANSPORTATION
 AUTHORITY
 Andrea Zureick
 Director of Fund Administration
 1170 W. 3rd St, 2nd Floor
 San Bernardino, CA 92410
 azureick@gosbcta.com

12. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, of any such litigation shall be exclusively in San Bernardino County, California.
13. The Recitals to this AGREEMENT are true and correct and are incorporated into this Agreement.
14. Attachment A (Description of Project and Milestones) and Attachment B (Summary of Estimated Costs) are attached to and incorporated into this AGREEMENT.
15. The AGREEMENT may be signed in counterparts, each of which shall constitute an original.
16. This AGREEMENT is effective and shall be dated on the date executed by SBCTA ("Effective Date").

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

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF ADELANTO

By: _____
Dawn M. Rowe, President
Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
SBCTA General Counsel

Date: _____

By: _____
Gabriel Reyes
Mayor

Date: _____

APPROVED AS TO FORM

By: _____
Paloma McEvoy
City Counsel

Date: _____

ATTEST:

By: _____
Brenda Lopez
Clerk of the Board

Date: _____

Attachment: 23-1002978 (9763 : El Mirage Road Widening Funding Agreement No. 23-1002978)

ATTACHMENT A

EL MIRAGE ROAD WIDENING, ROUTE 395 TO RICHARDSON ROAD PROJECT Description of Project and Milestones

Project Title	
El Mirage Road Widening, Route 395 to Richardson Road Project	
Location, Project Limits, Description, Scope of Work, Legislative Description	
El Mirage Road Widening Project will widen El Mirage Road from Route 395 to Richardson Road from 2 to 4 travel lanes.	
Project Milestone	Proposed
Project Study Report Approved	07-31-2023
Begin Environmental (PA&ED) Phase	08-01-2023
Circulate Draft Environmental Document	08-01-2023
Draft Project Report	09-01-2023
End Environmental Phase (PA&ED Milestone)	10-01-2023
Begin Design (PS&E) Phase	11-01-2023
End Design Phase (Ready to List for Advertisement Milestone)	04-30-2024
Begin Right of Way Phase	05-01-2024
End Right of Way Phase (Right of Way Certification Milestone)	10-01-2024
Begin Construction Phase (Contract Award Milestone)	04-30-2025
End Construction Phase (Construction Contract Acceptance Milestone)	04-30-2026
Begin Closeout Phase	05-01-2026
End Closeout Phase (Closeout Report)	06-30-2026

Attachment: 23-1002978 (9763 : El Mirage Road Widening Funding Agreement No. 23-1002978)

ATTACHMENT B

EL MIRAGE ROAD WIDENING, ROUTE 395 TO RICHARDSON ROAD PROJECT Summary of Estimated Costs

Phase	Total Cost	SBCTA Funds (1) (36.5%)	CITY Funds (63.5%)
Project Approval and Environmental Documentation	\$300,000	\$109,500	\$190,500
Plans, Specifications, and Estimate	\$1,000,000	\$365,000	\$635,000
Right-of-way	\$5,000,000	\$1,825,000	\$3,175,000
TOTAL	\$6,300,000	\$2,299,500	\$4,000,500

Additional Notes:

1. SBCTA's Share can be from sources under control of SBCTA including but not limited to Measure I Major Local Highways Program (MLHP), State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this agreement. Funding can be moved between phases without necessitating an amendment of this agreement.

Minute Action

AGENDA ITEM: 36

Date: July 5, 2023

Subject:

New Policy No. 10700 - Social Media Use

Recommendation:

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

Approve Policy No. 10700, Social Media Use.

Background:

The Legislative & Public Affairs team has seen an increase in followers and overall engagement in social media platforms (Facebook, LinkedIn, Twitter and Instagram). As a result of the increase in online activity, it is important that the agency create a formal Social Media Use Policy to establish a standard for appropriate digital interaction to and from the agency.

This proposed Social Media Use Policy will establish guidelines for use of social media by the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Associated Governments (SANBAG or SBCOG), both Board Members and staff, as a means of conveying information to members of the public. In addition, it will offer written rules for commenting by external sources and any subsequent reaction by staff when those rules are not adhered to.

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 14, 2023. SBCTA General Counsel has reviewed this item and the proposed policy.

Responsible Staff:

Nydia Doolittle, Management Analyst II

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

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

San Bernardino County Transportation Authority	Policy	10700
Adopted by the Board of Directors	July 5, 2023	Revised
		0
Social Media Use	Revision No.	0

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

Table of Contents

[Purpose](#) | [References](#) | [Policy](#) | [Revision History](#) |

I. PURPOSE

The purpose of this policy is to establish rules and guidelines for the use of social media to provide information to, and enhance communication, with the public.

II. REFERENCES

Policy 10105 – Records Management and Retention
Government Code Section 7920.000 et seq. - California Public Records Act

III. POLICY

This Social Media Policy establishes guidelines for use of social media by the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Associated Governments (SANBAG or SBCOG), as a means of conveying information to members of the public. Social media is defined as an interactive online tool that allows individuals to exchange and share information and resources, including photos and video, instantly via the Internet.

All social media content shall be developed, monitored and managed by the Legislative and Public Affairs Department in accordance with this policy, unless otherwise authorized by the Executive Director. SBCTA/SBCOG seeks to encourage a dialogue with the public and respond to questions and concerns via official agency social media sites. By facilitating such communication and dialogue, however, SBCTA/SBCOG does not intend to create a public forum or a designated public forum by which visitors may address unrelated matters or make comments unrelated to the social media post at issue.

A. GENERAL USE

1. All approved social media sites shall contain the name and/or the official logo of SBCTA and/or SBCOG.
2. To ensure that SBCTA's website remains the primary and predominant internet presence and central repository for agency information, wherever possible, content posted on any social media site will also be made available on SBCTA's website. Social media content should contain links directing users back to SBCTA's website for in-depth information, forms, documents or other online services.
3. All content on agency social media sites will be monitored routinely and on a daily basis to ensure adherence to this Social Media Policy for appropriate use, messaging, and branding consistent with agency goals.
4. Unless otherwise explicitly noted, the content of all communications posted on agency social media sites is the sole property of SBCTA/SBCOG. Unless prohibited or otherwise provided for by the terms of service enforced by social media sites used by SBCTA or SBCOG, postings made by others may also be considered agency property.

5. Notwithstanding any other provisions herein, this policy does not intend in any way to limit or restrict the ability of SBCTA employees to speak as private citizens on matters relating to SBCTA business. SBCTA employees may post comments, questions, or opinions on social media sites, including agency sponsored sites, so long as they make clear that they are acting as private citizens and that their statements in no way represent the official position of SBCTA or SBCOG.
6. All use of social media sites shall adhere to applicable federal, state and local laws, regulations and policies.
7. SBCTA/SBCOG reserves the right to restrict or remove any content that it reasonably deems to be in violation of this policy or any applicable law.

B. BOARD OF DIRECTORS USE

1. All social media sites will be managed consistent with the Brown Act.
2. SBCTA/SBCOG is not responsible for the contents or accuracy of material posted on a Board member's personal social media site(s), or for any comments made on any agency social media site that are posted independently and/or without SBCTA/SBCOG's consent or approval.
3. Board members shall not use electronic communication to respond to, blog, or engage in serial meetings, or otherwise discuss, deliberate or express thoughts or opinions on any issue within agency subject matter jurisdiction.

C. APPROVAL PROCESS

Establishment of social media sites or application usage is subject to approval by the Executive Director, unless otherwise designated by Executive Director.

D. CONTENT GUIDELINES

1. All social media posts will be related to agency business, functions, or those items deemed to be in the best interest of SBCTA and SBCOG.
2. Social media postings, comments, images, etc., containing any of the following is subject to removal and repeat offenders may be blocked:
 - Comments not related to the particular social media post
 - Profane, obscene or indecent language, content or links as those terms are commonly defined
 - Comments in support of, or opposition to, political campaigns, candidates, or ballot measures
 - Disparaging or threatening comments that promote, foster or perpetuate discrimination on the basis of race, creed, color, age, religion, gender, gender identity, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation
 - Sexual content or links to sexual content
 - Personal, business or organizational solicitation or advertisement not related to SBCTA
 - Participation in or encouragement of illegal activity
 - Information that may tend to compromise the safety or security of the public or public systems
 - Content that violates a legal ownership interest of any other party including but not limited to photos, graphics, registered trademarks and slogans, trade secrets or privileged information, etc.
 - Any information concerning a promotion offering prizes in whole or part upon lot or chance
 - Any material endorsing religious beliefs or religious philosophies
 - Spam
 - Non-agency events
 - Links to other sites, videos, images, etc.
 - Personal attacks of any kind
 - Disclosure of information in violation of Health Insurance Portability and Accountability Act (HIPAA)
 - Disclosure of Personally Identifiable Information (PII)
 - Identical posts by the same user or multiple users
 - Content that violates any existing copyrights, trade secrets, or legal ownership
 - Any material in violation of federal, state, or local law

3. No links or references, mentions, or endorsements to specific businesses, non-agency events, community events, charitable organizations, or other groups will be posted on agency social media sites unless in direct partnership, facilitated or obligated by written agreement.
4. Any content removed based on these guidelines must be retained, including time, date and identity of the poster when available.
5. These guidelines will be displayed to users or made available by hyperlink on each social media site.

E. PUBLIC RECORDS AND RECORD RETENTION

1. Agency social media sites may be subject to the State of California public record laws.
2. Any content maintained in a social media format that is related to agency business or maintained in the normal course of business, including a list of the followers and posted communication(s), is a public record and should be maintained in an accessible format.
3. Whenever possible, social media sites shall clearly indicate that any articles or other content posted are subject to public disclosure.
4. Agency records management and retention policies and procedures shall apply to social media formats and content. All social media records shall be maintained pursuant to applicable retention schedules in a format that preserves the integrity of the original record.

IV. REVISION HISTORY

Revision No.	Revisions	Adopted
0	New Policy. Adopted by the Board of Directors.	07/05/2023

Minute Action

AGENDA ITEM: 37

Date: July 5, 2023

Subject:

Bill Position Recommendation

Recommendation:

Per Policy 10000, III.D., the Legislative Policy Committee (LPC) is authorized to, “Consistent with the Board-adopted platform, take official positions of support or opposition to State and Federal legislation or regulations on behalf of the Board of Directors (Board) and report all positions taken to the Board in a timely manner.”

At their June 14, 2023 meeting, the LPC, on behalf of the San Bernardino County Transportation Authority Board, adopted the following recommended positions on the current state legislation:

A. Approve an oppose position on Assembly Bill 6 by Assemblywoman Laura Friedman, which would require the California Air Resources Board to establish additional greenhouse gas emissions targets for 2035 and 2045, as well as imposing new requirements on Metropolitan Planning Organizations, such as the Southern California Association of Governments, regarding technical methodology in developing their Regional Transportation Plan and Sustainable Community Strategy.

B. Approve an oppose position on Assembly Bill 7 by Assemblywoman Laura Friedman, which would require the project selection process for transportation infrastructure projects funded by certain state transportation accounts to incorporate federal principles that promote accessibility, climate change, the environment, resilience, safety, timeliness, among other principles.

Background:

Assembly Bill (AB) 6 (Friedman)

Regional Transportation Plans: reduction of greenhouse gas emissions

AB 6 by Assemblywoman Laura Friedman, would require the California Air Resources Board (CARB) to establish additional greenhouse gas (GHG) emissions targets for 2035 and 2045, as well as imposing new requirements on Metropolitan Planning Organizations (MPO), such as the Southern California Association of Governments (SCAG), regarding technical methodology in developing their Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS).

Specifically, AB 6 would require MPOs to submit their RTP/SCS technical methodology to CARB for approval at least 60 days prior to starting their public participation processes. State law requires MPOs to adopt a public participation plan for the development of their SCSs which must include active participation from a broad range of stakeholders, consultation with transportation agencies, public workshops throughout the region, circulation of the draft SCS, public hearings, and informational hearings tailored for the region’s city and county elected officials.

Additionally, this bill would require MPOs to submit their adopted SCSs to CARB within 120 days of the plan’s adoption by its Board of Directors. The bill would also extend CARB’s review period from 60 days to 180 days before CARB is required to accept or deny an MPO’s SCS.

Entity: San Bernardino County Transportation Authority

Lastly, AB 6 would require that each application for the Solutions for Congested Corridors Program (SCCP) demonstrate how the proposed project would contribute to achieving the State's GHG emissions reduction targets.

Staff Recommendation:

San Bernardino County Transportation Authority (SBCTA) staff is recommending an oppose position on AB 6. The bill would impose redundant and time consuming requirements on SCAG and insert additional requirements on the SCCP. SCAG's Connect SoCal plan and SCS exceed the provisions contained in AB 6 and the extension of the review period would triple the length of time CARB has to review the SCS. Additionally, applications for the SCCP must already be included in the adopted RTP/SCS that is reviewed by CARB, so the requirement is again unnecessarily redundant and time consuming.

Per the SBCTA 2023-2024 State Legislative Platform, the agency opposes efforts to "Link existing transportation funding sources to the achievement of GHG reduction, Vehicle Miles Traveled (VMT) or Regional Housing Needs Assessment (RHNA) goals."

Bill text of AB 6 can be found in Attachment A.

Assembly Bill (AB) 7 (Friedman)

Transportation Planning: project selection processes

Assembly Bill 7 would require the California Transportation Agency (CalSTA), California Department of Transportation (Caltrans), and the California Transportation Commission (CTC) to incorporate principles from the Climate Action Plan on Transportation Infrastructure (CAPTI) and the Federal Infrastructure Investment and Jobs Act (IIJA), into processes for project development, selection, and implementation, as feasible, and requires additional policy analyses be added to the California Transportation Plan (CTP).

Major Provisions:

- 1) Establishes findings and declarations related to transportation funding, implementation of Governor Newsom's CAPTI and IIJA.
- 2) Requires CTP to include a summary of available revenues, an analysis of what is feasible, and a discussion of tradeoffs with the plans, among other requirements.
- 3) Requires an analysis in the CTP of how CalSTA, Caltrans, and CTC are achieving the principles outlined in CAPTI, IIJA, and the Federal Justice40 initiative.
- 4) Requires, to the extent possible, feasible, applicable, and cost effective, for CalSTA, Caltrans, and CTC to incorporate the following principles from IIJA and CAPTI into their processes for project development, selection, and implementation:
 - a) Improving the condition, resilience, and safety of road and bridge assets consistent with asset management plans, including investing in preservation of those assets, consistent with United States Code (USC) Title 23 Section 119;
 - b) Promoting and improving safety for all road users, particularly vulnerable users, consistent with the United States Department of Transportation's January 2022 National Roadway Safety Strategy and with USC Title 23 Section 148;

- c) Supporting accelerated project delivery and an efficient environmental review process through the One Federal Decision framework and by continuing to coordinate with other federal partners consistent with USC Title 23 Section 139;
- d) Making streets and other transportation facilities accessible to all users and compliant with the Americans with Disabilities Act, consistent with Code of Federal Regulations (CFR) Title 49 Section 37.1;
- e) Addressing environmental impacts ranging from storm water runoff to the emissions of GHGs, consistent with USC Title 23 Sections 175 and 176;
- f) Prioritizing infrastructure that is less vulnerable and more resilient to a changing climate, consistent with USC Title 23 Sections 101, 119, 176, and 520;
- g) Future-proofing transportation infrastructure by accommodating new and emerging technologies such as electric vehicle charging stations, renewable energy generation, and broadband deployment in transportation rights-of-way, consistent with CFR Title 23 Section 645.101 and USC Title 23 Section 151;
- h) Reconnecting communities and reflecting the inclusion of disadvantaged and underrepresented groups in the planning, project selection, and design process, consistent with IIJA Section 11509 (Public Law 117-58);
- i) Building toward an integrated, statewide rail and transit network, centered around the California State Rail Plan;
- j) Investing in networks of safe and accessible bicycle and pedestrian infrastructure, particularly by closing gaps on portions of the State Highway System that intersect local active transportation and transit networks or serve as small town or rural main streets, with a focus on investments in low-income and disadvantaged communities throughout the state;
- k) Including investments in light, medium, and heavy-duty zero-emission vehicle (ZEV) infrastructure as part of larger transportation projects. Support the innovation in, and development of the ZEV market and help ensure ZEVs are accessible to all, particularly to those in more rural or remote communities;
- l) Strengthening our commitment to social and racial equity by reducing public health and economic harms and maximizing community benefits to disproportionately impacted disadvantaged communities, low-income communities, and Black, Indigenous, and People of Color communities, in urbanized and rural regions, and involve these communities early in decision-making;
- m) Assessing physical climate risk as standard practice for transportation infrastructure projects to enable informed decision-making, especially in communities that are most vulnerable to climate-related health and safety risks;
- n) Promoting projects that do not significantly increase passenger vehicle travel, particularly in congested urbanized settings where other mobility options can be provided and where projects are shown to induce significant auto travel. These projects should generally aim to reduce VMT and not induce significant VMT growth. When addressing congestion, consider alternatives to highway capacity

- expansion, such as providing multimodal options in the corridor, employing pricing strategies, and using technology to optimize operations;
- o) Promoting infill development while protecting residents and businesses from displacement by funding transportation projects that support housing for low-income residents near job centers, provide walkable communities, and address affordability to reduce the housing-transportation cost burden and auto trips;
 - p) Developing a zero-emission freight transportation system that avoids and mitigates environmental justice impacts, reduces criteria and toxic air pollutants, improves freight's economic competitiveness and efficiency, and integrates multimodal design and planning into infrastructure development on freight corridors; and
 - q) Protecting natural and working lands from conversion to more intensified uses and enhance biodiversity by supporting local and regional conservation planning that focuses development where it already exists and align transportation investments with conservation priorities to reduce transportation's impact on the natural environment.

Staff Recommendation:

SBCTA staff is recommending an oppose position on AB 7. The bill would introduce a new layer of project selection criteria that must be incorporated into the selection process for transportation projects funded by specified local, State and Federal sources. The provisions would create a new and overly complex burden on the project selection process and may infringe on local priorities. SBCTA already adheres to the principles of CAPTI in their planning processes, but we believe AB 7 would remove flexibility in the decision making process that CalSTA, Caltrans and the CTC need to be able to adapt to future changes in transportation conditions, funding priorities, and local circumstances. CAPTI recognizes that “one size does not fit all,” and AB 7 would limit geographic flexibility as well.

Per the SBCTA 2023-2024 State Legislative Platform, the agency opposes efforts to “Link existing transportation funding sources to the achievement of GHG reduction, VMT or RHNA goals.”

Bill text of AB 7 can be found in Attachment B.

Financial Impact:

This item has no financial impact to the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Legislative Policy Committee on June 14, 2023.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

ATTACHMENT A

AMENDED IN ASSEMBLY MARCH 16, 2023

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

ASSEMBLY BILL

No. 6

Introduced by Assembly Member Friedman

December 5, 2022

An act to amend Section 65080 of the Government Code, and to amend Section 2393 of the Streets and Highways Code, relating to transportation.

LEGISLATIVE COUNSEL'S DIGEST

AB 6, as amended, Friedman. Transportation ~~planning~~. *planning: regional transportation plans: Solutions for Congested Corridors Program: reduction of greenhouse gas emissions.*

Existing law requires certain transportation planning agencies to prepare and adopt regional transportation plans directed at achieving a coordinated and balanced regional transportation system. Existing law requires *that* each regional transportation plan ~~to~~ also include a sustainable communities strategy prepared by each metropolitan planning organization in order to, among other things, achieve certain targets established by the State Air Resources Board for the reduction of greenhouse gas emissions from automobiles and light trucks in the region for 2020 and 2035, respectively.

This bill would ~~state the intent of the Legislature to enact subsequent legislation that would require regional transportation agencies to prioritize and fund transportation projects, including those funded by a local sales tax measure, that significantly contribute towards the goals outlined in a region's sustainable communities strategy and the state's climate goals. require the state board, after January 1, 2024, and not~~

later than September 30, 2026, to establish additional targets for 2035 and 2045, respectively, as specified.

Existing law requires a metropolitan planning organization, before starting a specified public participation process, to submit a description to the state board of the technical methodology it intends to use to estimate the emissions of greenhouse gases from its sustainable communities strategy and, if appropriate, its alternative planning strategy. Existing law encourages a metropolitan planning organization to work with the state board until the state board concludes that the technical methodology operates accurately.

This bill would instead require a metropolitan planning organization, at least 60 days before starting that public participation process, to submit that description of the technical methodology to the state board for approval. The bill would require, rather than encourage, a metropolitan planning organization to work with the state board until the state board concludes that the technical methodology operates accurately and approves its use.

Existing law requires a metropolitan planning organization to submit an adopted sustainable communities strategy or an alternative planning strategy, if applicable, to the state board for review. Existing law limits the state board's review to acceptance or rejection of the metropolitan planning organization's determination that the strategy submitted would, if implemented, achieve the greenhouse gas emission reduction targets established by the state board. Existing law requires the state board to complete its review within 60 days.

This bill would instead require a metropolitan planning organization, within 120 business days after adoption, to submit an adopted sustainable communities strategy or an alternative planning strategy, if applicable, to the state board for both review and approval. The bill would instead require that the state board's review include acceptance or rejection of the metropolitan planning organization's determination described above. The bill would require the state board to complete its review within 180, instead of 60, business days.

To the extent this bill would impose new requirements on a metropolitan planning organization, the bill would impose a state-mandated local program.

Existing law creates the Solutions for Congested Corridors Program to fund projects designed to achieve a balanced set of transportation, environmental, and community access improvements within highly congested travel corridors throughout the state, as specified. Existing

law authorizes regional transportation planning agencies, county transportation commissions, certain transportation authorities, and the Department of Transportation to nominate projects for funding through the program, and requires each project nomination to include documentation regarding the quantitative and qualitative measures validating the project's consistency with the policy objectives of the program.

This bill would additionally require each project nomination to demonstrate how the project would contribute to achieving the state's greenhouse gas emission reduction targets.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~-yes.
State-mandated local program: ~~no~~-yes.

The people of the State of California do enact as follows:

1 SECTION 1. Section 65080 of the Government Code is
2 amended to read:
3 65080. (a) Each transportation planning agency designated
4 under Section 29532 or 29532.1 shall prepare and adopt a regional
5 transportation plan directed at achieving a coordinated and balanced
6 regional transportation system, including, but not limited to, mass
7 transportation, highway, railroad, maritime, bicycle, pedestrian,
8 goods movement, and aviation facilities and services. The plan
9 shall be action-oriented and pragmatic, considering both the
10 short-term and long-term future, and shall present clear, concise
11 policy guidance to local and state officials. The regional
12 transportation plan shall consider factors specified in Section 134
13 of Title 23 of the United States Code. Each transportation planning
14 agency shall consider and incorporate, as appropriate, the
15 transportation plans of cities, counties, districts, private
16 organizations, and state and federal agencies.

(b) The regional transportation plan shall be an internally consistent document and shall include all of the following:

(1) A policy element that describes the transportation issues in the region, identifies and quantifies regional needs, and describes the desired short-range and long-range transportation goals, and pragmatic objective and policy statements. The objective and policy statements shall be consistent with the funding estimates of the financial element. The policy element of transportation planning agencies with populations that exceed 200,000 persons may quantify a set of indicators including, but not limited to, all of the following:

(A) Measures of mobility and traffic congestion, including, but not limited to, daily vehicle hours of delay per capita and vehicle miles traveled per capita.

(B) Measures of road and bridge maintenance and rehabilitation needs, including, but not limited to, roadway pavement and bridge conditions.

(C) Measures of means of travel, including, but not limited to, percentage share of all trips (work and nonwork) made by all of the following:

(i) Single occupant vehicle.

(ii) Multiple occupant vehicle or carpool.

(iii) Public transit including commuter rail and intercity rail.

(iv) Walking.

(v) Bicycling.

(D) Measures of safety and security, including, but not limited to, total injuries and fatalities assigned to each of the modes set forth in subparagraph (C).

(E) Measures of equity and accessibility, including, but not limited to, percentage of the population served by frequent and reliable public transit, with a breakdown by income bracket, and percentage of all jobs accessible by frequent and reliable public transit service, with a breakdown by income bracket.

(F) The requirements of this section may be met using existing sources of information. No additional traffic counts, household surveys, or other sources of data shall be required.

(2) A sustainable communities strategy prepared by each metropolitan planning organization as follows:

(A) No later than September 30, 2010, the State Air Resources Board shall provide each affected region with greenhouse gas

1 emission reduction targets for the automobile and light truck sector
2 for 2020 and 2035, respectively. *After January 1, 2024, and no*
3 *later than September 30, 2026, the State Air Resources Board shall*
4 *provide each affected region with greenhouse gas emissions targets*
5 *for the automobile and light truck sector for 2035 and 2045,*
6 *respectively, which shall be updated as provided in clause (iv).*

7 (i) No later than January 31, 2009, the ~~state board~~ *State Air*
8 *Resources Board* shall appoint a Regional Targets Advisory
9 Committee to recommend factors to be considered and
10 methodologies to be used for setting greenhouse gas emission
11 reduction targets for the affected regions. The committee shall be
12 composed of representatives of the metropolitan planning
13 organizations, affected air districts, the League of California Cities,
14 the California State Association of Counties, local transportation
15 agencies, and members of the public, including homebuilders,
16 environmental organizations, planning organizations,
17 environmental justice organizations, affordable housing
18 organizations, and others. The advisory committee shall transmit
19 a report with its recommendations to the ~~state board~~ *State Air*
20 *Resources Board* no later than September 30, 2009. In
21 recommending factors to be considered and methodologies to be
22 used, the advisory committee may consider any relevant issues,
23 including, but not limited to, data needs, modeling techniques,
24 growth forecasts, the impacts of regional jobs-housing balance on
25 interregional travel and greenhouse gas emissions, economic and
26 demographic trends, the magnitude of greenhouse gas reduction
27 benefits from a variety of land use and transportation strategies,
28 and appropriate methods to describe regional targets and to monitor
29 performance in attaining those targets. The ~~state board~~ *State Air*
30 *Resources Board* shall consider the report before setting the targets.

31 (ii) Before setting the targets for a region, the ~~state board~~ *State*
32 *Air Resources Board* shall exchange technical information with
33 the metropolitan planning organization and the affected air district.
34 The metropolitan planning organization may recommend a target
35 for the region. The metropolitan planning organization shall hold
36 at least one public workshop within the region after receipt of the
37 report from the advisory committee. The ~~state board~~ *State Air*
38 *Resources Board* shall release draft targets for each region no later
39 than June 30, 2010.

(iii) In establishing these targets, ~~the state board~~ *State Air Resources Board* shall take into account greenhouse gas emission reductions that will be achieved by improved vehicle emission standards, changes in fuel composition, and other measures it has approved that will reduce ~~the emissions of~~ greenhouse ~~gas emissions~~ *gases* in the affected regions, and prospective measures ~~the state board~~ *State Air Resources Board* plans to adopt to reduce ~~the emissions of~~ greenhouse ~~gas emissions~~ *gases* from other greenhouse gas emission sources as ~~that term is~~ defined in subdivision (i) of Section 38505 of the Health and Safety Code and consistent with the regulations ~~promulgated~~ *adopted* pursuant to the California Global Warming Solutions Act of 2006 (Division 25.5 (commencing with Section 38500) of the Health and Safety Code), including Section 38566 of the Health and Safety Code.

(iv) ~~The state board~~ *State Air Resources Board* shall update the regional greenhouse gas emission reduction targets every eight years consistent with each metropolitan planning organization's timeframe for updating its regional transportation plan under federal law until 2050. ~~The state board~~ *State Air Resources Board* may revise the targets every four years based on changes in the factors considered under clause (iii). ~~The state board~~ *State Air Resources Board* shall exchange technical information with the Department of Transportation, metropolitan planning organizations, local governments, and affected air districts and engage in a consultative process with public and private stakeholders, before updating these targets.

(v) The greenhouse gas emission reduction targets may be expressed in gross tons, tons per capita, tons per household, or in any other metric deemed appropriate by ~~the state board~~. *State Air Resources Board*.

(B) Each metropolitan planning organization shall prepare a sustainable communities strategy, subject to the requirements of Part 450 of Title 23 of, and Part 93 of Title 40 of, the Code of Federal Regulations, including the requirement to use the most recent planning assumptions considering local general plans and other factors. The sustainable communities strategy shall ~~(i) identify~~ *do all of the following*:

(i) *Identify* the general location of uses, residential densities, and building intensities within the ~~region~~, ~~(ii) identify~~ *region*.

1 (ii) *Identify* areas within the region sufficient to house all the
 2 population of the region, including all economic segments of the
 3 population, over the course of the planning period of the regional
 4 transportation plan taking into account net migration into the
 5 region, population growth, household formation and employment
 6 ~~growth, (iii) identify growth.~~

7 (iii) *Identify* areas within the region sufficient to house an
 8 eight-year projection of the regional housing need for the region
 9 pursuant to Section ~~65584, (iv) identify 65584.~~

10 (iv) *Identify* a transportation network to service the transportation
 11 needs of the ~~region, (v) gather region.~~

12 (v) *Gather* and consider the best practically available scientific
 13 information regarding resource areas and farmland in the region
 14 as defined in subdivisions (a) and (b) of Section ~~65080.01, (vi)~~
 15 ~~consider 65080.01.~~

16 (vi) *Consider* the state housing goals specified in Sections 65580
 17 and ~~65581, (vii) set 65581.~~

18 (vii) *Set* forth a forecasted development pattern for the region,
 19 which, when integrated with the transportation network, and other
 20 transportation measures and policies, will reduce the *emissions of*
 21 ~~greenhouse-gas emissions~~ *gases* from automobiles and light trucks
 22 to achieve, if there is a feasible way to do so, the greenhouse gas
 23 emission reduction targets approved by the ~~state board, and (viii)~~
 24 ~~allow State Air Resources Board.~~

25 (viii) *Allow* the regional transportation plan to comply with
 26 Section 176 of the federal Clean Air Act (42 U.S.C. Sec. 7506).

27 (C) (i) Within the jurisdiction of the Metropolitan
 28 Transportation Commission, as defined by Section 66502, the
 29 Association of Bay Area Governments shall be responsible for
 30 clauses (i), (ii), (iii), (v), and (vi) of subparagraph (B); the
 31 Metropolitan Transportation Commission shall be responsible for
 32 clauses (iv) and (viii) of subparagraph (B); and the Association of
 33 Bay Area Governments and the Metropolitan Transportation
 34 Commission shall jointly be responsible for clause (vii) of
 35 subparagraph (B).

36 (ii) Within the jurisdiction of the Tahoe Regional Planning
 37 Agency, as defined in Sections 66800 and 66801, the Tahoe
 38 Metropolitan Planning Organization shall use the Regional Plan
 39 for the Lake Tahoe Region as the sustainable communities strategy,

1 provided that it complies with clauses (vii) and (viii) of
2 subparagraph (B).

3 (D) In the region served by the Southern California Association
4 of Governments, a subregional council of governments and the
5 county transportation commission may work together to propose
6 the sustainable communities strategy and an alternative planning
7 strategy, if one is prepared pursuant to subparagraph (I), for that
8 subregional area. The metropolitan planning organization may
9 adopt a framework for a subregional sustainable communities
10 strategy or a subregional alternative planning strategy to address
11 the intraregional land use, transportation, economic, air quality,
12 and climate policy relationships. The metropolitan planning
13 organization shall include the subregional sustainable communities
14 strategy for that subregion in the regional sustainable communities
15 strategy to the extent consistent with this section and federal law
16 and approve the subregional alternative planning strategy, if one
17 is prepared pursuant to subparagraph (I), for that subregional area
18 to the extent consistent with this section. The metropolitan planning
19 organization shall develop overall guidelines, create a public
20 participation plan pursuant to subparagraph (F), ensure
21 coordination, resolve conflicts, make sure that the overall plan
22 complies with applicable legal requirements, and adopt the plan
23 for the region.

24 (E) The metropolitan planning organization shall conduct at
25 least two informational meetings in each county within the region
26 for members of the board of supervisors and city councils on the
27 sustainable communities strategy and alternative planning strategy,
28 if any. The metropolitan planning organization may conduct only
29 one informational meeting if it is attended by representatives of
30 the county board of supervisors and city council members
31 representing a majority of the cities representing a majority of the
32 population in the incorporated areas of that county. Notice of the
33 meeting or meetings shall be sent to the clerk of the board of
34 supervisors and to each city clerk. The purpose of the meeting or
35 meetings shall be to discuss the sustainable communities strategy
36 and the alternative planning strategy, if any, including the key land
37 use and planning assumptions with the members of the board of
38 supervisors and the city council members in that county and to
39 solicit and consider their input and recommendations.

1 (F) Each metropolitan planning organization shall adopt a public
2 participation plan, for development of the sustainable communities
3 strategy and an alternative planning strategy, if any, that includes
4 all of the following:

5 (i) Outreach efforts to encourage the active participation of a
6 broad range of stakeholder groups in the planning process,
7 consistent with the agency's adopted Federal Public Participation
8 Plan, including, but not limited to, affordable housing advocates,
9 transportation advocates, neighborhood and community groups,
10 environmental advocates, home builder representatives,
11 broad-based business organizations, landowners, commercial
12 property interests, and homeowner associations.

13 (ii) Consultation with congestion management agencies,
14 transportation agencies, and transportation commissions.

15 (iii) Workshops throughout the region to provide the public with
16 the information and tools necessary to provide a clear
17 understanding of the issues and policy choices. At least one
18 workshop shall be held in each county in the region. For counties
19 with a population greater than 500,000, at least three workshops
20 shall be held. Each workshop, to the extent practicable, shall
21 include urban simulation computer modeling to create visual
22 representations of the sustainable communities strategy and the
23 alternative planning strategy.

24 (iv) Preparation and circulation of a draft sustainable
25 communities strategy and an alternative planning strategy, if one
26 is prepared, not less than 55 days before adoption of a final regional
27 transportation plan.

28 (v) At least three public hearings on the draft sustainable
29 communities strategy in the regional transportation plan and
30 alternative planning strategy, if one is prepared. If the metropolitan
31 transportation organization consists of a single county, at least two
32 public hearings shall be held. To the maximum extent feasible, the
33 hearings shall be in different parts of the region to maximize the
34 opportunity for participation by members of the public throughout
35 the region.

36 (vi) A process for enabling members of the public to provide a
37 single request to receive notices, information, and updates.

38 (G) In preparing a sustainable communities strategy, the
39 metropolitan planning organization shall consider spheres of

1 influence that have been adopted by the local agency formation
2 commissions within its region.

3 (H) Before adopting a sustainable communities strategy, the
4 metropolitan planning organization shall quantify the reduction in
5 *the emissions of greenhouse gas emissions gases* projected to be
6 achieved by the sustainable communities strategy and set forth the
7 difference, if any, between the amount of that reduction and the
8 target for the region established by the ~~state board~~. *State Air*
9 *Resources Board*.

10 (I) If the sustainable communities strategy, prepared in
11 compliance with subparagraph (B) or (D), is unable to reduce *the*
12 *emissions of greenhouse gas emissions gases* to achieve the
13 greenhouse gas emission reduction targets established by the ~~state~~
14 ~~board~~, *State Air Resources Board*, the metropolitan planning
15 organization shall prepare an alternative planning strategy to the
16 sustainable communities strategy showing how those greenhouse
17 gas emission *reduction* targets would be achieved through
18 alternative development patterns, infrastructure, or additional
19 transportation measures or policies. The alternative planning
20 strategy shall be a separate document from the regional
21 transportation plan, but it may be adopted concurrently with the
22 regional transportation plan. In preparing the alternative planning
23 strategy, the metropolitan planning organization:

24 (i) Shall identify the principal impediments to achieving the
25 targets within the sustainable communities strategy.

26 (ii) May include an alternative development pattern for the
27 region pursuant to subparagraphs (B) to (G), inclusive.

28 (iii) Shall describe how the greenhouse gas emission reduction
29 targets would be achieved by the alternative planning strategy, and
30 why the development pattern, measures, and policies in the
31 alternative planning strategy are the most practicable choices for
32 achievement of the greenhouse gas emission reduction targets.

33 (iv) An alternative development pattern set forth in the
34 alternative planning strategy shall comply with Part 450 of Title
35 23 of, and Part 93 of Title 40 of, the Code of Federal Regulations,
36 except to the extent that compliance will prevent achievement of
37 the greenhouse gas emission reduction targets approved by the
38 ~~state board~~. *State Air Resources Board*.

39 (v) For purposes of the California Environmental Quality Act
40 (Division 13 (commencing with Section 21000) of the Public

Resources Code), an alternative planning strategy shall not constitute a land use plan, policy, or regulation, and the inconsistency of a project with an alternative planning strategy shall not be a consideration in determining whether a project may have an environmental effect.

(J) (i) ~~Before~~ *At least 60 days before* starting the public participation process adopted pursuant to subparagraph (F), the metropolitan planning organization shall submit a description to the ~~state board~~ *State Air Resources Board* of the technical methodology it intends to use to estimate the *emissions of greenhouse gas emissions gases* from its sustainable communities strategy and, if appropriate, its alternative planning ~~strategy~~ *strategy, for State Air Resources Board approval*. The ~~state board~~ *State Air Resources Board* shall respond to the metropolitan planning organization in a timely manner with written comments about the technical methodology, including specifically describing any aspects of that methodology it concludes will not yield accurate estimates of *the emissions of greenhouse gas emissions, gases* and ~~suggested~~ *suggesting* remedies. The metropolitan planning organization ~~is encouraged to~~ *shall* work with the ~~state board~~ *State Air Resources Board* until the ~~state board~~ *State Air Resources Board* concludes that the technical methodology operates ~~accurately~~ *accurately and approves its use*.

(ii) ~~After~~ *Within 120 business days after* adoption, a metropolitan planning organization shall submit a sustainable communities strategy or an alternative planning strategy, if one has been adopted, to the ~~state board~~ *State Air Resources Board* for ~~review~~ *review and approval*, including the quantification of the *reductions of emissions of greenhouse gas emission reductions gases* the strategy would achieve and a description of the technical methodology used to obtain that result. Review by the ~~state board~~ *State Air Resources Board* shall ~~be limited to~~ *include* acceptance or rejection of the metropolitan planning organization's determination that the strategy submitted would, if implemented, achieve the greenhouse gas emission reduction targets established by the ~~state board~~ *State Air Resources Board*. The ~~state board~~ *State Air Resources Board* shall complete its review within ~~60~~ *180* days.

(iii) If the ~~state board~~ *State Air Resources Board* determines that the strategy submitted would not, if implemented, achieve the greenhouse gas emission reduction targets, the metropolitan

1 planning organization shall revise its strategy or adopt an
 2 alternative planning strategy, if not previously adopted, and submit
 3 the strategy for review pursuant to clause (ii). At a minimum, the
 4 metropolitan planning organization ~~must~~ *shall* obtain ~~state board~~
 5 *State Air Resources Board* acceptance that an alternative planning
 6 strategy would, if implemented, achieve the greenhouse gas
 7 emission reduction targets established for that region by the ~~state~~
 8 ~~board~~ *State Air Resources Board*.

9 (iv) On or before September 1, 2018, and every four years
 10 thereafter to align with target setting, notwithstanding Section
 11 10231.5, the ~~state board~~ *State Air Resources Board* shall prepare
 12 a report that assesses progress made by each metropolitan planning
 13 organization in meeting the regional greenhouse gas emission
 14 reduction targets set by the ~~state board~~ *State Air Resources Board*.
 15 The report shall include changes to *the emissions of* greenhouse
 16 ~~gas emissions~~ *gases* in each region and data-supported metrics for
 17 the strategies used to meet the targets. The report shall also include
 18 a discussion of best practices and the challenges faced by the
 19 metropolitan planning organizations in meeting the targets,
 20 including the effect of state policies and funding. The report shall
 21 be developed in consultation with the metropolitan planning
 22 organizations and affected stakeholders. The report shall be
 23 submitted to the Assembly Committee on Transportation and the
 24 Assembly Committee on Natural Resources, and to the Senate
 25 Committee on Transportation, the Senate Committee on Housing,
 26 and the Senate Committee on Environmental Quality.

27 (K) Neither a sustainable communities strategy nor an alternative
 28 planning strategy regulates the use of land, nor, except as provided
 29 by subparagraph (J), shall either one be subject to any state
 30 approval. ~~Nothing in a~~ A sustainable communities strategy ~~shall~~
 31 ~~be interpreted as superseding~~ *does not supersede* the exercise of
 32 the land use authority of cities and counties within the region.
 33 ~~Nothing in this~~ *This section shall be interpreted to does not* limit
 34 the ~~state board's~~ *State Air Resources Board's* authority under any
 35 other law. ~~Nothing in this~~ *This section shall be interpreted to does*
 36 *not* authorize the abrogation of any vested right whether created
 37 by statute or by common law. ~~Nothing in this~~ *This section shall*
 38 *does not* require a city's or county's land use policies and
 39 regulations, including its general plan, to be consistent with the
 40 regional transportation plan or an alternative planning strategy.

~~Nothing in this~~ This section ~~requires~~ *does not require* a metropolitan planning organization to approve a sustainable communities strategy that would be inconsistent with Part 450 of Title 23 of, or Part 93 of Title 40 of, the Code of Federal Regulations and any administrative guidance under those regulations. ~~Nothing in this~~ This section ~~relieves~~ *does not relieve* a public or private entity or any person from compliance with any other local, state, or federal law.

(L) ~~Nothing in this~~ This section ~~requires~~ *does not require* projects programmed for funding on or before December 31, 2011, to be subject to the provisions of this paragraph if they (i) are contained in the 2007 or 2009 Federal Statewide Transportation Improvement Program, (ii) are funded pursuant to the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Chapter 12.49 (commencing with Section 8879.20) of Division 1 of Title 2), or (iii) were specifically listed in a ballot measure before December 31, 2008, approving a sales tax increase for transportation projects. ~~Nothing in this~~ This section ~~shall~~ *does not* require a transportation sales tax authority to change the funding allocations approved by the voters for categories of transportation projects in a sales tax measure adopted before December 31, 2010. For purposes of this subparagraph, a transportation sales tax authority is a district, as defined in Section 7252 of the Revenue and Taxation Code, that is authorized to impose a sales tax for transportation purposes.

(M) A metropolitan planning organization, or a regional transportation planning agency not within a metropolitan planning organization, that is required to adopt a regional transportation plan not less than every five ~~years~~, *years* may elect to adopt the plan not less than every four years. This election shall be made by the board of directors of the metropolitan planning organization or regional transportation planning agency no later than June 1, 2009, or thereafter 54 months before the statutory deadline for the adoption of housing elements for the local jurisdictions within the region, after a public hearing at which comments are accepted from members of the public and representatives of cities and counties within the region covered by the metropolitan planning organization or regional transportation planning agency. Notice of the public hearing shall be given to the general public and by mail to cities and counties within the region no later than 30 days

1 before the date of the public hearing. Notice of election shall be
2 promptly given to the Department of Housing and Community
3 Development. The metropolitan planning organization or the
4 regional transportation planning agency shall complete its next
5 regional transportation plan within three years of the notice of
6 election.

7 (N) Two or more of the metropolitan planning organizations
8 for Fresno County, Kern County, Kings County, Madera County,
9 Merced County, San Joaquin County, Stanislaus County, and
10 Tulare County may work together to develop and adopt
11 multiregional goals and policies that may address interregional
12 land use, transportation, economic, air quality, and climate
13 relationships. The participating metropolitan planning organizations
14 may also develop a multiregional sustainable communities strategy,
15 to the extent consistent with federal law, or an alternative planning
16 strategy for adoption by the metropolitan planning organizations.
17 Each participating metropolitan planning organization shall
18 consider any adopted multiregional goals and policies in the
19 development of a sustainable communities strategy and, if
20 applicable, an alternative planning strategy for its region.

21 (3) An action element that describes the programs and actions
22 necessary to implement the plan and assigns implementation
23 responsibilities. The action element may describe all transportation
24 projects proposed for development during the 20-year or greater
25 life of the plan. The action element shall consider congestion
26 management programming activities carried out within the region.

27 (4) (A) A financial element that summarizes the cost of plan
28 implementation constrained by a realistic projection of available
29 revenues. The financial element shall also contain
30 recommendations for allocation of funds. A county transportation
31 commission created pursuant to the County Transportation
32 Commissions Act (Division 12 (commencing with Section 130000)
33 of the Public Utilities Code) shall be responsible for recommending
34 projects to be funded with regional improvement funds, if the
35 project is consistent with the regional transportation plan. The first
36 five years of the financial element shall be based on the five-year
37 estimate of funds developed pursuant to Section 14524. The
38 financial element may recommend the development of specified
39 new sources of revenue, consistent with the policy element and
40 action element.

1 (B) The financial element of transportation planning agencies
2 with populations that exceed 200,000 persons may include a project
3 cost breakdown for all projects proposed for development during
4 the 20-year life of the plan that includes total expenditures and
5 related percentages of total expenditures for all of the following:

- 6 (i) State highway expansion.
- 7 (ii) State highway rehabilitation, maintenance, and operations.
- 8 (iii) Local road and street expansion.
- 9 (iv) Local road and street rehabilitation, maintenance, and
10 operation.
- 11 (v) Mass transit, commuter rail, and intercity rail expansion.
- 12 (vi) Mass transit, commuter rail, and intercity rail rehabilitation,
13 maintenance, and operations.
- 14 (vii) Pedestrian and bicycle facilities.
- 15 (viii) Environmental enhancements and mitigation.
- 16 (ix) Research and planning.
- 17 (x) Other categories.

18 (C) The metropolitan planning organization or county
19 transportation agency, whichever entity is appropriate, shall
20 consider financial incentives for cities and counties that have
21 resource areas or farmland, as defined in Section 65080.01, for
22 the purposes of, for example, transportation investments for the
23 preservation and safety of the city street or county road system
24 and farm-to-market and interconnectivity transportation needs.
25 The metropolitan planning organization or county transportation
26 agency, whichever entity is appropriate, shall also consider
27 financial assistance for counties to address countywide service
28 responsibilities in counties that contribute toward the greenhouse
29 gas emission reduction targets by implementing policies for growth
30 to occur within their cities.

31 (c) Each transportation planning agency may also include other
32 factors of local significance as an element of the regional
33 transportation plan, including, but not limited to, issues of mobility
34 for specific sectors of the community, including, but not limited
35 to, senior citizens.

36 (d) (1) Except as otherwise provided in this subdivision, each
37 transportation planning agency shall adopt and submit, every four
38 years, an updated regional transportation plan to the California
39 Transportation Commission and the Department of Transportation.
40 A transportation planning agency located in a federally designated

1 air quality attainment area or that does not contain an urbanized
2 area may at its option adopt and submit a regional transportation
3 plan every five years. When applicable, the plan shall be consistent
4 with federal planning and programming requirements and shall
5 conform to the regional transportation plan guidelines adopted by
6 the California Transportation Commission. Before adoption of the
7 regional transportation plan, a public hearing shall be held after
8 the giving of notice of the hearing by publication in the affected
9 county or counties pursuant to Section 6061.

10 (2) (A) Notwithstanding subdivisions (b) and (c), and paragraph
11 (1), ~~inclusive~~, the regional transportation plan, sustainable
12 communities strategy, and environmental impact report adopted
13 by the San Diego Association of Governments on October 9, 2015,
14 shall remain in effect for all purposes, including for purposes of
15 consistency determinations and funding eligibility for the San
16 Diego Association of Governments and all other agencies relying
17 on those documents, until the San Diego Association of
18 Governments adopts its next update to its regional transportation
19 plan.

20 (B) The San Diego Association of Governments shall adopt and
21 submit its update to the 2015 regional transportation plan on or
22 before December 31, 2021.

23 (C) After the update described in subparagraph (B), the time
24 period for San Diego Association of Governments' updates to its
25 regional transportation plan shall be reset and shall be adopted and
26 submitted every four years.

27 (D) Notwithstanding clause (iv) of subparagraph (A) of
28 paragraph (2) of subdivision (b), the State Air Resources Board
29 shall not update the greenhouse gas emission reduction targets for
30 the region within the jurisdiction of the San Diego Association of
31 Governments before the adoption of the update to the regional
32 transportation plan pursuant to subparagraph (B).

33 (E) The update to the regional transportation plan adopted by
34 the San Diego Association of Governments on October 9, 2015,
35 which will be prepared and submitted to federal agencies for
36 purposes of compliance with federal laws applicable to regional
37 transportation plans and air quality conformity and which is due
38 in October 2019, shall not be considered a regional transportation
39 plan pursuant to this section and shall not constitute a project for
40 purposes of the California Environmental Quality Act (Division

1 13 (commencing with Section 21000) of the Public Resources
2 Code).

3 (F) In addition to meeting the other requirements to nominate
4 a project for funding through the Solutions for Congested Corridors
5 Program (Chapter 8.5 (commencing with Section 2390) of Division
6 3 of the Streets and Highways Code), the San Diego Association
7 of Governments, until December 31, 2021, shall only nominate
8 projects for funding through the Solutions for Congested Corridors
9 Program that are consistent with the eligibility requirements for
10 projects under any of the following programs:

11 (i) The Transit and Intercity Rail Capital Program (Part 2
12 (commencing with Section 75220) of Division 44 of the Public
13 Resources Code).

14 (ii) The Low Carbon Transit Operations Program (Part 3
15 (commencing with Section 75230) of Division 44 of the Public
16 Resources Code).

17 (iii) The Active Transportation Program (Chapter 8
18 (commencing with Section 2380) of Division 3 of the Streets and
19 Highways Code).

20 (G) Commencing January 1, 2020, and every two years
21 thereafter, the San Diego Association of Governments shall begin
22 developing an implementation report that tracks the implementation
23 of its most recently adopted sustainable communities strategy. The
24 report shall discuss the status of the implementation of the strategy
25 at the regional and local level, and any successes and barriers that
26 have occurred since the last report. The San Diego Association of
27 Governments shall submit the implementation report to the ~~state~~
28 ~~board~~ *State Air Resources Board* by including it in its sustainable
29 communities strategy implementation review pursuant to clause
30 (ii) of subparagraph (J) of paragraph (2) of subdivision (b).

31 ~~(e) This section shall become operative on January 1, 2023.~~

32 *SEC. 2. Section 2393 of the Streets and Highways Code is*
33 *amended to read:*

34 2393. A project nomination shall include documentation
35 regarding the quantitative and qualitative measures validating the
36 project's consistency with the policy objectives of the program as
37 set forth in this chapter. *A project nomination shall demonstrate*
38 *how the project would contribute to achieving the state's*
39 *greenhouse gas emission reduction targets.* In addition to being
40 included in a corridor plan, a nominated project shall also be

1 included in the region's regional transportation plan. Projects
2 within the boundaries of a metropolitan planning organization
3 ~~must~~ *shall* be included in an adopted regional transportation plan
4 that includes a sustainable communities strategy determined by
5 the State Air Resources Board to achieve the region's greenhouse
6 gas emissions reduction targets.

7 *SEC. 3. If the Commission on State Mandates determines that*
8 *this act contains costs mandated by the state, reimbursement to*
9 *local agencies and school districts for those costs shall be made*
10 *pursuant to Part 7 (commencing with Section 17500) of Division*
11 *4 of Title 2 of the Government Code.*

12 ~~SECTION 1. It is the intent of the Legislature to enact~~
13 ~~subsequent legislation that would require regional transportation~~
14 ~~agencies to prioritize and fund transportation projects, including~~
15 ~~those funded by a local sales tax measure, that significantly~~
16 ~~contribute towards the goals outlined in a region's sustainable~~
17 ~~communities strategy and the state's climate goals.~~

ATTACHMENT B

AMENDED IN ASSEMBLY MAY 25, 2023

AMENDED IN ASSEMBLY MARCH 16, 2023

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

ASSEMBLY BILL

No. 7

Introduced by Assembly Member Friedman

December 5, 2022

An act to *amend Section 65072 of*, and to add Section 13985 to the Government Code, relating to transportation.

LEGISLATIVE COUNSEL'S DIGEST

AB 7, as amended, Friedman. Transportation: *planning*: project selection processes.

~~Existing~~

(1) *Existing* law establishes within state government the Transportation Agency, which consists of the Department of the California Highway Patrol, the California Transportation Commission, the Department of Motor Vehicles, the Department of Transportation, the High-Speed Rail Authority, and the Board of Pilot Commissioners for the Bays of San Francisco, San Pablo, and Suisun. The agency is under the supervision of the Secretary of Transportation, who has the power of general supervision over each department within the agency. The secretary, among other duties, is charged with developing and reporting to the Governor on legislative, budgetary, and administrative programs to accomplish coordinated planning and policy formulation in matters of public interest, including transportation projects.

~~This bill would require, on and after January 1, 2025, the project selection process for each transportation project that would be funded, at least partially, from specified funding sources, including the State~~

Highway Account, the Road Maintenance and Rehabilitation Account, and the Trade Corridor Enhancement Account, to incorporate specified principles. The bill would require the agency, on or before January 1, 2026, and annually thereafter, to submit a report to the Legislature on how those transportation projects that were completed during the prior year incorporated those principles.

To the extent this bill would impose new duties on a local government, the bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

On and after January 1, 2025, and to the extent possible, feasible, applicable, and cost effective, this bill would require the agency, the Department of Transportation, and the California Transportation Commission to incorporate specified principles into their processes for project development, selection, and implementation.

(2) Existing law requires the Department of Transportation to prepare the California Transportation Plan for submission to the Governor and the Legislature, to complete the 3rd update to the plan by December 31, 2025, and to update the plan every 5 years thereafter, as a long-range planning document that incorporates various elements and is consistent with specified expressions of legislative intent.

This bill would require the California Transportation plan to include a financial element, as specified, and an analysis of how certain entities are achieving principles outlined in the Climate Action Plan for Transportation Infrastructure, the federal Infrastructure Investment and Jobs Act of 2021, and the federal Justice40 initiative.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: ~~yes~~no.

The people of the State of California do enact as follows:

- 1 *SECTION 1. The Legislature finds and declares all the*
- 2 *following:*
- 3 *(a) State transportation accounts for approximately*
- 4 *\$30,000,000,000 of spending between state and local funds, and*

1 contributes approximately 40 percent of the state's greenhouse
2 gas emissions.

3 (b) President Biden's Executive Order No. 14052 (E.O. 14052),
4 titled "Implementation of the Infrastructure Investment and Jobs
5 Act" (IIJA), says that the IIJA is "a once-in-a-generation
6 investment in our Nation's infrastructure and competitiveness."
7 E.O. 14052 also says that the programs and funding enabled
8 through IIJA will "help rebuild America's roads, bridges, and
9 rails; expand access to clean drinking water; work to ensure access
10 to high-speed internet throughout the Nation; tackle the climate
11 crisis; advance environmental justice; and invest in communities
12 that have too often been left behind" and that it will "accomplish
13 all of this while driving the creation of good-paying union jobs
14 and growing the economy sustainably and equitably for decades
15 to come."

16 (c) Effective implementation by the executive departments and
17 agencies with statutory responsibilities designated in the IIJA will
18 be critical to achieving these goals.

19 (d) It is the intent of the state to implement federal guidance
20 from the IIJA to the utmost and fullest extent in order for the state
21 to be competitive for future federal funding, and to improve the
22 lives of all Californians.

23 (e) Under Governor Gavin Newsom's Climate Action Plan for
24 Transportation Infrastructure (CAPTI), California is committed
25 to investing billions of discretionary transportation dollars to
26 combat and adapt to climate change while supporting other vital
27 state goals, including the economy, the environment, quality of
28 life, public health, high-quality resilient infrastructure, safety,
29 accessibility, and equity.

30 SEC. 2. Section 65072 of the Government Code is amended to
31 read:

32 65072. The California Transportation Plan shall include all of
33 the following:

34 (a) A policy element that describes the state's transportation
35 policies and system performance objectives. These policies and
36 objectives shall be consistent with legislative intent described in
37 Sections 14000, 14000.5, 14000.6, and 65088.

38 (b) A strategies element that shall incorporate the broad system
39 concepts and strategies synthesized from the adopted regional

1 transportation plans prepared pursuant to Section 65080. The
2 California Transportation Plan shall not be project specific.

3 *(c) A financial element that summarizes the full cost of the*
4 *implementation of the California Transportation Plan, a summary*
5 *of available revenues through the planning period, and an analysis*
6 *of what is feasible within the plan if constrained by a realistic*
7 *projection of available revenues. The financial element shall also*
8 *evaluate the feasibility of any policy assumptions or scenarios*
9 *included in the plan. The financial element may include a*
10 *discussion of tradeoffs within the plan considering financial*
11 *constraints.*

12 *(d) An analysis of how the Transportation Agency, Department*
13 *of Transportation, and California Transportation Commission are*
14 *achieving principles outlined in the Climate Action Plan for*
15 *Transportation Infrastructure, the federal Infrastructure Investment*
16 *and Jobs Act of 2021 (Public Law 117-58), and the federal*
17 *Justice40 initiative.*

18 ~~(e)~~

19 *(e) A recommendations element that includes economic forecasts*
20 *and recommendations to the Legislature and the Governor to*
21 *achieve the plan's broad system concepts, strategies, and*
22 *performance objectives.*

23 **SECTION 1.**

24 **SEC. 3.** Section 13985 is added to the Government Code, to
25 read:

26 13985. ~~(a) On and after January 1, 2025, the project selection~~
27 ~~process for each transportation project that would be funded, at~~
28 ~~least partially, from a funding source specified in subdivision (b)~~
29 ~~shall incorporate the principles specified in subdivision (e). to the~~
30 ~~extent possible, feasible, applicable, and cost effective, the~~
31 ~~Transportation Agency, Department of Transportation, and~~
32 ~~California Transportation Commission shall incorporate into their~~
33 ~~processes for project development, selection, and implementation~~
34 ~~all of the following principles:~~

35 ~~(b) This section shall only apply to a transportation project~~
36 ~~funded, at least partially, from one or more of the following~~
37 ~~sources:~~

38 ~~(1) The State Highway Account described in Section 182 of the~~
39 ~~Streets and Highways Code.~~

1 ~~(2) The Road Maintenance and Rehabilitation Account created~~
2 ~~pursuant to Section 2031 of the Streets and Highways Code.~~

3 ~~(3) A local transportation fund established by a county pursuant~~
4 ~~to Article 11 (commencing with Section 29530) of Chapter 2 of~~
5 ~~Division 3 of Title 3.~~

6 ~~(4) The Highway Safety, Traffic Reduction, Air Quality, and~~
7 ~~Port Security Fund of 2006 created pursuant to Section 8879.23.~~

8 ~~(5) The Highway Users Tax Account described in Section 2100~~
9 ~~of the Streets and Highways Code.~~

10 ~~(6) The Trade Corridor Enhancement Account created pursuant~~
11 ~~to Section 2192.4 of the Streets and Highways Code.~~

12 ~~(e) The following principles shall be incorporated into the~~
13 ~~project selection processes described in subdivision (a):~~

14 ~~(1)~~

15 ~~(a) Improving the condition, resilience, and safety of road and~~
16 ~~bridge assets consistent with asset management plans, including~~
17 ~~investing in preservation of those assets, consistent with Section~~
18 ~~119 of Title 23 of the United States Code.~~

19 ~~(2)~~

20 ~~(b) Promoting and improving safety for all road users,~~
21 ~~particularly vulnerable users, and supporting major actions and~~
22 ~~goals consistent with the federal Department of Transportation's~~
23 ~~January 2022 National Roadway Safety Strategy for safer people,~~
24 ~~safer roads, safer vehicles, safer speeds, and enhanced post-crash~~
25 ~~care, consistent with Section 148 of Title 23 of the United States~~
26 ~~Code.~~

27 ~~(3)~~

28 ~~(c) Supporting accelerated project delivery and an efficient~~
29 ~~environmental review process through the One Federal Decision~~
30 ~~framework and by continuing to coordinate with other federal~~
31 ~~partners to ensure that the benefits of projects are realized as soon~~
32 ~~as possible, consistent with Section 139 of Title 23 of the United~~
33 ~~States Code.~~

34 ~~(4)~~

35 ~~(d) Making streets and other transportation facilities accessible~~
36 ~~to all users and compliant with the Americans with Disabilities~~
37 ~~Act, consistent with Part 37 (commencing with Section 37.1) of~~
38 ~~Title 49 of the Code of Federal Regulations.~~

39 ~~(5)~~

(e) Addressing environmental impacts ranging from ~~storm water~~ stormwater runoff to the emissions of greenhouse gases, consistent with Sections 175 and 176 of Title 23 of the United States Code.

~~(6)~~

(f) Prioritizing infrastructure that is less vulnerable and more resilient to a changing climate, consistent with Sections 101, 119, 176, and 520 of Title 23 of the United States Code.

~~(7)~~

(g) Future-proofing transportation infrastructure by accommodating new and emerging technologies such as electric vehicle charging stations, renewable energy generation, and broadband deployment in transportation rights-of-way, consistent with Part 645 (commencing with Section 645.101) of Title 23 of the Code of Federal Regulations and Section 151 of Title 23 of the United States Code.

~~(8)~~

(h) Reconnecting communities and reflecting the inclusion of disadvantaged and underrepresented groups in the planning, project selection, and design process, consistent with Section 11509 of the federal Infrastructure Investment and Jobs Act (Public Law 117-58).

~~(d) (1) On or before January 1, 2026, and annually thereafter, the agency shall submit a report to the Legislature on how each transportation project described in subdivision (a) that was completed during the prior year incorporated the principles specified in subdivision (c).~~

~~(2) A report to be submitted pursuant to this subdivision shall be submitted in compliance with Section 9795.~~

(i) *Building toward an integrated, statewide rail and transit network, centered around the existing California State Rail Plan, that leverages the California Integrated Travel Project to provide seamless, affordable, multimodal travel options in all contexts, including suburban and rural settings, to all users.*

(j) *Investing in networks of safe and accessible bicycle and pedestrian infrastructure, particularly by closing gaps on portions of the state highway system that intersect local active transportation and transit networks or serve as small town or rural main streets, with a focus on investments in low-income and disadvantaged communities throughout the state.*

1 (k) Including investments in light, medium, and heavy-duty
2 zero-emission vehicle (ZEV) infrastructure as part of larger
3 transportation projects. Supporting the innovation in and
4 development of the ZEV market and help ensure ZEVs are
5 accessible to all, particularly to those in more rural or remote
6 communities.

7 (l) Strengthening our commitment to social and racial equity
8 by reducing public health and economic harms and maximizing
9 community benefits to disproportionately impacted disadvantaged
10 communities, low-income communities, and Black, Indigenous,
11 and People of Color (BIPOC) communities in urbanized and rural
12 regions, and involving these communities early in decisionmaking.
13 Investments should also avoid placing new or exacerbating existing
14 burdens on these communities, even if unintentional.

15 (m) Making safety improvements to reduce fatalities and severe
16 injuries of all users towards zero on our roadways, railways, and
17 transit systems by focusing on context-appropriate speeds,
18 prioritizing vulnerable user safety to support mode shift, designing
19 roadways to accommodate for potential human error and injury
20 tolerances, and ultimately implementing a safe systems approach.

21 (n) Assessing physical climate risk as standard practice for
22 transportation infrastructure projects to enable informed
23 decisionmaking, especially in communities that are most vulnerable
24 to climate-related health and safety risks.

25 (o) Promoting projects that do not significantly increase
26 passenger vehicle travel, particularly in congested urbanized
27 settings where other mobility options can be provided and where
28 projects are shown to induce significant auto travel. These projects
29 should generally aim to reduce vehicle miles traveled (VMT) and
30 not induce significant VMT growth. When addressing congestion,
31 consider alternatives to highway capacity expansion, such as
32 providing multimodal options in the corridor, employing pricing
33 strategies, and using technology to optimize operations.

34 (p) Promoting compact infill development while protecting
35 residents and businesses from displacement by funding
36 transportation projects that support housing for low-income
37 residents near job centers, provide walkable communities, and
38 address affordability to reduce the housing-transportation cost
39 burden and auto trips.

1 (q) *Developing a zero-emission freight transportation system*
2 *that avoids and mitigates environmental justice impacts, reduces*
3 *criteria and toxic air pollutants, improves freight's economic*
4 *competitiveness and efficiency, and integrates multimodal design*
5 *and planning into infrastructure development on freight corridors.*

6 (r) *Protecting natural and working lands from conversion to*
7 *more intensified uses and enhance biodiversity by supporting local*
8 *and regional conservation planning that focuses development*
9 *where it already exists and aligns transportation investments with*
10 *conservation priorities to reduce transportation's impact on the*
11 *natural environment.*

12 ~~SEC. 2. If the Commission on State Mandates determines that~~
13 ~~this act contains costs mandated by the state, reimbursement to~~
14 ~~local agencies and school districts for those costs shall be made~~
15 ~~pursuant to Part 7 (commencing with Section 17500) of Division~~
16 ~~4 of Title 2 of the Government Code.~~

Minute Action

AGENDA ITEM: 38

Date: July 5, 2023

Subject:

State Legislative Update

Recommendation:

Receive and file the June 2023 State Legislative Update.

Background:

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with representatives from state advocates, California Advisors, LLC, updated the Legislative Policy Committee on June 14, 2023, on State legislative deadlines and Fiscal Year 2023-2024 budget negotiations.

Legislative Session

June 2, 2023, marked the house of origin deadline, which means legislation needed to be out of the house in which it was introduced. The week leading up to the deadline had several lengthy floor sessions in both houses to pass the nearly 3,000 bills before the Legislature. Once they passed this first deadline the bills will swap houses and begin their policy hearings beginning in early June 2023.

May 18, 2023 was the Appropriations Suspense hearing in both the Senate and the Assembly. Most bills with a cost to the State are referred to the “suspense list” in each house. In total, both committees heard a combined 1,171 bills that day. 860 bills were passed and 311 of those bills were held in committee and will not advance this year.

State Budget

Additionally, there were several budget subcommittee hearings in preparation for the Governor’s May Revise. The budget committees have been reviewing the Governor’s new proposal and are starting to shape their own budgets. The final budget must be passed by the Legislature by June 15, 2023.

On May 12, 2023, the Governor released his May Revision for budget year 2023-24. The Governor now projects budget year General Fund expenditures of \$224.1 billion, available resources of \$233.2 billion (prior year balance, revenues and transfers), and \$3.8 billion in the Special Fund for Economic Uncertainties (SFEU), the State’s general budget reserve. The May Revision reflects \$37.2 billion in budgetary reserves. These reserves include: \$22.3 billion in the Proposition 2 Budget Stabilization Account (Rainy Day Fund) for fiscal emergencies; \$10.7 billion in the Public School System Stabilization Account; \$450 million in the Safety Net Reserve; and \$3.8 billion in the State’s operating reserve.

Across the prior year, current year, and budget year, the available General Fund resources have decreased by approximately \$8.4 billion as compared to the Governor’s January budget proposal. After accounting for transfers and adjustments, the additional budget shortfall identified in the May Revision is \$9.3 billion and when combined with January estimates, the total shortfall is projected to be \$31.5 billion. This shortfall is driven by underperformance in revenue estimates

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

Board of Directors Agenda Item

July 5, 2023

Page 2

from the 2022-23 Budget Act related to personal income tax and recent inflationary trends and dampened economic indicators.

The May Revision includes:

- **Transportation Infrastructure Package:** The May Revision maintains \$11.6 billion, which is the same level of funding that was proposed in January. Specifically, this includes \$5.65 billion for transit and rail infrastructure; \$4.2 billion for the High-Speed Rail Authority to continue building the 119-mile Central Valley Segment; \$1.4 billion for Active Transportation Program projects, the Highways to Boulevards Pilot, and bicycle and pedestrian safety projects; \$350 million for grade separation projects.
- **Supply Chain and Goods Movement Package:** The May Revision maintains \$1.2 billion for projects that improve goods movement on rail and roadways at port terminals but shifts \$150 million from the General Fund to the State Highway Account.
- **Motor Vehicle Account:** The May Revision projects that the Motor Vehicle Account (MVA) will be insolvent at the end of 2024-25. The Administration is exploring potential revenue and expenditure solutions for the fund. The May Revision proposes to revert \$104.7 million of Department of Motor Vehicles' (DMV) multi-year General Fund appropriation for REAL ID workload and other operational improvements, given the shift of the federal REAL ID enforcement date from May 2023 to May 2025.
- **Department of Transportation:** The May Revision includes \$39 million and 143 positions for the Capital Outlay Support Program project delivery workload.

Attachment A contains a list of legislative bills that the SBCTA/San Bernardino Associated Governments (SBCOG) have taken a position on. Attachment B reflects bills of interest to SBCTA and SBCOG.

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was received by the Legislative Policy Committee on June 14, 2023.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - June 2023

ATTACHMENT A

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 400 (Rubio)	Would remove the sunset date on the use of the design-build procurement process by local agencies on specified infrastructure projects.	Passed out of Assembly and referred to Senate Committee on Governance and Finance. (5/31/23)	Support	4/12/2023
SB 617 (Newman)	Would allow transportation agencies the use of the progressive design-build procurement process on capital projects.	Passed out of Senate and referred to Assembly Local Government Committee. (5/11/23)	Support	4/12/2023
SB 706 (Caballero)	Would allow local agencies, such as cities, counties and special districts, the use of the progressive design-build procurement process on non-water related public works projects in excess of \$5 million.	Passed out of Senate and referred to Assembly Local Government Committee. (5/4/23)	Support	4/12/2023

Attachment: Bill position matrix 6-23 (9719 : State Legislative Update)

Status Report

Monday, June 05, 2023

ATTACHMENT P

AB 6 Friedman D (Dist. 44) Transportation planning: regional transportation plans: Solutions for Congested Corridors Program: reduction of greenhouse gas emissions.**Location:** SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law requires that each regional transportation plan also include a sustainable communities strategy prepared by each metropolitan planning organization in order to, among other things, achieve certain targets established by the State Air Resources Board for the reduction of greenhouse gas emissions from automobiles and light trucks in the region for 2020 and 2035, respectively. This bill would require the state board, after January 1, 2024, and not later than September 30, 2026, to establish additional targets for 2035 and 2045, respectively, as specified.

Position: Watch**AB 7 Friedman D (Dist. 44) Transportation: planning: project selection processes.****Location:** SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law establishes within state government the Transportation Agency, which consists of the Department of the California Highway Patrol, the California Transportation Commission, the Department of Motor Vehicles, the Department of Transportation, the High-Speed Rail Authority, and the Board of Pilot Commissioners for the Bays of San Francisco, San Pablo, and Suisun. The agency is under the supervision of the Secretary of Transportation. The secretary, among other duties, is charged with developing and reporting to the Governor on legislative, budgetary, and administrative programs to accomplish coordinated planning and policy formulation in matters of public interest, including transportation projects. On and after January 1, 2025, and to the extent possible, feasible, applicable, and cost effective, this bill would require the agency, the Department of Transportation, and the California Transportation Commission to incorporate specified principles into their processes for project development, selection, and implementation.

Position: Watch**AB 9 Muratsuchi D (Dist. 66) Greenhouse gases: market-based compliance mechanism.****Location:** ASSEMBLY INACTIVE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The California Global Warming Solutions Act of 2006 authorizes the State Air Resources Board to include the use of market-based compliance mechanisms in regulating greenhouse gas emissions. The act requires the state board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. This bill would require the state board to initiate a regulatory process to evaluate potential updates to the market-based compliance mechanism, and would require regulatory changes to take effect no later than January 1, 2025. The bill would require the evaluation to focus on specified items, including whether the supply of emission allowances and carbon offsets are consistent with a linear trajectory toward the statewide greenhouse gas emissions reduction goal established in the state board's most recent scoping plan, rules for banking allowances to use for future compliance and recommendations made by the Independent Emissions Market Advisory Committee and the state board's environmental justice advisory committee. The bill would require the state board, beginning January 1, 2028, and subsequently on a triennial basis, as specified, and in consultation with the Independent Emissions Market Advisory Committee and the environmental justice advisory committee, to conduct an evaluation of the market-based

compliance mechanism, as provided.

Position: Watch

AB 11 Jackson D (Dist. 60) Milton Marks “Little Hoover” Commission on California State Government Organization and Economy.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Milton Marks “Little Hoover” Commission on California State Government Organization and Economy (the commission) for the purpose of securing assistance for the Governor and itself in promoting economy, efficiency, and improved service in the transaction of the public business, as specified, and in making the operation of all state departments, agencies, and instrumentalities, and all expenditures of public funds, more directly responsive to the wishes of the people as expressed by their elected representatives through various means. Existing law declares that the availability of housing is of vital statewide importance. Current law declares that the provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government. Current law declares that housing prices in California have risen dramatically in all parts of the state in the past decade, while the wealth gap, especially the racial wealth gap, continues to be a growing problem in California. This bill would require the commission to study the causes and effects of the rising cost of living in California and develop solutions toward making California a more affordable place to live, as specified. The bill would require the commission to meet quarterly, as specified. The bill would require the commission to complete 2 reports describing the commission’s findings and recommendations, as specified. The bill would repeal these provisions as of January 1, 2027.

AB 16 Dixon R (Dist. 72) Motor Vehicle Fuel Tax Law: adjustment suspension.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Motor Vehicle Fuel Tax Law, administered by the California Department of Tax and Fee Administration, imposes a tax upon each gallon of motor vehicle fuel removed from a refinery or terminal rack in this state, entered into this state, or sold in this state, at a specified rate per gallon. Existing law requires the department to adjust the tax on July 1 each year by a percentage amount equal to the increase in the California Consumer Price Index, as calculated by the Department of Finance. Article XIX of the California Constitution restricts the expenditure of revenues from the Motor Vehicle Fuel Tax, Diesel Fuel Tax Law, and other taxes imposed by the state on fuels used in motor vehicles upon public streets and highways to street and highway and certain mass transit purposes. This bill would authorize the Governor to suspend an adjustment to the motor vehicle fuel tax, as described above, scheduled on or after July 1, 2024, upon making a determination that increasing the rate would impose an undue burden on low-income and middle-class families. The bill would require the Governor to notify the Legislature of an intent to suspend the rate adjustment on or before January 10 of that year, and would require the Department of Finance to submit to the Legislature a proposal by January 10 that would maintain the same level of funding for transportation purposes as would have been generated had the scheduled adjustment not been suspended.

AB 31 Carrillo, Juan D (Dist. 39) Public transit: funding.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides various sources of funding for capital and operating expenses of public transit systems and intercity rail in the state. This bill would state the intent of the Legislature to enact subsequent legislation that would appropriate funds for the development and operation of a privately run public transit system connecting the Victor Valley and the Antelope Valley in southern California.

AB 49 Soria D (Dist. 27) Affordable housing.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would express the intent of the Legislature to enact legislation that would increase the supply of affordable housing and reduce homelessness.

AB 53 Fong, Vince R (Dist. 32) Motor Vehicle Fuel Tax Law: suspension of tax.**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require that all savings realized based on the suspension of the motor vehicle fuels tax by a person other than an end consumer, as defined, be passed on to the end consumer, and would make the violation of this requirement an unfair business practice, in violation of unfair competition laws, as provided. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise applied to the transaction.

AB 68 Ward D (Dist. 78) Land use: streamlined housing approvals: density, subdivision, and utility approvals.**Location:** ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require a local government to approve a proposed housing development pursuant to a streamlined, ministerial approval process if the development meets certain objective planning standards, including, but not limited to, a requirement that the proposed parcel for the development be a climate-smart parcel, as described, or be included in the applicable region's sustainable communities strategy as a priority development area. The bill would set forth procedures for approving these developments and would set forth various limitations for these developments. The bill would authorize the Department of Housing and Community Development to review, adopt, amend, and repeal guidelines, rules, and regulations to implement uniform standards or criteria that supplement or clarify the terms, references, or standards set forth by this process.

AB 69 Waldron R (Dist. 75) Transportation: traffic signal synchronization: roadway improvement projects.**Location:** ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The State Air Resources Board is required to adopt a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by 2030, and to adopt rules and regulations in an open public process to achieve the maximum, technologically feasible, and cost-effective greenhouse gas emissions reductions. The act authorizes the state board to include the use of market-based compliance mechanisms. Existing law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund and to be available upon appropriation. Current law requires the Department of Finance, in consultation with the state board and any other relevant state agency, to develop, as specified, a 3-year investment plan for the moneys deposited in the Greenhouse Gas Reduction Fund. Current law authorizes moneys in the fund to be allocated, as specified, for an investment in a traffic signal synchronization component that is part of a sustainable infrastructure project if the component is designed and implemented to achieve cost-effective reductions in greenhouse gas emissions and includes specific emissions reduction targets and metrics to evaluate the project's

effect. This bill would additionally authorize moneys in the fund to be allocated for an investment in a traffic synchronization component that is part of a roadway improvement project requiring multiple signals, including, but not limited to, multimodal redevelopment projects, rail trail projects, urban renewal projects, or a project near transit facilities, if the component is designed and implemented to achieve cost-effective reductions in greenhouse gas emissions and includes specific emissions reduction targets and metrics to evaluate the project's effect.

AB 96 Kalra D (Dist. 25) Public employment: local public transit agencies: autonomous transit vehicle technology.

Location: SENATE L., P.E. & R.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require a public transit employer, at least 10 months before beginning a procurement process to acquire or deploy any autonomous transit vehicle technology for public transit services that would eliminate job functions or jobs of a workforce, to provide written notice to the exclusive employee representative of the workforce affected by the autonomous transit vehicle technology of its determination to begin that procurement process. The bill would require the public transit employer and exclusive employee representative, upon written request by the exclusive employee representative, to commence collective bargaining within a specified time period on certain subjects, including creating plans to train and prepare the affected workforce to fill new positions created by the autonomous transit vehicle technology.

AB 241 Reyes D (Dist. 50) Air quality programs: funding.

Location: ASSEMBLY THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates the Enhanced Fleet Modernization Program to provide compensation for the retirement and replacement of passenger vehicles and light-duty and medium-duty trucks that are high polluters. Current law requires the Bureau of Automotive Repair to administer the program and the State Air Resources Board to adopt the guidelines for the program. Current law requires the guidelines to ensure vehicle replacement or a mobility option be an option for all motor vehicle owners and may be in addition to compensation for vehicles retired. Current law creates the Enhanced Fleet Modernization Subaccount in the High Polluter Repair or Removal Account and makes available, upon appropriation, all moneys in the account to establish, implement, and administer the program. This bill would require the guidelines to ensure each replacement vehicle in the program be either a plug-in hybrid or zero-emission vehicle unless the state board makes a specified determination in consultation with the State Energy Resources Conservation and Development Commission, as specified

AB 250 Rodriguez D (Dist. 53) State highways: State Route 83: reduction.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the California Transportation Commission to relinquish to local agencies state highway segments that have been deleted from the state highway system by legislative enactment or have been superseded by relocation, and in certain other cases. Current law designates State Route 83 from Route 71 to Route 10 near the City of Upland. Current law authorizes the commission to relinquish to the City of Ontario all or a portion of State Route 83 within the city's jurisdiction and prescribes conditions that apply upon relinquishment. This bill would authorize the commission to additionally relinquish to the City of Chino all or a portion of State Route 83 within the city's jurisdiction and prescribe conditions that apply upon relinquishment.

AB 287 Garcia D (Dist. 36) California Global Warming Solutions Act of 2006: Greenhouse Gas Reduction Fund: competitive grant programs: funding objectives.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	38.b
	1st House				2nd House								

Current law requires the moneys from the Greenhouse Gas Reduction Fund to be used to facilitate the achievement of reductions of greenhouse gas emissions consistent with the California Global Warming Solutions Act of 2006 and where applicable and to the extent feasible, to maximize economic, environmental, and public health benefits to the state, among other goals. This bill, beginning July 1, 2025, would require state agencies administering competitive grant programs that allocate moneys from the fund to give specified communities preferential points during grant application scoring for programs intended to improve air quality, to provide for a specified application timeline, and to allow applicants from the Counties of Imperial and San Diego to include daytime population numbers in grant applications.

AB 295 Fong, Vince R (Dist. 32) Department of Transportation: maintenance projects.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Transportation to expedite roadside maintenance for specified projects related to roadside maintenance and the removal and clearing of material, as provided. The bill would also authorize local governmental entities, fire protection districts, fire safe councils, and tribal entities to notify the department of those projects related to roadside maintenance and the removal and clearing of material that have not been completed in an efficient and timely manner if the continued failure to complete these projects poses a clear and imminent danger, as provided. The bill would require the Division of Maintenance to begin the maintenance project within 90 days of being notified.

AB 316 Aguiar-Curry D (Dist. 4) Vehicles: autonomous vehicles.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require a manufacturer of an autonomous vehicle to report to the Department of Motor Vehicles a collision on a public road that involved one of its autonomous vehicles with a gross vehicle weight of 10,001 pounds or more that is operating under a testing permit that resulted in damage of property, bodily injury, or death within 10 days of the collision.

AB 340 Fong, Vince R (Dist. 32) California Environmental Quality Act: grounds for noncompliance.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) prohibits an action or proceeding from being brought in a court to challenge the approval of a project by a public agency unless the alleged grounds for noncompliance are presented to the public agency orally or in writing by a person during the public comment period provided by CEQA or before the close of the public hearing on the project before the issuance of the notice of determination. This bill would require the alleged grounds for noncompliance with CEQA presented to the public agency in writing be presented at least 10 days before the public hearing on the project before the issuance of the notice of determination. The bill would prohibit the inclusion of written comments presented to the public agency after that time period in the record of proceedings and would prohibit those documents from serving as basis on which an action or proceeding may be brought.

AB 354 Nguyen, Stephanie D (Dist. 10) Sacramento Regional Transit District: board of directors: membership.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	38.b
	1st House				2nd House								

Current law authorizes the formation of the Sacramento Regional Transit District with various powers and duties with respect to transportation planning, programming, construction, and operations. Current law vests the government of the district in a board of directors and prescribes procedures for increasing the number of members of the board of directors, including authorizing each member entity to make one appointment to the board, as specified. This bill would authorize the City of Elk Grove to instead appoint 2 members to the board, as specified.

AB 382 Cervantes D (Dist. 58) High-occupancy vehicle lanes: County of Riverside.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a regional transportation agency, in cooperation with the Department of Transportation, to apply to the California Transportation Commission to develop and operate high-occupancy toll (HOT) lanes, including administration and operation of a value pricing program and exclusive or preferential lane facilities for public transit. Current law authorizes a value pricing and transit program involving HOT lanes to be developed and operated on State Highway Route 15 in the County of Riverside by the Riverside County Transportation Commission. Current law requires the Department of Transportation to report to the transportation policy committees of the Legislature, on or before January 1, 2020, on the feasibility and appropriateness of limiting the use of high-occupancy vehicle lanes to high-occupancy vehicles and eligible vehicles, as defined, only during the hours of heavy commuter traffic on both State Route 91 between Interstate 15 and Interstate 215 in the County of Riverside, and State Route 60 in the County of Riverside. Separate from that report, this bill would require the Transportation Agency, on or before January 1, 2025, to report to the transportation policy committees of the Legislature on that same topic and on the feasibility and appropriateness of removing from high-occupancy vehicle lanes in the County of Riverside, except for certain high-occupancy toll lanes, any double parallel solid lines to restrict the entrance into or exit from those lanes, including the use of the appropriate markings and signage.

Position: Watch

AB 400 Rubio, Blanca D (Dist. 48) Local agency design-build projects: authorization.

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes local agencies, as defined, to use the design-build procurement process for specified types of projects, as prescribed. Current law, among other requirements for the design-build procurement process, requires specified information submitted by a design-build entity to be certified under penalty of perjury. These provisions authorizing the use of the design-build procurement process are repealed on January 1, 2025. This bill would extend the repeal date to January 1, 2031. By extending the design-build authorization, the bill would expand the crime of perjury, thereby imposing a state-mandated local program.

Position: Support

AB 411 Bennett D (Dist. 38) California Recreational Trails and Greenways Act.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Parks and Recreation to establish the California Recreational Trails and Greenways Program to, beginning in 2024, award competitive grants on a biennial basis for new, expanded, or improved public access opportunities through nonmotorized recreational trail creation, improvement, enhancement, and restoration projects. The bill would create the California Recreational Trails and Greenways Fund in the State Treasury, and would require that specified moneys, including, to the extent consistent with Proposition 68,

Attachment: Bill Report 6-5-23 (9719 : State Legislative Update)

unexpended Proposition 68 moneys that revert to the administering agency for allocation, upon appropriation by the Legislature, be deposited into the fund and, upon appropriation by the Legislature, be available for allocation by the department for purposes of the program, as specified. In order to reduce the financial burdens associated with frontloaded cost structures and match requirements, the bill would authorize the department to create a loan or grant process for advanced payment and match assistance to reduce barriers to participation in the program.

AB 413 Lee D (Dist. 24) Vehicles: stopping, standing, and parking.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law prohibits the stopping, standing, or parking of a vehicle in certain places and under certain conditions, including within an intersection, on a sidewalk or crosswalk, or in front of a fire station. Current law additionally authorizes local jurisdictions to, by ordinance, restrict parking in certain areas, at certain times, and for certain reasons, and to establish metered parking. This bill would prohibit the stopping, standing, or parking of a vehicle within 20 feet of any unmarked or marked crosswalk, as specified.

AB 463 Hart D (Dist. 37) Electricity: prioritization of service: public transit vehicles.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law requires the Public Utilities Commission to establish priorities among the types or categories of customers of every electrical corporation and every gas corporation, and among the uses of electricity or gas by those customers, to determine which of those customers and uses provide the most important public benefits and serve the greatest public need, and to categorize all other customers and uses in order of descending priority based on these standards. Current law requires the commission, in establishing those priorities, to consider, among other things, the economic, social, and other effects of a temporary discontinuance in electrical or gas service to certain customers or for certain uses, as specified. If an electrical or gas corporation experiences a shortage of capacity or capability and is unable to meet all demands by its customers, existing law requires the commission to order that service be temporarily reduced by an amount that reflects the established priorities for the duration of the shortage. This bill would require the commission, in establishing those priorities, to also consider the economic, social equity, and mobility impacts of a temporary discontinuance in electrical service to the customers that rely on electrical service to operate public transit vehicles.

AB 480 Ting D (Dist. 19) Surplus land.

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law prescribes requirements for the disposal of surplus land by a local agency, as defined, and requires, except as provided, a local agency disposing of surplus land to comply with certain notice requirements before disposing of the land or participating in negotiations to dispose of the land with a prospective transferee, particularly that the local agency send a notice of availability to specified entities that have notified the Department of Housing and Community Development of their interest in surplus land, as specified. Under current law, if the local agency receives a notice of interest, the local agency is required to engage in good faith negotiations with the entity desiring to purchase or lease the surplus land. Current law requires a local agency to take formal action in a regular public meeting to declare land is surplus and is not necessary for the agency's use and to declare land as either "surplus land" or "exempt surplus land," as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency's policies or procedures. This bill would recast that provision and would exempt a local agency, in specified instances, from making a declaration at a public meeting for land that is "exempt surplus land" if the local agency identifies the land in a notice that is published and available for public comment at

least 30 days before the exemption takes effect.

AB 557 Hart D (Dist. 37) Open meetings: local agencies: teleconferences.

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The Ralph M. Brown Act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. Current law, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with those specified teleconferencing requirements in specified circumstances when a declared state of emergency is in effect, or in other situations related to public health, as specified. If there is a continuing state of emergency, or if state or local officials have imposed or recommended measures to promote social distancing, current law requires a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures. Current law requires a legislative body that holds a teleconferenced meeting under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option. Current law prohibits a legislative body that holds a teleconferenced meeting under these abbreviated teleconferencing procedures from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. This bill would extend the above-described abbreviated teleconferencing provisions when a declared state of emergency is in effect, or in other situations related to public health, as specified, indefinitely.

AB 591 Gabriel D (Dist. 46) Electric vehicle service equipment: connectors and public accessibility.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would require that any electric vehicle service equipment that is capable of charging a light-duty electric vehicle and is installed or substantially retrofitted, as defined, except for private use at a single-family residence or multifamily residence, include a universal connector, as defined, and be publicly accessible. The bill would require an owner or operator of CHAdeMO electric vehicle service equipment, as defined, that is in operation on January 1, 2024, except where it is located at a single-family residence or multifamily residence and is only for private use, to maintain the CHAdeMO electric vehicle service equipment in good working condition until at least January 1, 2029.

AB 610 Holden D (Dist. 41) Student Transit Pass Pilot Program: free student transit passes.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Upon the appropriation of moneys by the Legislature, this bill would create the Student Transit Pass Pilot Program, administered by the Department of Transportation, for purposes of awarding grants to transit agencies for the costs of creating, designing, developing, advertising, distributing, and implementing free student transit passes to persons attending public educational institutions, and persons 18 years of age or younger, providing free transit service to holders of those passes, and administering and participating in the program, as specified. The bill would authorize a

transit agency to submit a grant application in partnership with one or more public educational institutions and also authorize grant funds to be used to create a new fare free student transit pass program or to maintain, subsidize, or expand an existing fare free student transit pass program, as provided. The bill would authorize a transit agency with an existing fare free program that enables a person 18 years of age or younger to use a transit agency's bus and rail services without paying any additional fare or charge to submit an application without a public educational institution partner, as provided. The bill would require the department to submit a report to specified committees of the Legislature on or before January 1, 2027, on, among other things, the outcomes of the program and the funding conditions associated with offering free student transit passes, the status of transit pass programs statewide, and whether these provisions led to reductions in the emissions of greenhouse gases and vehicle miles traveled, as provided. The bill would repeal its provisions as of January 1, 2028.

AB 627 Jackson D (Dist. 60) Heavy-duty trucks: grant program: operating requirements.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, commencing on January 1, 2035, and except as specifically exempted, prohibit the operation of a heavy-duty diesel-fueled vehicle, as defined, within the city limits of any city identified by the State Air Resources Board as containing a disadvantaged community and meeting specified air pollution criteria with respect to diesel particulate matter, as specified. A violation of this prohibition, as a provision within the Vehicle Code, would be punishable as an infraction. By expanding the scope of an existing crime, the bill would impose a state-mandated local program.

Position: Watch

AB 673 Bennett D (Dist. 38) Hydrogen-fueling stations: preference.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, except for the Clean Transportation Program and moneys allocated from the Alternative and Renewable Fuel and Vehicle Technology Fund, require the State Energy Resources Conservation Development Commission, when considering providing funding for projects for the construction and operation of hydrogen-fueling medium- and heavy-duty stations, to evaluate whether the project needs to also include access for light-duty vehicles. In this evaluation, the bill would require the commission to consider safety, regional light-duty vehicle hydrogen fueling needs, and the station fueling capacity.

AB 744 Carrillo, Juan D (Dist. 39) California Transportation Commission: data, modeling, and analytic software tools procurement.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Upon the appropriation of funds by the Legislature, this bill would require the California Transportation Commission to acquire public domain or procure commercially available or open-source licensed data, modeling, and analytic software tools to support the state's sustainable transportation, congestion management, affordable housing, efficient land use, air quality, and climate change strategies and goals. The bill would require the commission to provide access to the data, modeling, and analytic software tools to state and local agencies, as specified. This bill would authorize the commission to provide a direct allocation of funding to local agencies for the above purposes, and would require state and local agencies that receive the funds or access to data, modeling, and analytic software tools to submit reports to the commission no later than February 1, 2026, regarding their use of the data, modeling, and analytic software tools. The bill would require the commission, based on those reports, to submit a report to the Legislature no later than December 1, 2026, regarding the use of the data, modeling, and analytic software tools by state and local agencies.

AB 756 Papan D (Dist. 21) Department of Transportation: contaminated stormwater runoff: salmon and

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Transportation, in consultation with the State Water Resources Control Board, the Department of Toxic Substances Control, and the Department of Fish and Wildlife, to develop a programmatic environmental review process to prevent 6PPD and 6PPD-quinone from entering salmon and steelhead trout bearing surface waters of the state. The bill would require the department's 6PPD and 6PPD-quinone programmatic environmental review process to include, among other specified components, a pilot project at a particular highway crossing over the San Mateo Creek to study the effectiveness and cost effectiveness of installing and maintaining bioretention and biofiltration comparatively along department rights-of-way to eliminate the discharge of 6PPD and 6PPD-quinone into surface waters of the state, as specified. The bill would require, no later than December 31, 2026, the Director of Transportation to submit a report to the Legislature describing the department's strategy to eliminate the discharge of 6PPD and 6PPD-quinone by the department to all salmon and steelhead trout bearing surface waters of the state.

AB 761 Friedman D (Dist. 44) Transit Transformation Task Force.**Location:** SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Under current law, the Transportation Agency is under the supervision of an executive officer known as the Secretary of Transportation, who is required to develop and report to the Governor on legislative, budgetary, and administrative programs to accomplish comprehensive, long-range, and coordinated planning and policy formulation in the matters of public interest related to the agency. Current law provides for the funding of public transit, including under the Transportation Development Act. This bill would require the secretary, on or before July 1, 2024, to establish and convene the Transit Transformation Task Force to include representatives from the department, the Controller's office, various local agencies, academic institutions, nongovernmental organizations, and other stakeholders. The bill would require the task force to develop a structured, coordinated process for early engagement of all parties to develop policies to grow transit ridership and improve the transit experience for all users of those services. The bill would require the secretary, in consultation with the task force, to prepare and submit a report of findings based on the task force's efforts to the appropriate policy and fiscal committees of the Legislature on or before January 1, 2025. The bill would require the report to include a detailed analysis of specified issues and recommendations on specified topics.

Position: Watch**AB 776 Holden D (Dist. 41) Route 210.****Location:** SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Transportation, through the erection of highway signs and appropriate markers, to provide recognition of the historical and cultural importance of the California Indian tribes local to, or historically located in, the Counties of Los Angeles and San Bernardino. The bill would require the department to work with certain entities, including, but not limited to, California Indian tribes local to, or historically located along, Route 210 to name Route 210 and to identify appropriate locations for signs to recognize tribal lands along Route 210 in the Counties of Los Angeles and San Bernardino. The bill would require the department to erect those signs and other appropriate markers at the appropriate locations on Route 210. The bill would specify that Route 210 shall be known and designated as the Southern California Native American Freeway or by the name developed by the department with the specified entities.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing in certain circumstances related to the particular member if at least a quorum of its members participate from a singular physical location that is open to the public and situated within the agency's jurisdiction and other requirements are met, including restrictions on remote participation by a member of the legislative body. This bill would authorize a subsidiary body, as defined, to use alternative teleconferencing provisions similar to the emergency provisions indefinitely and without regard to a state of emergency. In order to use teleconferencing pursuant to the Ralph M. Brown Act, the bill would require the legislative body that established the subsidiary body by charter, ordinance, resolution, or other formal action to make specified findings by majority vote, before the subsidiary body uses teleconferencing for the first time and every 12 months thereafter.

AB 823 Schiavo D (Dist. 40) Clean Transportation Program: eligible projects.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Clean Transportation Program, administered by the State Energy Resources Conservation and Development Commission, to provide funding, upon appropriation by the Legislature, to certain entities to develop and deploy innovative technologies that transform California's fuel and vehicle types to help attain the state's climate change policies. Current law requires the commission to give preference to those projects that maximize the goals of the program based on specified criteria and to fund specified eligible projects, including, among others, alternative and renewable fuel infrastructure, fueling stations, and equipment. This bill would expand the list of eligible projects to include, among other things, roadway integrated fueling and parking surface integrated fueling projects.

AB 849 Garcia D (Dist. 36) Community emissions reduction programs.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the State Air Resources Board to prepare, and to update at least once every 5 years, a statewide strategy to reduce emissions of toxic air contaminants and criteria air pollutants in communities affected by a high cumulative exposure burden. Current law requires the state board to include in the statewide strategy, among other components, an assessment and identification of communities with high cumulative exposure burdens for toxic air contaminants and criteria air pollutants, prioritizing disadvantaged communities and sensitive receptor locations based on specified factors. Current law requires the state board, based on the assessment and identification of communities with high cumulative exposure burdens, to select locations around the state for preparation of community emissions reduction programs. Current law requires an air district encompassing any location selected by the state board to adopt, in consultation with the state board, within one year of the state board's selection, a community emissions reduction program to achieve emissions reductions for the location selected using cost-effective measures, as specified. Current law also requires an air district to submit the community emissions reduction program to the state board for review and approval as prescribed. Current law requires the air district and the state board to implement and enforce the measures in the community emissions reduction program consistent with their respective authority. This bill would additionally require the air district, in adopting a community emissions reduction program, to consult with other relevant state agencies. By imposing additional duties on air districts, this bill would impose a state-mandated local program.

AB 902 Rodriguez D (Dist. 53) Ambulances: fee and toll exemptions.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the owner or operator of a toll facility, upon the request of the local emergency service provider, to enter into an agreement for the use of a toll facility. This bill would clarify that the owner or operator of toll facility is required to enter into an agreement for the use of a toll facility upon the request of a private or public local emergency service provider.

AB 930 Friedman D (Dist. 44) Local government: Reinvestment in Infrastructure for a Sustainable and Equitable California (RISE) districts.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes certain local agencies to form a community revitalization authority within a community revitalization and investment area, as defined, and authorizes an authority to, among other things, provide for low- and moderate-income housing and issue bonds, as provided. Current law authorizes a community revitalization and investment plan to provide for the division of taxes within the plan area. This bill would authorize the legislative bodies of 2 or more cities or counties to jointly form a Reinvestment in Infrastructure for a Sustainable and Equitable California district (RISE district) in accordance with specified procedures. The bill would authorize a special district to join a RISE district, by resolution, as specified.

AB 980 Friedman D (Dist. 44) Active Transportation Program: report.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Active Transportation Program in the Department of Transportation for the purpose of encouraging increased use of active modes of transportation, such as biking and walking. Current law requires the California Transportation Commission to develop guidelines and project selection criteria for the program and authorizes the commission to amend the adopted guidelines after conducting at least one public hearing. This bill would require an applicant that receives funding under the program for a project to, within one year of completing the project, submit a report to the commission describing how the project met active transportation goals.

AB 981 Friedman D (Dist. 44) State highways: pilot highway maintenance and rehabilitation demonstration projects.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Transportation, beginning in 2025 and ending in 2032, to use cold in-place recycling or partial depth recycling, as defined, on at least 12 projects each year. The bill would require the department, beginning in 2027 and ending in 2032, to use full depth recycling, as defined, on at least 5 projects each year. The bill would require the department to submit an annual report to the Legislature regarding these projects. The bill would repeal its provisions on January 1, 2034.

AB 1000 Reyes D (Dist. 50) Qualifying logistics use projects.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law sets forth various requirements relating to the review of development project permit applications and the issuance of development permits for specified classes of development projects. This bill would

prohibit a local agency from approving the development or expansion of any qualifying logistics use, as defined, within 1,000 feet of sensitive receptors, as defined, except as provided. The bill would authorize a local agency to approve the development or expansion of a qualifying logistics use greater than 750 feet from a sensitive receptor and within 1,000 feet of a sensitive receptor only if the local agency takes certain actions, including, among other things, conducting a cumulative analysis of the air quality impacts of the warehouse development project, as specified. The bill would require a local agency, upon receipt of an application for a warehouse development project, to take certain actions, including posting information on its internet website that is easily accessible and easily understandable by the public, as specified. The bill would require the lead agency to conduct at least one scoping meeting at a location within one mile of the project site, except as provided.

Position: Watch

AB 1008 Bauer-Kahan D (Dist. 16) The Western Joshua Tree Conservation Act.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The California Endangered Species Act requires the Fish and Game Commission (commission) to establish a list of endangered species and a list of threatened species and to add or remove species from either list if it finds, upon the receipt of sufficient scientific information, as specified, that the action is warranted. The act prohibits the taking of an endangered or threatened species, except in certain situations. Under the act, the Department of Fish and Wildlife may authorize the taking of listed species pursuant to an incidental take permit if the taking is incidental to an otherwise lawful activity, the impacts are minimized and fully mitigated, and the issuance of the permit would not jeopardize the continued existence of the species. A violation of the provisions of the Fish and Game Code is a crime. This bill, the Western Joshua Tree Conservation Act, would prohibit any person or public agency from importing into the state, exporting out of the state, or taking, possessing, purchasing, or selling within the state, a western Joshua tree or any part or product of the tree, except as provided pursuant to existing law or by paying a specified fee.

Position: Watch

AB 1052 McCarty D (Dist. 6) Sacramento Regional Transit District: taxes.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law authorizes the Sacramento Regional Transit District to levy or collect a property tax within any city or the unincorporated area, or any part thereof, in the district, upon the approval by a 2/3 vote of the electorate, as provided. Current law authorizes the board of directors of the district to adopt a retail transactions and use tax ordinance, subject to the approval of 2/3 of the electors at a special election. This bill would revise and recast those provisions related to the imposition of property taxes and retail transactions and use taxes by the district, by, among other things, explicitly authorizing the district to impose a property tax or retail transactions and use tax in the entirety of, or a portion of, the incorporated and unincorporated territory. If the tax only applies to a portion of an area of the district, the bill would require the incorporated area of each city and of contiguous cities within the district to be either wholly included within or wholly excluded from that portion that is taxed and would require the entire unincorporated area of the district to be either wholly included within or wholly excluded from that portion that is taxed.

AB 1168 Bennett D (Dist. 38) Emergency medical services (EMS): prehospital EMS.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law requires a county to enter into a written agreement with a city or fire district that contracted for or

provided prehospital EMS as of June 1, 1980. Current law requires, until that written agreement is reached, prehospital EMS to be continued at not less than the existing level and the administration of prehospital EMS by cities and fire districts contracting for or providing those services as of June 1, 1980, to be retained by those cities and fire districts. This bill would require a city or fire district to retain its authorities regarding, and the administration of, prehospital EMS if it provided, as of June 1, 1980, prehospital EMS through a joint powers agreement with a county and ceased to contract for, provide, or administer prehospital EMS as a result of a judicial finding, as specified, or if it is, as of January 1, 2024, providing prehospital EMS pursuant to statute and enters a joint powers agreement with a county for joint exercise of powers regarding prehospital EMS. The bill would state the Legislature's intent to clarify the effect of joint powers agreements regarding prehospital EMS on specified rights, obligations, and authorities, to reduce disruptions to EMS systems, and to abrogate contrary judicial holdings.

AB 1333 Ward D (Dist. 78) Residential real property: bundled sales.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law prescribes various requirements to be satisfied before the exercise of a power of sale under a mortgage or deed of trust and prescribes a procedure for the exercise of that power. Current law, until January 1, 2031, for purposes of the exercise of a power of sale, prohibits a trustee from bundling properties for the purpose of sale, instead requiring each property to be bid on separately, unless the deed of trust or mortgage provides otherwise. Current law also prohibits specified institutions that, during their immediately preceding annual reporting period, as established with their primary regulator, foreclosed on 175 or more residential real properties, containing no more than 4 dwelling units, from conducting a sale of 2 or more parcels of real property containing one to 4 residential dwelling units, inclusive, at least 2 of which have been acquired through foreclosure under a mortgage or deed of trust. This bill would prohibit a developer of residential one to 4 dwelling units, inclusive, from conducting a sale of 2 or more parcels of real property containing one to 4 residential dwelling units, inclusive, if the occupancy permit was issued on or after January 1, 2024.

AB 1335 Zbur D (Dist. 51) Local government: transportation planning and land use: sustainable communities strategy.

Location: SENATE HOUSING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires specified designated transportation planning agencies to prepare and adopt a regional transportation plan directed at achieving a coordinated and balanced regional transportation system, as described. Current law requires the plan to include specified information, including a sustainable communities strategy prepared by each metropolitan planning organization, and requires each transportation planning agency to adopt and submit, every 4 years, an updated plan to the California Transportation Commission and the Department of Transportation. Current law requires the sustainable communities strategy to include specified information, including an identification of areas within the region sufficient to house all the population of the region over the course of the planning period of the regional transportation plan, as specified, and an identification of areas within the region sufficient to house an 8-year projection of the regional housing need for the region, as specified. This bill would additionally require each metropolitan planning organization to include in the sustainable communities strategy the total number of new housing units necessary to house all the population of the region over the course of the planning period of the regional transportation plan, calculated as specified and except as provided, and the total number of new housing units necessary to house the above-described 8-year projection, as specified.

AB 1348 Grayson D (Dist. 15) State government: Controller: claims audits.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law, the Government Claims Act, generally requires the presentation of all claims for money or damages against local public entities and the state. Existing law provides for the presentation of a claim for which appropriations have been made, or for which state funds are available, under that act to the Controller, in the form and manner prescribed by the general rules and regulations adopted by the Department of General Services. Existing law, with specified exceptions, prohibits the Controller from drawing a warrant for any claim until it has been audited in conformity with law and the general rules and regulations adopted by the Department of General Services governing the presentation and audit of claims. This bill would authorize the Controller to conduct, unless prohibited by the provisions of a state ballot proposition passed by the electorate, financial and compliance audits at the Controller's office deems as necessary for purposes of ensuring that any expenditures, regardless of the source or fund from which the warrants for claims are drawn, are expended in a manner consistent with the law and the voters' intent. The bill would also authorize the Controller to conduct any audits necessary to carry out their constitutional and statutory duties and responsibilities under the law. The bill would require, if an audit is conducted as specified, the Controller to provide a report with specified information from these audits to the Legislature by June 30 following the completion of the audit and would require the Controller to allow all auditees in the report a reasonable period of time to review and comment on the section of the report relating to the auditee, as described. The bill would make related legislative findings and declarations.

AB 1385 Garcia D (Dist. 36) Riverside County Transportation Commission: transaction and use tax.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Riverside County Transportation Commission to impose a transactions and use tax for transportation purposes subject to approval of the voters, which, pursuant to the California Constitution, requires approval of 2/3 of the voters. Current law limits the commission to a 1% maximum tax rate, and requires the commission's tax or taxes to be levied at a rate divisible by 1/4%, unless a different rate is specifically authorized by statute. This bill would raise the maximum tax rate the commission may impose from 1% to 1.5%. This bill would make legislative findings and declarations as to the necessity of a special statute for the County of Riverside.

Position: Watch

AB 1525 Bonta D (Dist. 18) Transportation projects: priority populations.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the agency, the Department of Transportation, and the California Transportation Commission, on or before July 1, 2025, to jointly develop and adopt criteria and an evaluation process for purposes of jointly evaluating each agency, Department of Transportation, or California Transportation Commission project, as defined to, among other things, determine if the project would be located in a priority population, address an important need of a priority population, and provide a direct, meaningful, and assured benefit to a priority population, as specified. The bill would require the agency, the Department of Transportation, and the California Transportation Commission on and after July 1, 2025, to jointly evaluate all new proposed projects by the criteria, and, on or before July 1, 2026, and annually thereafter, to jointly submit a report to the Legislature that evaluates how projects funded during the prior year impacted priority populations, as specified.

Position: Watch

AB 1550 Bennett D (Dist. 38) Green hydrogen.

Location: ASSEMBLY INACTIVE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require, on and after January 1, 2045, that all hydrogen produced and used in California for the generation of electricity or fueling of vehicles be green hydrogen, as defined, in furtherance of the state's policy to achieve net zero greenhouse gas emissions as soon as possible, but no later than 2045. The bill would require the State Air Resources Board, in consultation with the Public Utilities Commission and the State Energy Resources Conservation and Development Commission, to develop interim targets to ensure the state achieves that requirement. Because a violation of a state board regulation implementing this requirement would be a crime, the bill would impose a state-mandated local program.

AB 1609 Garcia D (Dist. 36) Air pollution: motor vehicle registration: pollution reduction.

Location: ASSEMBLY APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires a registration fee to be paid to the Department of Motor Vehicles for the registration of each vehicle or trailer coach of a type subject to registration under the Vehicle Code, except those vehicles that are expressly exempted from the payment of registration fees. Current law, until January 1, 2024, increases vehicle registration fees by \$3 and requires revenues from those fees to be used, upon appropriation by the Legislature, for programs to reduce air pollution from motor vehicles. This bill would impose an additional annual \$4 charge on each motor vehicle registered in the state except those vehicles that are expressly exempted from the payment of registration fees, thereby imposing a tax. The bill would require the department to collect the charge and deposit revenues from the charge in the Air Quality Improvement Fee Fund, which the bill would create. The bill would continuously appropriate the revenues in the fund to the department for distribution to air pollution control districts and air quality management districts based upon the amount of the charges collected from motor vehicles registered within each air district, thereby creating an appropriation. The bill would require these revenues to be used for the reduction of air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies, as specified, or for the attainment or maintenance of state or federal ambient air quality standards or the reduction of toxic air contaminant emissions from motor vehicles.

Position: Watch

AB 1626 McCarty D (Dist. 6) Transportation electrification: fleet data.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the State Energy Resources Conservation and Development Commission (Energy Commission), in collaboration with the State Air Resources Board, the Public Utilities Commission, and other relevant stakeholders, to annually gather from state agencies, as provided, specified entities' fleet data for on-road and off-road vehicles in the medium- and heavy-duty sectors, including information that would allow an electrical corporation or local publicly owned electric utility to estimate the total anticipated charging capacity at each fleet location, and share that data with electrical corporations and local publicly owned electric utilities to help inform electrical grid planning efforts, as specified. Current law prohibits electrical corporations and local publicly owned electric utilities from disclosing that data to third parties. This bill would require the Energy Commission to also gather information that would allow relevant state agencies to estimate the total anticipated hydrogen fueling demand at each fleet location.

AB 1637 Irwin D (Dist. 42) Local government: internet websites and email addresses.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Constitution authorizes cities and counties to make and enforce within their limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws and further authorizes cities organize

under a charter to make and enforce all ordinances and regulations in respect to municipal affairs, which shall be subject to the inconsistent general laws. This bill, no later than January 1, 2027, would require a local agency, as defined, that maintains an internet website for use by the public to ensure that the internet website utilizes a “.gov” top-level domain or a “.ca.gov” second-level domain and would require a local agency that maintains an internet website that is noncompliant with that requirement to redirect that internet website to a domain name that does utilize a “.gov” or “.ca.gov” domain. This bill, no later than January 1, 2027, would also require a local agency that maintains public email addresses to ensure that each email address provided to its employees utilizes a “.gov” domain name or a “.ca.gov” domain name. By adding to the duties of local officials, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.

AB 1654 Addis D (Dist. 30) City streets and highways.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law authorizes the legislative body of a city to do any and all things necessary to lay out, acquire, and construct a section or portion of a street or highway within its jurisdiction as a freeway and to make an existing street or highway a freeway. This bill would make nonsubstantive changes to this provision.

AB 1702 Hart D (Dist. 37) Active Transportation Program.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Active Transportation Program in the Department of Transportation for purposes of encouraging increased use of active modes of transportation, such as biking and walking. This bill would make nonsubstantive changes to that provision.

AB 1711 Carrillo, Juan D (Dist. 39) Energy: hydrogen: Clean Energy Equity Act.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would enact the Clean Energy Equity Act and would require the State Energy Resources Conservation and Development Commission to equitably allocate moneys appropriated by the Legislature for hydrogen-fueling infrastructure to specifically prioritize rural communities and low-income communities. The bill would require the commission and the State Air Resources Board, except as provided, to jointly review and submit a report to the Legislature on the progress toward establishing hydrogen-fueling infrastructure that is equally accessible to all communities, especially rural communities and low-income communities.

AB 1748 Ramos D (Dist. 45) Logistics use projects: sensitive receptors.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would prohibit the County of Riverside, the County of San Bernardino, and any of the cities, joint powers authorities, or agencies with land use authority within those counties from approving the development or expansion of any logistics use, as defined, that is adjacent to sensitive receptors, as defined, unless the local agency imposes certain requirements, as specified, including a minimum setback on the logistics use of 300 feet if the logistics use consists of 400,000 or more square feet of building space, including, but not limited to, warehouses. By imposing new requirements on local agencies, the bill would impose a state-mandated local program.

Position: Watch

ABX1 2 Fong, Vince R (Dist. 32) Motor Vehicle Fuel Tax Law: suspension of tax.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require that all savings realized based on the suspension of the motor vehicle fuels tax by a person other than an end consumer, as defined, be passed on to the end consumer, and would make the violation of this requirement an unfair business practice, in violation of unfair competition laws, as provided. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise applied to the transaction.

ACA 1 **Aguiar-Curry D (Dist. 4) Local government financing: affordable housing and public infrastructure voter approval.**

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements. The measure would specify that these provisions apply to any city, county, city and county, or special district measure imposing an ad valorem tax to pay the interest and redemption charges on bonded indebtedness for these purposes that is submitted at the same election as this measure.

Position: Watch

SB 4 **Wiener D (Dist. 11) Planning and zoning: housing development: higher education institutions and religious institutions.**

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a housing element. That law allows a development proponent to submit an application for a development that is subject to a specified streamlined, ministerial approval process not subject to a conditional use permit, if the development satisfies certain objective planning standards. This bill would require that a housing development project be a use by right upon the request of an applicant who submits an application for streamlined approval, on any land owned by an independent institution of higher education or religious institution on or before January 1, 2024, if the development satisfies specified criteria, including that the development is not adjoined to any site where more than one-third of the square footage on the site is dedicated to industrial use. The bill would define various terms for these purposes.

SB 5 **Nguyen R (Dist. 36) Motor Vehicle Fuel Tax Law: limitation on adjustment.**

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Motor Vehicle Fuel Tax Law, administered by the California Department of Tax and Fee Administration, imposes a tax upon each gallon of motor vehicle fuel removed from a refinery or terminal rack in this state, entered into this state, or sold in this state, at a specified rate per gallon. Current law requires the department to annually

adjust the tax imposed by increasing the rates based on the California Consumer Price Index, as specified. would limit the above-described annual adjustment to a maximum of 2% for rate adjustments made on or after July 1, 2023. This bill contains other related provisions.

SB 7 Blakespear D (Dist. 38) The Homeless Housing Obligation Act.

Location: SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would, by January 1, 2030, require each city and county to provide housing opportunities, as defined, for homeless individuals within its jurisdiction, based on their most recent point-in-time count. The bill would require each city and county to develop a housing obligation plan that describes how the city or county plans to increase housing opportunities in its jurisdiction so that it can offer at least one housing opportunity to each homeless individual, as specified. In this regard, the bill would require a housing obligation plan to include, among other things, goals and plans to fulfill the city or county's housing obligation, including specific projects and completion timelines, and the city or county's progress in reducing the number of homeless individuals in its jurisdiction. The bill would require a housing obligation plan to identify steps taken by the city or county to consult with other jurisdictions to ensure that the plan is consistent with regional homelessness planning efforts. The bill would require a city or county to submit its housing obligation plan to the Department of Housing and Community Development for review and post the plan to its internet website by January 1, 2025. The bill would require a city or county to update its housing obligation plan on or before January 1 of each subsequent year.

SB 12 Stern D (Dist. 27) California Global Warming Solutions Act of 2006: emissions limit.

Location: SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Under the California Global Warming Solutions Act of 2006, the State Air Resources Board is required to approve a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by no later than December 31, 2030. Under the act, a violation of a rule, regulation, order, emission limitation, emission reduction measure, or other measure adopted by the state board under the act is a crime. This bill instead would require the state board to ensure that statewide greenhouse gas emissions are reduced to at least 55% below the 1990 level by no later than December 31, 2030.

Position: Watch

SB 20 Rubio D (Dist. 22) Joint powers agreements: regional housing trusts.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The Joint Exercise of Powers Act specifically authorizes the creation of the Orange County Housing Finance Trust and the San Gabriel Valley Regional Housing Trust, both joint powers authorities, for the purpose of funding housing to assist the homeless population and persons and families of extremely low, very low, and low income within their respective regions, as specified. This bill would authorize 2 or more local agencies, as defined, to create a regional housing trust for the purpose of funding housing to assist the homeless population and persons and families of extremely low, very low, and low income within their jurisdictions by entering into a joint powers agreement pursuant to the Joint Exercise of Powers Act. The bill would also authorize a federally recognized tribal government to enter into the joint powers agreement. The bill would require a regional housing trust created pursuant to these provisions to be governed by a board of directors consisting of a minimum of 5 directors, as specified. The bill would authorize a regional housing trust to fund the planning, construction, and acquisition of housing, receive public and private financing and funds, and authorize and issue bonds, as specified. The bill would require the joint powers agreement

establishing the regional housing trust to incorporate specified annual financial reporting and auditing requirements.

SB 32 Jones R (Dist. 40) Motor vehicle fuel tax: greenhouse gas reduction programs: suspension.

Location: SENATE E.Q.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Global Warming Solutions Act of 2006 requires the state board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the State Air Resources Board has adopted the Low Carbon Fuel Standard regulations. The act authorizes the state board to include in its regulation of those emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. This bill would suspend the Low Carbon Fuel Standard regulations for one year. The bill would also exempt suppliers of transportation fuels from regulations for the use of market-based compliance mechanisms for one year.

SB 84 Gonzalez D (Dist. 33) Air quality programs: funding.

Location: SENATE INACTIVE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates the Enhanced Fleet Modernization Program to provide compensation for the retirement and replacement of passenger vehicles and light-duty and medium-duty trucks that are high polluters. Existing law requires the Bureau of Automotive Repair to administer the program and the State Air Resources Board to adopt the guidelines for the program. Current law requires the guidelines to ensure vehicle replacement or a mobility option be an option for all motor vehicle owners and may be in addition to compensation for vehicles retired. Current law creates the Enhanced Fleet Modernization Subaccount in the High Polluter Repair or Removal Account and makes available, upon appropriation, all moneys in the account to establish, implement, and administer the program. This bill would require the guidelines to ensure each replacement vehicle in the program be either a plug-in hybrid or zero-emission vehicle unless the state board makes a specified determination in consultation with the State Energy Resources Conservation and Development Commission, as specified.

Position: Watch

SB 229 Umberg D (Dist. 34) Surplus land: disposal of property: violations: public meeting.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law prescribes requirements for the disposal of land determined to be surplus land by a local agency. Those requirements include a requirement that a local agency, before disposing of a property or participating in negotiation to dispose of that property with a prospective transferee, send a written notice of availability of the property to specified entities, depending on the property's intended use, and send specified information in regard to the disposal of the parcel of surplus land to the Department of Housing and Community Development. Current law, among other enforcement provisions, makes a local agency that disposes of land in violation of these disposal provisions, after receiving notification of violation from the department, liable for a penalty of 30% of the final sale price of the land sold in violation for a first violation and 50% for any subsequent violation. Under current law, except as specified, a local agency has 60 days to cure or correct an alleged violation before an enforcement action may be brought. This bill would require a local agency that has received a notification of violation from the department to hold an open and public session to review and consider the substance of the notice of violation. The bill would require the local agency's governing body to provide prescribed notice no later than 14 days before the public session.

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt regulations to require the reporting and verification of statewide greenhouse gas emissions and to monitor and enforce compliance with the act. The act requires the state board to make available, and update at least annually, on its internet website the emissions of greenhouse gases, criteria pollutants, and toxic air contaminants for each facility that reports to the state board, as provided. This bill would require the state board, on or before January 1, 2025, to develop and adopt regulations requiring specified partnerships, corporations, limited liability companies, and other business entities with total annual revenues in excess of \$1,000,000,000 and that do business in California, defined as “reporting entities,” to publicly disclose to the emissions reporting organization, as defined, and verify, starting in 2026 on a date to be determined by the state board, and annually thereafter, their greenhouse gas emissions, categorized as scope 1, 2, and 3 emissions, as defined, from the specified calendar year, as provided. The bill would require the state board, on or before January 1, 2030, to review, and update as necessary, these deadlines to evaluate trends in scope 3 emissions reporting and to consider changes to the deadlines, as provided.

SB 304 Laird D (Dist. 17) Monterey-Salinas Transit District: public contracting.**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates the Monterey-Salinas Transit District to include all of the County of Monterey, with specified powers and duties related to public transit service. Existing law requires the district to award contracts for the purchase of supplies, equipment, and materials in excess of \$100,000 to the lowest responsible bidder, or to the responsible bidder that provides the best value, as provided. Current law requires the district to obtain a minimum of 3 quotations, as provided, that permit prices and terms to be compared, whenever the expected expenditure required for the purchase of supplies, equipment, or materials exceeds \$2,500 but does not exceed \$100,000. This bill would increase to \$150,000 the monetary threshold for contracts above which the district is required to award contracts to the lowest responsible bidder, or to the responsible bidder that provides the best value, as provided.

Position: Watch**SB 312 Wiener D (Dist. 11) State highways: true warm mix asphalt.****Location:** SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Department of Transportation to construct, improve, and maintain state highways. Existing law authorizes the department to provide for the payment of extra compensation to a contractor on a road project, as a bonus for completion prior to the specified time. Until January 1, 2029, this bill would require the department to also provide for the payment of extra compensation, as specified, to a contractor on a road project, as a bonus for using true warm mix asphalt, as defined by this bill. The bill would require the department to submit specified reports to the Legislature on certain findings related to true warm mix asphalt.

SB 405 Cortese D (Dist. 15) Planning and zoning: housing element: inventory of sites: regional housing need.**Location:** SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires each county and each city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes specified

mandatory elements, including a housing element. Current law also establishes a planning agency in each city and each county with the powers necessary to carry out the Planning and Zoning Law. Current law requires the housing element to include, among other things, an inventory of land suitable and available for residential development. For a housing element or amendment adopted on or after January 1, 2021, existing law requires the planning agency to submit to the Department of Housing and Community Development an electronic copy of its inventory, as specified. Existing law requires a county or city to submit each revision or amendment of its housing element to the department promptly following adoption of the revision or amendment and requires the department, within 90 days, to review the adopted housing element or amendment and report its findings to the planning agency. This bill would expand the requirement to submit an electronic copy of the above-described inventory to the department to additionally require the planning agency to submit a housing element or amendment prepared on or after January 1, 2021.

SB 411 **Portantino D (Dist. 25) Open meetings: teleconferences: neighborhood councils.**

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. This bill, until January 1, 2028, would authorize an eligible legislative body to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if the city council has adopted an authorizing resolution and 2/3 of an eligible legislative body votes to use the alternate teleconferencing provisions. The bill would define “eligible legislative body” for this purpose to mean a neighborhood council that is an advisory body with the purpose to promote more citizen participation in government and make government more responsive to local needs that is established pursuant to the charter of a city with a population of more than 3,000,000 people that is subject to the act.

Position: Watch

SB 493 **Min D (Dist. 37) Air pollution: alternative vehicles and electric and hydrogen infrastructure.**

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law requires the State Energy Resources Conservation and Development Commission, in consultation with the State Air Resources Board and the Public Utilities Commission (PUC), to prepare a statewide assessment of fuel cell electric vehicle fueling infrastructure and fuel production needed to support the adoption of zero-emission trucks, buses, and off-road vehicles at levels necessary for the state to meet the goals and requirements of Executive Order No. N-79-20 and any state board regulatory action that requires or allows zero-emission vehicles in the heavy-duty vehicle and off-road sectors. Current law also requires the Energy Commission, working with the state board and the PUC, to prepare a statewide assessment of the electric vehicle charging infrastructure needed to support the levels of electric vehicle adoption required for the state to meet its goals of putting at least 5,000,000 zero-emission vehicles on California roads by 2030, and of reducing emissions of greenhouse gases to 40% below 1990 levels by 2030. This bill would require the assessment of the fuel cell electric vehicle fueling infrastructure and fuel production to additionally include an assessment of storage and transport facilities, and the assessment of the electric vehicle charging infrastructure to additionally include electric system infrastructure and electric generation. The bill would expand the scope of the latter assessment to include the electric vehicle charging infrastructure, electric system infrastructure, and electric generation needed for the state to meet the goals of Executive Order No.

N-79-20 and any state board regulatory action that requires or allows zero-emission vehicles in the heavy-vehicle and off-road sectors. The bill would require both assessments to identify any barriers to the deployment of hydrogen infrastructure and any barriers to the deployment of electric infrastructure, respectively, for medium- and heavy-duty fleets and recommendations for addressing those barriers.

SB 517 Gonzalez D (Dist. 33) Economic development: movement of freight.

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law authorizes GO-Biz to undertake various activities relating to economic development, including the provision of prescribed information. Current law requires the Transportation Agency to prepare a state freight plan that provides a comprehensive plan to govern the immediate and long-range planning activities and capital investments of the state with respect to the movement of freight. This bill would authorize GO-Biz to serve as the coordinating entity to steer the growth, competitiveness, and sustainability for freight and the supply chain across the state and to promote and assess the continued economic vitality, economic competitiveness, and sustainability of the freight sector. The bill would also authorize GO-Biz to provide freight and supply chain economic competitiveness information.

SB 523 Laird D (Dist. 17) Santa Cruz Metropolitan Transit District.

Location: SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law authorizes the formation of the Santa Cruz Metropolitan Transit District, with specified powers and duties related to the operation of public transit services serving the County of Santa Cruz. Current law authorizes the board of directors of the district to establish a retirement system for the officers and employees of the district. Current law authorizes the board of directors of the district to create a retirement board, to administer the retirement system, of not more than 5 members, as specified. This bill would authorize the retirement board to instead have not more than 7 members.

SB 537 Becker D (Dist. 13) Open meetings: multijurisdictional, cross-county agencies: teleconferences.

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law, under the Ralph M. Brown Act, requires that, during a teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. Current law, until January 1, 2024, authorizes the legislative body of a local agency to use alternate teleconferencing provisions during a proclaimed state of emergency or in other situations related to public health that exempt a legislative body from the general requirements (emergency provisions) and impose different requirements for notice, agenda, and public participation, as prescribed. The emergency provisions specify that they do not require a legislative body to provide a physical location from which the public may attend or comment. Current law until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing in certain circumstances related to the particular member if at least a quorum of its members participate from a singular physical location that is open to the public and situated within the agency's jurisdiction and other requirements are met, including restrictions on remote participation by a member of the legislative body. These circumstances include if a member shows "just cause," including for a childcare or caregiving need of a relative that requires the member to participate remotely. This bill would expand the circumstances of "just cause" to apply to the situation in which an immunocompromised child, parent, grandparent, or other specified relative requires the member to participate remotely.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Department of Transportation and provides that the Director of Transportation shall perform all duties, exercise all powers and jurisdiction, assume and discharge all responsibilities, and carry out and effect all purposes vested by law in the department, except as otherwise provided by law. This bill would require the director to appoint a Chief Advisor on Bicycling and Active Transportation, to serve as the department's primary advisor on all issues related to bicycle transportation, safety, and infrastructure, as specified.

SB 563 **Archuleta D (Dist. 30) Air pollution control districts and air quality management districts: dependent and independent special districts: funding.**

Location: SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides for the establishment of air pollution control districts and air quality management districts. Current law declares a district a body corporate and politic and a public agency of the state, and prescribes the general powers and duties of a district. Current law authorizes a district to receive funding from specified sources, including, but not limited to, grants, permit fees, and penalties. Current law also defines dependent special districts and independent special districts for purposes of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. This bill would designate a district as a special district for purposes of receiving state funds or funds disbursed by the state, including federal funds.

SB 614 **Blakespear D (Dist. 38) Transportation Development Act.**

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Mills-Alquist-Deddeh Act, also known as the Transportation Development Act, provides for funding of local public transit systems throughout the state, as provided. The act makes legislative findings and declarations in that regard. This bill would make nonsubstantive changes to the legislative findings and declarations of the act.

SB 617 **Newman D (Dist. 29) Public contracts: progressive design-build: local and regional agencies.**

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2029, authorizes local agencies, defined as any city, county, city and county, or special district authorized by law to provide for the production, storage, supply, treatment, or distribution of any water from any source, to use the progressive design-build process for up to 15 public works projects in excess of \$5,000,000 for each project. Current law defines "progressive design-build" as a project delivery process in which both the design and construction of a project are procured from a single entity that is selected through a qualifications-based selection at the earliest feasible stage of the project. Current law requires the selected entity and its general partners or joint venture members to verify specified information under penalty of perjury. This bill would additionally authorize a transit district, municipal operator, consolidated agency, joint powers authority, regional transportation agency, or local or regional agency, as described, to use the progressive design-build process.

Position: Support

SB 649 **Hurtado D (Dist. 16) California Endangered Species Act: incidental take permits.**

Location: SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	C	38.b
	1st House				2nd House								

The California Endangered Species Act requires the Department of Fish and Wildlife to adopt regulations for issuance of incidental take permits. Existing law prohibits the department from issuing an incidental take permit if issuance of the permit would jeopardize the continued existence of the species. Existing law requires the department to make this determination based on the best scientific and other information that is reasonably available, and to include consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. This bill would require the department to make that decision based on a real-time monitoring system, rather than a calendar-based schedule, and to additionally consider the proximity of the species relative to the operation of a facility subject to the permit conditions and the known location of the population relative to the facility subject to the permit.

SB 663 Archuleta D (Dist. 30) California Renewables Portfolio Standard Program: renewable hydrogen.

Location: SENATE INACTIVE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the California Renewables Portfolio Standard Program, which requires the Public Utilities Commission to implement annual procurement targets for the procurement of eligible renewable energy resources, which is defined as an electrical generating facility that meets the definition of "renewable electrical generation facility" subject to certain conditions, for all retail sellers, as defined, and requires local publicly owned electric utilities to adopt and implement a renewable energy resources procurement plan to achieve the targets and goals of the program. This bill would include a facility that uses renewable hydrogen, as defined, meeting certain requirements, including a requirement that sellers and purchasers of renewable hydrogen comply with a system for tracking and verifying the use of renewable hydrogen, as a renewable electrical generation facility for purposes of the California Renewables Portfolio Standard Program.

SB 670 Allen D (Dist. 24) State Air Resources Board: vehicle miles traveled: maps.

Location: SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law designates the State Air Resources Board as the state agency with the primary responsibility for the control of vehicular air pollution and the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. Current law imposes various requirements related to transportation planning, including a requirement that certain transportation planning agencies prepare and adopt regional transportation plans directed at achieving a coordinated and balanced regional transportation system. Current law requires each regional transportation plan to include, among other things, a sustainable communities strategy prepared by each metropolitan planning organization, as specified, which is designed to achieve certain targets for 2020 and 2035 established by the state board for the reduction of greenhouse gas emissions from automobiles and light trucks in the region. This bill would require the state board, in consultation with the Office of Planning and Research and the Department of Transportation, to develop a methodology for assessing and spatially representing light-duty vehicle miles traveled and to develop maps accordingly to display average light-duty vehicle miles traveled per capita in the state at the local, regional, and statewide level, as provided. The bill would require the state board to adopt the methodology no later than January 1, 2025, and to publish the maps no later than 6 months after the methodology is adopted. The bill would require the state board to update the methodology and maps at least once every 4 years.

Position: Watch

SB 672 McGuire D (Dist. 2) State highways: parklets.

Location: ASSEMBLY DESK

Attachment: Bill Report 6-5-23 (9719 : State Legislative Update)

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	38.b
	1st House				2nd House								

Would require the Department of Transportation to establish a standard fee structure for the application and placement of a parklet on a state highway, as specified. The bill would prohibit the department from charging an encroachment permit fee for the application and placement of a parklet on a state highway. The bill would require the department to consider an encroachment permit application for commercial use. The bill would require the department to comply with applicable state and federal law in establishing the standard fee structure, authorize the department to adjust the fee schedule to comply with applicable state and federal law, and require the department to report to the Legislature if it adjusts the fee schedule to comply with applicable state or federal law, as provided.

SB 677 Blakespear D (Dist. 38) Intercity rail: LOSSAN Rail Corridor.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Department of Transportation, subject to approval of the Secretary of Transportation, to enter into an interagency transfer agreement under which a joint powers board assumes responsibility for administering the state-funded intercity rail service in a particular corridor, including the LOSSAN Rail Corridor. Current law provides for the allocation of state funds by the secretary to a joint powers board under an interagency transfer agreement based on an annual business plan for the intercity rail corridor and subsequent appropriation of state funds. Existing law requires the joint powers board to submit the annual business plan to the secretary for review and recommendation by April 1 of each year. Current law requires the business plan to include, among other things, a report on the performance of the corridor service, an overall operating plan, short-term and long-term capital improvement programs, funding requirements for the upcoming fiscal year, and an action plan with specific performance goals and objectives. This bill would require the LOSSAN Rail Corridor Agency, as part of the annual business plan submitted to the secretary, to include a description of the effects of climate change on the LOSSAN corridor, to identify projects planned to increase climate resiliency on the corridor, and to discuss possible funding options for those identified projects, as specified. To the extent the bill would add to the duties of the LOSSAN Rail Corridor Agency, the bill would impose a state-mandated local program.

SB 695 Gonzalez D (Dist. 33) Department of Transportation: state highway system: public data portal.

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Transportation, beginning September 1, 2024, to annually prepare and make available on its internet website information and data about activities on the state highway system from the prior fiscal year. The bill would also require the department to prepare and post on its internet website, no later than September 1, 2024, data and information about activities on the state highway system covering the period from July 1, 2018, to July 1, 2023. The bill would require the California Transportation Commission to include this data and information in its annual report to the Legislature. The bill would require the department to prepare and make available on its internet website data and information on planned, pending projects on the state highway system.

SB 706 Caballero D (Dist. 14) Public contracts: progressive design-build: local agencies.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2029, authorizes local agencies, defined as any city, county, city and county, or special district authorized by law to provide for the production, storage, supply, treatment, or distribution of any water from any source, to use the progressive design-build process for up to 15 public works projects in excess of \$5,000,000 for each project, similar to the progressive design-build process authorized for use by the Director of General

Services. Current law requires a local agency that uses the progressive design-build process to submit, no January 1, 2028, to the appropriate policy and fiscal committees of the Legislature a report on the use of the progressive design-build process containing specified information, including a description of the projects awarded using the progressive design-build process. Current law requires the design-build entity and its general partners or joint venture members to verify specified information under penalty of perjury. This bill would authorize all cities, counties, city and counties, or special districts to use the progressive design-build process for other projects in addition to water-related projects and would extend these provisions until January 1, 2030. The bill would change the required reporting date to no later than December 31, 2028.

Position: Support

SB 710 Durazo D (Dist. 26) Sale of excess state highway property: State Highway Route 710 Terminus.

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, if the Department of Transportation determines that real property, or an interest in the property, acquired for highway purposes is no longer necessary for those purposes, authorizes the department to sell or exchange the property or property interest in the manner and upon terms, standards, and conditions established by the California Transportation Commission, as provided. Current law authorizes the California Transportation Commission to relinquish a portion of State Highway Route 710. This bill would require the department to establish and administer a Terminus Regional Planning Committee, as provided, to meet quarterly and complete and submit a report to the Legislature on the issues of traffic and potential land use related to the State Route 710 Terminus adjacent areas, as defined.

SB 747 Caballero D (Dist. 14) Land use: economic development: surplus land.

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a city, county, or city and county, with the approval of its legislative body by resolution after public hearing, to acquire, sell, or lease property in furtherance of the creation of an economic opportunity, as defined. Current law specifies the Legislature's intent regarding those provisions. This bill would authorize a city, county, or city and county, in addition to a sale or lease, to otherwise transfer property to create an economic opportunity. The bill would make related, conforming changes. The bill would additionally state the Legislature's intent is to ensure that residents of the state have access to jobs that allow them to afford housing without the need for public subsidies.

SB 768 Caballero D (Dist. 14) California Environmental Quality Act: vehicle miles traveled: statement of overriding consideration.

Location: SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA prohibits a public agency from approving or carrying out a project for which a certified EIR has identified one or more significant effects on the environment that would occur if the project is approved or carried out unless the public agency finds either (1) changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant effects on the environment, (2) those changes or alterations are within the jurisdiction of another public agency and have been, or can and should be, adopted by the other agency, or (3) specific economic, legal, social, technological, or other considerations make infeasible the mitigation measure

or alternatives identified in the EIR and the public agency finds that those specific considerations outweigh significant effects on the environment, commonly known as a statement of overriding consideration. This bill would provide that a public agency, in approving or carrying out a housing development project, as defined, a commercial project, or an industrial project, is not required to issue a statement of overriding consideration for significant effect on the environment identified by a project's vehicle miles traveled or similar metrics if the lead agency has imposed all feasible mitigation measures on the project and it finds no feasible alternatives to the project..

SB 790 Padilla D (Dist. 18) Public records: contracts for goods and services.

Location: ASSEMBLY JUD.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The California Public Records Act requires public records to be open to inspection at all times during the office hours of the state or local agency that retains those records, and provides that every person has a right to inspect any public record, except as provided. The act requires state and local agencies to make public records available upon receipt of a request for a copy that reasonably describes an identifiable record not otherwise exempt from disclosure, and upon payment of fees to cover costs. This bill would provide that any executed contract for the purchase of goods or services by a state or local agency, including the price and terms of payment, is a public record subject to disclosure under the act.

SB 825 Limón D (Dist. 19) Local government: public broadband services.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would add metropolitan planning organizations and regional transportation planning authorities to that list of local government agencies included in the definition of "local agency."

SB 849 Stern D (Dist. 27) Air pollution: emissions from ports.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Under existing law, the State Air Resources Board has adopted the Ocean-Going Vessels At Berth Regulation to increase emissions reductions from oceangoing vessels at berth in state ports to provide more air quality and health benefits to the people living and working in and around California's busiest seaports. This bill would state the intent of the Legislature to enact subsequent legislation to reduce emissions at the ports of California.

SBX1 1 Jones R (Dist. 40) Motor vehicle fuel tax: greenhouse gas reduction programs: suspension.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low Carbon Fuel Standard regulations. The act authorizes the state board to include in its regulation of those emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. This bill would suspend the Low Carbon Fuel Standard regulations for one year. The bill would also exempt suppliers of transportation fuels from regulations for the use of market-based compliance mechanisms for one year.

Minute Action

AGENDA ITEM: 39

Date: July 5, 2023

Subject:

Federal Legislative Update

Recommendation:

Receive and file the June 2023 Federal Legislative Update.

Background:

San Bernardino County Transportation Authority Legislative Affairs staff, along with representatives from federal advocates, Potomac Partners D.C., LLC, updated the Legislative Policy Committee on June 14, 2023, regarding passage of a bill to raise the federal debt ceiling and the resumption of the appropriations process for Fiscal Year 2024.

Debt Ceiling Negotiations

Congress addressed the debt ceiling issue in the final week of May by voting to pass the *Fiscal Responsibility Act of 2023*, which President Biden signed on June 3, 2023. The bill raised the debt limit, rescinded certain COVID-19 emergency funding, and imposed new budget requirements. The bill, H.R. 3746, was passed by a vote of 314-117 in the House and a vote of 63-36 in the Senate.

San Bernardino County Representatives Judy Chu and Norma Torres voted against the bill.

A summary of H.R. 3746, *The Fiscal Responsibility Act of 2023*, can be found in Attachment A.

Bill Summary:

- Rescinds certain unobligated funds that were provided to address COVID-19 and to the Internal Revenue Service (*Rescissions summary can be found in Attachment B*).
- Reinstates pay-as-you-go rules (Administrative actions that cost money must be offset).
- Terminates the suspension of federal student loan payments.
- Expands work requirements for the Supplemental Nutrition Assistance Program (SNAP) and the Temporary Assistance for Needy Families (TANF) program.
- Expedites the permitting process for certain energy projects.
- If Congress does not pass the appropriations bills on time, there will be an automatic cut of 1% to all discretionary accounts in the Continuing Resolution.
- Provides funding for the Department of Veterans Affairs Cost of War Toxic Exposure Fund.
- Provides funding for the Department of Commerce Nonrecurring Expenses Fund.

Following the debt limit bill, the House and Senate resumed negotiations on the Fiscal Year 2023 Appropriations process, the Federal Aviation Administration (FAA) reauthorization bill, and the National Defense Authorization Act.

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

Board of Directors Agenda Item
July 5, 2023
Page 2

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was received by the Legislative Policy Committee on June 14, 2023.

Responsible Staff:

Louis Vidaure, Legislative Analyst

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

ATTACHMENT A

MAY 31, 2023

Breaking Down the CBO Score of H.R. 3746, the Fiscal Responsibility Act of 2023

The Fiscal Responsibility Act (FRA) of 2023 will reduce the deficit by more than **\$2.13 trillion** over ten years.

Here's how the Congressional Budget Office (CBO) scores Republican-championed savings:

Discretionary Savings

The Big Picture: CBO scores the statutory caps for FY2024-25 as reducing discretionary budget authority by \$246 billion in the short term.

- In other words: federal spending that is authorized through the normal Congressional appropriations process will have to comply with a lower starting point.
- By reducing the starting point for future spending increases, the two-year caps alone cut discretionary spending over ten years by \$1.5 trillion in budget authority (\$1.3 trillion in outlays).

This will have a positive impact for reining in spending every year.

- CBO further estimates that the congressionally-enforced caps in FY2026-29 will reduce discretionary spending a further \$632 billion in budget authority (\$553 billion in outlays) over ten years.

Even though the bill provides \$22 billion for FY 2023 for the Department of Commerce's "nonrecurring expenses fund," which CBO estimates would cost \$100 million over ten years, the FRA's spending caps will lead to long-term savings of a vastly greater amount.

In the long run: The FRA is a total ten-year savings of \$2.1 trillion in budget authority and \$1.9 trillion in outlays from the combination of all six years of discretionary caps.

Mandatory Savings and Other Provisions

The Big Picture: The FRA is a major step in stopping Democrats' unbridled spending while reviving our economy through pro-work and pro-energy policies.

- **Defunding Biden's Army of IRS Agents:** The bill reduces IRS enforcement mechanisms by cutting Democrats' Inflation Reduction Act-era funding by \$1.4 billion. Reducing the total of IRS's slush fund,

the IRS will prioritize customer service, curtailing Biden's plan to increase audits of small businesses and working families.

- **Strengthening Welfare Work Requirements:** Supplemental Nutrition Assistance Program (SNAP) work requirements in the bill would save \$6.5 billion from increasing the age limit. Overall, CBO estimates the total impact of SNAP work requirement changes would increase spending by \$2.1 billion over ten years. TANF reforms would save \$5 million over ten years.
- **Eliminating Administrative Waste:** The bill cuts 87 separate budget accounts, totaling \$27.1 billion in budget authority and \$11 billion in outlays over ten years. This is the largest rescission package in history.
- **Requiring the Executive Branch to Offset Future Spending Increases:** The FRA strengthens PAYGO, which is a law that requires spending increases to be offset through either tax hikes or spending decreases elsewhere, to hold the Executive Branch accountable for any potential future spending increases.
 - While CBO did not formally issue an estimate on the effect of the PAYGO provision on future, unknown executive actions that increase spending, this provision would have subjected the \$1.5 trillion in administrative spending already approved by President Biden to further scrutiny.
- **Reinstating Parity for Student Loans Repayments:** Reinstating student loan payments will save taxpayers approximately \$5 billion per month starting in September. CBO's baseline assumed no further extension of the moratorium currently in place, despite previous "one last time" extensions by the Biden Administration.
 - Without House Republican-backed provisions, there was the strong possibility that an adverse Supreme Court decision on forgiveness would have prompted another payment moratorium.
- **Unleashing American Energy Independence Through Permitting Reform:** House Republicans top priority for the 118th Congress was reducing bureaucratic barriers to promote greater access to public lands for energy use by easing permitting bottlenecks and efforts to increase mining. The result was H.R. 1, the Lower Energy Costs Act, which was passed in the House with an overwhelmingly bipartisan vote.
 - CBO found that H.R. 1 would end the Department of the Interior's ability to spend, without further appropriation, certain receipts from oil, gas, and wind leases.
 - Given time constraints, CBO was not able to perform an analysis of the positive economic feedback from accelerating job-creating investments with the permitting reform provisions in the FRA.
- **Paying Down On Our Debt's Piling Interest:** Assuming adherence to congressionally-enforced caps through 2029, the bill would lower interest payments on the debt by \$240 billion over ten years.

While a CBO score cannot capture all the economic benefits of a piece of legislation, it is a good framework for seeing how House Republicans' efforts to reverse Biden's reckless spending, rein-in the runaway bureaucracy, and return to pro-growth policies will save Americans trillions of dollars and help reverse the slow-growth Biden economy.

Agency	Account	Program/Activity	Estimated Rescission Amount (\$M)	Notes and Context
CNCS	485-00-2728	Operating Expenses	286.96	Rescinds funds for grants to states and organizations that have not yet been announced, and for pre-service AmeriCorps VISTA candidates.
DOL	012-05-0179	State Unemployment Insurance and Employment Service Operations	1,000.00	Rescission targeted to protect state grants aimed at combating fraud and identity theft. Roughly \$500 million will remain after the rescission.
DOT	021-15-0548	Highway Infrastructure Programs	2,242.86	This is a rescission of FY2021 Omnibus resources and would not impact IIJA resources.
DOT	021-04-0110	Aviation Manufacturing Jobs Protection Program	1,741.19	Program largely concluded.
ED	018-10-0251	Education Stabilization Fund	391.93	Program largely concluded. Remaining funds come from recoveries.
HHS - ASPR	009-90-0140	Public Health and Social Services Emergency Fund	10,419.53	Rescission targeted to protect priority investments like next generation vaccines, test procurement capacity, long COVID research, and other critical needs. Roughly \$10 billion will remain after the rescission.
HHS - ASPR	009-90-0150	Defense Production Act	864.14	Rescission targeted to protect priority investments like strengthening pharmaceutical supply chains. Roughly \$800 million will remain after the rescission.
HHS - CDC	009-20-0943	CDC-wide Activities and Program Supports	1,739.00	Rescission targeted to protect priority investments like genomic surveillance and investments in vaccine safety and effectiveness. Roughly \$1.5 billion will remain after the rescission, in addition to about \$500 million in the Infectious Diseases Rapid Response Reserve Fund.
HHS - FDA	009-10-9911	Vaccine Efficacy and Supply Chain Monitoring	123.00	The rescission is targeted to protect some funding for staff for FDA to continue some supply chain monitoring activities.
HHS - HRSA	009-15-0350	Health Resources and Services	330.02	Most of the remaining funds are for ongoing health workforce awards to address workforce shortages and for administrative expenses.
SBA	028-00-1152	Disaster Loans Program Account	1,474.32	Funds are restricted for COVID related purposes.
SBA	028-00-1152	Disaster Loans Program Account	859.26	Funds are only available to respond to major, or SBA-declared disasters. There are no immediate demands for these balances.

Treasury	015-05-1894	Air Carrier Worker Support	784.07	Program largely concluded.
Treasury	015-05-1889	Economic Stabilization Program Account	200.00	Program largely concluded.
Treasury	015-05-0142	State Small Business Credit Initiative	150.00	Rescission targeted to only impact Treasury technical assistance grants. Roughly \$2 billion will remain after the rescission, including grants for tribal communities.
Treasury	015-05-0161	Emergency Capital Investment Fund	290.89	Rescission targeted to protect previously announced awards.
USDA	005-03-0408	Food Supply Chain and Agriculture Pandemic Response Program	1,356.55	These funds were intended for various purposes, some of which have already been announced.
USDA	005-03-9913	Office of the Secretary	1,130.72	
USDA	005-03-9913	Office of the Secretary	327.04	
USDA	005-45-2500	Marketing Services	395.91	
Rescissions under \$150 million, with no or limited programmatic impact			1,616.72	Many of these rescissions are of extremely small amounts. For example, the rescission from HUD's Housing for Persons with Disabilities program is \$1.2 million, USDA's rural broadband program rescission is \$610,000, and the Essential Air Service rescission is \$40.
			27,724.11	

Select Priority Programs PROTECTED from Rescissions

Agency	Account	Program/Activity	Unobligated Balances (\$M)	
HHS	009-17-0390	Indian Health Service	1,390.15	
DOI	010-77-2106	Operation of Indian Education Programs	202.09	
DOT	021-36-2812	Department of Transportation Transit Grants	3,083.43	
VA	029-15-0173	Veterans Medical Care and Health Fund	2,223.30	
HUD	025-03-0302	Tenant Based Rental Assistance	3,497.49	

Minute Action

AGENDA ITEM: 40

Date: July 5, 2023

Subject:

Mount Vernon Viaduct Project Preview of the Hearing to Consider Resolution of Necessity for Property Interest in the City of San Bernardino

Recommendation:

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

- A. Conduct a public hearing to consider condemnation of real property required for the Mount Vernon Viaduct Project in the City of San Bernardino.
- B. Upon completion of a public hearing, that the Board of Directors adopt Resolution of Necessity No. 23-045 authorizing and directing General Counsel, or her designee, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Hilal M. Bou Kansoul and Angelica M. Lopez De La Torre. (Assessor's Parcel Numbers 0138-182-19, 0138-182-20, 0138-182-21). The resolution must be approved by at least a two-thirds majority.

Background:

On July 11, 2018, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Amendment No. 1 to Cooperative Agreement No. 16-1001477 with the City of San Bernardino (City) for the Right-of-Way (ROW) and Design-Build (DB) phase activities for the Mount Vernon Viaduct (Project), defining roles, responsibilities, and funding associated with the ROW and DB phases, and specifying SBCTA as the lead agency for Project administration and funding.

On January 9, 2019, the Board authorized staff to proceed with voluntary acquisition of property necessary for the Project from identified property owners, including relocation assistance, demolition of existing structures, property management, disposal of excess property, and environmental testing and remediation. The Board also authorized the Director of Project Delivery, or his/her designee, to add or remove parcels from the list of properties, provided they are environmentally cleared.

The Project is being implemented through a DB contract, which requires that necessary ROW is available to the DB contractor at prescribed milestones during the DB contract term. Meeting the milestone dates for delivery of ROW packages is crucial in avoiding costly delays. Throughout the environmental and preliminary engineering process, SBCTA and the City have made extensive efforts to simultaneously plan the Project and to minimize the impacts to property owners. These efforts include maintaining access to properties during construction, using retaining walls to minimize ROW needs, and seeking to optimize Project geometrics to meet current design standards and minimize ROW impacts. While most of the proposed improvements are anticipated to be constructed within existing ROW, some ROW will still be required from private property to accommodate the Project.

In an effort to keep the Project schedule intact and comply with contractual obligations to the DB contractor, it is necessary to comply with the statutorily-prescribed process for eminent domain and conduct hearings for a Resolution of Necessity for each property while negotiations continue. Therefore, the purpose of this agenda item is to present information regarding the

Entity: San Bernardino County Transportation Authority

public interest and necessity for the Project and the properties that are needed. Although the adoption of Resolution of Necessity is recommended for the subject property in order to maintain the Project schedule and avoid delay costs, SBCTA's acquisition agents will continue to negotiate with the property owners in an effort to acquire the property through a voluntary purchase and avoid litigation in the eminent domain process.

The owners of the subject property are:

- Hilal M. Bou Kansoul and Angelica M. Lopez De La Torre

Support for the Resolutions of Necessity

SBCTA is authorized to acquire property by eminent domain pursuant to the California Public Utilities Code Sections 130220.5 and 130809(b)(4). Eminent domain will allow SBCTA to obtain legal rights to the properties needed for the Project if a negotiated sale cannot be reached. A Resolution of Necessity is the first step in the eminent domain process. Since the process takes several months, it is necessary to start this process now to ensure that possession of the property is obtained in time to meet the scheduled delivery dates to the DB contractor and to avoid costly ROW delays.

In order to adopt the Resolutions of Necessity, SBCTA must make the four findings discussed below for each of the properties. The issue of the amount of just compensation for these properties is not addressed by these Resolutions of Necessity and is not to be considered at the hearings. The four necessary findings are:

1. The public interest and necessity require the Project.

The Project is located in the City of San Bernardino. The Project limits extend along Mount Vernon Avenue from south of 5th Street to King Street. The Project will replace the existing bridge with a new bridge. The purpose of the Project is to provide a structurally safe bridge that meets current seismic design and roadway standards. Construction of a new bridge will allow emergency vehicles, buses, trucks and other larger vehicles to cross over the railyard, reducing emergency response times and providing greater mobility for the area.

The previous bridge, which has been demolished as part of the Project, had a sufficiency rating of 2 out of 100 and had significant restrictions on vehicle capacity. If no improvements were made, further shoring of the structure would have been required and pieces of the bridge would have continued to spall off due to overall deterioration, creating safety concerns.

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

During the environmental phase, various options to minimize public impacts were considered, including mitigation to maintain railroad operations while optimizing the DB work windows. If no mitigations were provided, due to limited work windows to construct around railyard activities, the bridge would potentially be out of service for five to six years, according to the Project engineers. Mitigation entails the addition of two shoofly (detour) tracks to the north of the existing yard tracks. This would allow diversion of trains to the shoofly tracks to maintain scheduled railroad operations when impacted by construction activities. In order to construct these shoofly tracks, some of the existing trailer parking and operations buildings needed to be relocated. In order to accommodate these relocated facilities, some ROW was required.

In addition, the profile of the Project will be designed to minimize ROW impacts on the north and south ends of the approaches. This will be accomplished through maximizing the profile so that even though the new bridge will be wider and longer, the bridge will tie into the existing street as closely as possible in the post-construction condition.

SBCTA's acquisition agents have had numerous communications with most of the impacted property owners and design staff about Project impacts in order to design the Project in a manner that causes the least private injury while accomplishing the greatest public good.

3. Each property sought to be acquired is necessary for the Project.

While portions of the Project are being constructed within existing ROW, the Project requires acquisition of the property interests listed below:

- **Hilal M. Bou Kansoul and Angelica M. Lopez De La Torre Property:** A roadway easement and a temporary construction easement is needed for construction of the Project improvements.

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

- The offer for the Hilal M. Bou Kansoul and Angelica M. Lopez De La Torre property was sent on February 27, 2023.

Upon completion of the Project, or as prescribed in agreements, SBCTA will transfer the properties acquired for the Project, or portions thereof, to the City and to BNSF Railway Company, respectively.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget under Task No. 0860 Arterial Projects, Sub-Task No. 0827 Mount Vernon Avenue Viaduct.

Reviewed By:

This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 15, 2023. SBCTA General Counsel has reviewed this item and the draft resolution.

Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

MOUNT VERNON VIADUCT PROJECT

RESOLUTIONS OF NECESSITY FOR PROJECT RIGHT-OF-WAY

Presenter: Sal Chavez
SBCTA Project Delivery Manager



cta

San Bernardino County
Transportation Authority

Board of Directors Meeting
July 5, 2023

SBCTA IS REQUESTED TO MAKE THE FOLLOWING FINDINGS:

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



SBCTA Request

▪Replace bridge over the BNSF Railway yard in the City of San Bernardino which has sufficiency rating of 2 out of 100

▪New bridge to be built to current design standards

▪Will improve safety and north-south circulation.

▪Will restore access for emergency vehicles, buses, and trucks.




Mt. Vernon Viaduct Improvements




Parcel Location

No.	Ownership	Date of First Contact	Mailings	In Person Meetings	Phone Contacts	E-Mails	Attorney Contacts	Unsuccessful Contacts *	Total
B.	Hilal M. Bou Kansoul and Angelica M. Lopez De La Torre	02/23/2023	1	0	Phone 18 Text 9	15	0	2	45
* Property visit, phone call and/or email with no response									
Communications as of June 20, 2023									


Communication Summary

Item	Ownership	Offer Date
B.	Hilal M. Bou Kansoul and Angelica M. Lopez De La Torre	02/27/2023


Offer of Just Compensation

**SBCTA ADOPT A RESOLUTION OF NECESSITY
BASED ON THE FOLLOWING FINDINGS:**

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



Staff Recommendation

THANK YOU



RESOLUTION NO. 23-045

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF ASSESSOR PARCEL NOS. 0138-182-19, 0138-182-20 and 0138-182-21.

WHEREAS, the San Bernardino County Transportation Authority ("SBCTA") is undertaking the Mount Vernon Avenue Bridge Project (the "Project"); and

WHEREAS, the Project is intended to replace the existing Mount Vernon Avenue Bridge (Bridge Number 54C-066) over the Burlington Northern Santa Fe ("BNSF") rail yard in the City of San Bernardino, San Bernardino County, California. The Project will replace the existing four-lane bridge with a new four-lane bridge from Rialto Avenue to 5th Street; and

WHEREAS, the Project requires the acquisition of property or property interests from public and private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, California Public Utilities Code section 130809 subdivision (b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

WHEREAS, portions of the real property located at 436 N. Mount Vernon Avenue, in the City of San Bernardino, California (the "Subject Property") are required for the Project. The specific portions of the Subject Property required for the Project are a roadway easement as legally described and depicted in Exhibit "1" hereto and a temporary construction easement as legally described and depicted in Exhibit "2" hereto (collectively, the "Property Interests"); and

WHEREAS, reasonable vehicular and pedestrian access to and from the Subject Property will be maintained at all times; and

WHEREAS, SBCTA communicated an offer of compensation to the owner or owners of record for the acquisition of the Property Interests; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, SBCTA mailed a Notice of Hearing on the Intent of SBCTA to Adopt a Resolution of Necessity for acquisition by eminent domain of the Property Interests. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Subject Property; and

WHEREAS, SBCTA provided written notice to the City of San Bernardino as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, SBCTA scheduled a hearing for July 5, 2023 at 10:00 a.m. at Santa Fe Depot—SBCTA Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, SBCTA may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, BE IT RESOLVED, by at least a two-thirds vote of SBCTA's Board of Directors under California Code of Civil Procedure sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. There has been compliance by SBCTA with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property Interests are to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. California Public Utilities Code section 130809 subdivision (b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The proposed Project is necessary to replace the existing Mount Vernon Avenue Bridge (Bridge Number 54C-066) over the BNSF rail yard in the City of San Bernardino, San Bernardino County, California. The Project will replace the existing four-lane bridge with a new four-lane bridge from Rialto Avenue to 5th Street.

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property Interests.

Section 5. Description of the Property Interests. The Property Interests sought to be acquired are more particularly described and depicted in Exhibits "1" and "2" attached hereto and incorporated herein by reference.

Section 6. Findings. SBCTA hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the proposed Project;
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Property Interests sought to be acquired are necessary for the proposed Project; and
- (d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the California Code of Civil Procedure, to the extent that any of the Property Interests, or any portion thereof, are already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Property Interests, or any portion thereof, are already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interests, or any portion thereof, are already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Property Interests, or any portions thereof, are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and/or 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the purposes specified in said Code sections and for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property.

Section 9. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Property Interests, including the improvements thereon, if any, by eminent domain for the proposed Project.

Section 10. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Property Interests in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Property Interests at the earliest possible time. Counsel is further authorized to reduce the extent of the interests or property to be acquired where the reduction can be accomplished without substantially impairing the construction and operation of the Project for which the Property Interests being acquired.

Section 11. Effective Date. This Resolution of Necessity shall take effect upon adoption.

PASSED, APPROVED, and ADOPTED by the San Bernardino County Transportation Authority on July 5, 2023 by the following votes:

AYES:

NOES:

ABSENT:

Dawn M. Rowe, Board President
San Bernardino County Transportation Authority

Marleana Roman, Clerk of the Board
San Bernardino County Transportation Authority

EXHIBIT "1"

February 22, 2023
BKF Job No: 20172152

LEGAL DESCRIPTION
EXHIBIT A
ROADWAY EASEMENT

Real property situate in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

Being a portion of the lands granted to JLM Enterprise LLC by that certain Grant Deed filed for record on March 14, 2017 as Document No. 2017-0108980, Official Record of San Bernardino County, being also a portion of Lot 29 as shown on the map recorded in Book 15 of Maps at Pages 49 and 50, in the Office of the County Recorder of said county, and a portion of Lot 30, in Block 24 as shown on that certain Plat recorded in Book 7 of Maps at Page 2, Records of said County, more particularly described as follows:

Commencing at a bolt monument found in a monument well at the centerline intersection of 4th St. and Mt. Vernon Ave.;

Thence along the centerline of said Mt. Vernon Ave. North $0^{\circ}18'37''$ West, 320.95 feet to the intersection with the easterly extension of the southerly line of Kingman St.;

Thence along said easterly extension South $89^{\circ}43'18''$ West, 41.25 feet to the northeasterly corner of said lands of JLM Enterprise LLC (Doc. No. 2017-0108980) being the **TRUE POINT OF BEGINNING**;

Thence along the westerly line of Mt. Vernon Ave. South $0^{\circ}18'37''$ East, 38.78 feet;

Thence North $45^{\circ}38'32''$ West, 38.15 feet;

Thence South $89^{\circ}42'19''$ West, 77.28 feet;

Thence South $32^{\circ}17'08''$ West, 8.01 feet;

Thence South $89^{\circ}43'18''$ West, 32.55 feet;

Thence North $32^{\circ}50'31''$ West, 8.01 feet;

Thence South $88^{\circ}03'31''$ West, 4.41 feet; to the westerly line of said Lot 29 (15 M 49);

Thence along said westerly line North $0^{\circ}18'37''$ West, 12.13 feet to the southerly line of Kingman St.;

Thence along said southerly line North $89^{\circ}43'18''$ East, 150.00 feet to the **POINT OF BEGINNING**.

Attachment: RON- 23-045 Final (9744 : Mt. Vernon Viaduct Resolution of Necessity Hearing)

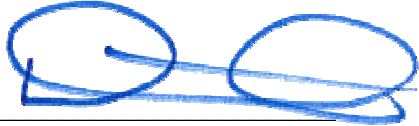
February 22, 2023
BKF Job No: 20172152

Containing an area of 2,411 square feet, more or less.

END OF DESCRIPTION

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

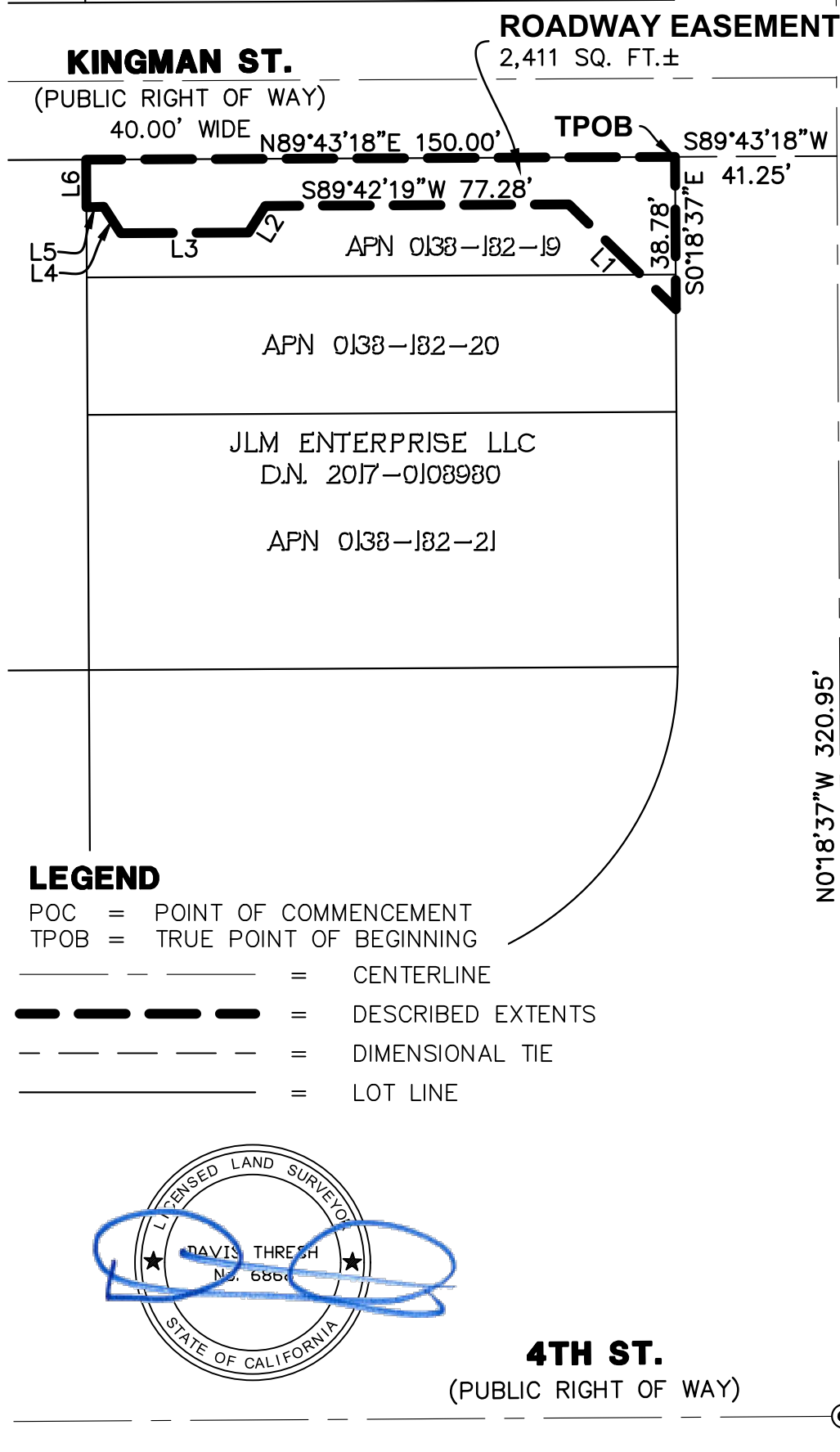


Davis Thresh, P.L.S. No. 6868

2/22/2023
Dated



Attachment: RON- 23-045 Final (9744 : Mt. Vernon Viaduct Resolution of Necessity Hearing)



LINE TABLE		
	DIRECTION	LENGTH
L1	N45°38'32"W	38.15'
L2	S32°17'08"W	8.01'
L3	S89°43'18"W	32.55'
L4	N32°50'31"W	8.01'
L5	S88°03'31"W	4.41'
L6	N0°18'37"W	12.13'

MT. VERNON AVE.
(PUBLIC RIGHT OF WAY)
82.50' WIDE

N0°18'37"W 320.95'

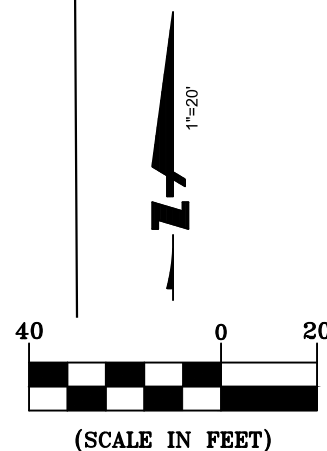
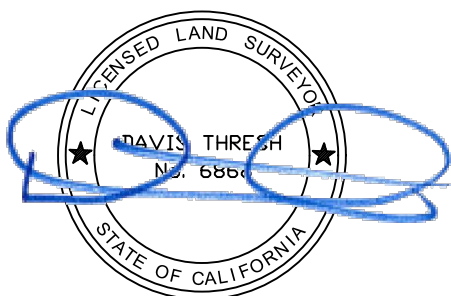


EXHIBIT "2"

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
Assessor Parcel Nos. 0138-182-19, 0138-182-20, & 0138-182-21**

This temporary construction easement shall be in, on, upon, over, under, and across that certain real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors, and assigns (collectively, "SBCTA") in connection with the construction of the Mount Vernon Avenue Bridge Project. The TCE shall be for a period of forty-eight (48) months, subject to the Rights and Limitations of Use and Occupancy set forth below.

Rights and Limitations of Use and Occupancy of TCE:

- Reasonable pedestrian and vehicular access to the remainder property will be maintained at all times.
- SBCTA and its contractor(s) shall access the TCE from the public right of way.
- Prior to the termination of the TCE, SBCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris.

SBCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

February 22, 2023
BKF Job No: 20172152

LEGAL DESCRIPTION
EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT

Real property situate in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

Being a portion of the lands granted to JLM Enterprise LLC by that certain Grant Deed filed for record on March 14, 2017 as Document No. 2017-0108980, Official Record of San Bernardino County, being also a portion of Lot 29 as shown on the map recorded in Book 15 of Maps at Pages 49 and 50, in the Office of the County Recorder of said county, and a portion of Lot 30, in Block 24 as shown on that certain Plat recorded in Book 7 of Maps at Page 2, Records of said County, more particularly described as follows:

Commencing at a bolt monument found in a monument well at the centerline intersection of 4th St. and Mt. Vernon Ave.;

Thence along the centerline of said Mt. Vernon Ave. North 0°18'37" West, 191.09 feet;

Thence perpendicular to the last described course South 89°41'23" West, 41.25 feet to the south easterly corner of said lands of JLM Enterprise LLC (Doc. No. 2017-0108980), said point being also the **TRUE POINT OF BEGINNING**;

Thence along the southerly line of said lands JLM Enterprise LLC (Doc. No. 2017-0108980) South 89°40'59" West, 8.00 feet;

Thence leaving said southerly line the following seven (7) courses:

- 1) North 0°18'37" West, 19.75 feet;
- 2) North 89°41'23" East, 4.22 feet;
- 3) North 0°16'21" West, 53.97 feet;
- 4) North 45°21'12" West, 38.14 feet;
- 5) North 87°08'00" West, 68.52 feet;
- 6) South 35°12'24" West, 5.55 feet;
- 7) South 89°42'46" West, 47.62 feet to the westerly line of said Lot 29 (15 M 49);

Thence along said westerly line North 0°18'37" West, 17.87;

Thence leaving said westerly line the following six (6) courses:

- 1) North 88°03'31" East, 4.41 feet;
- 2) South 32°50'31" East, 8.01 feet;
- 3) North 89°43'18" East, 32.55 feet;
- 4) North 32°17'08" East, 8.01 feet;
- 5) North 89°42'19" East, 77.28 feet;
- 6) South 45°38'32" East, 38.15 feet to the westerly line of Mt. Vernon Ave.;

February 22, 2023
BKF Job No: 20172152

Thence along said westerly line South 0°18'37" East, 91.10 feet to the **POINT OF BEGINNING**.

Containing an area of 2,702 square feet, more or less.

END OF DESCRIPTION

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers



Davis Thresh, P.L.S. No. 6868

2/22/2023
Dated



Attachment: RON- 23-045 Final (9744 : Mt. Vernon Viaduct Resolution of Necessity Hearing)

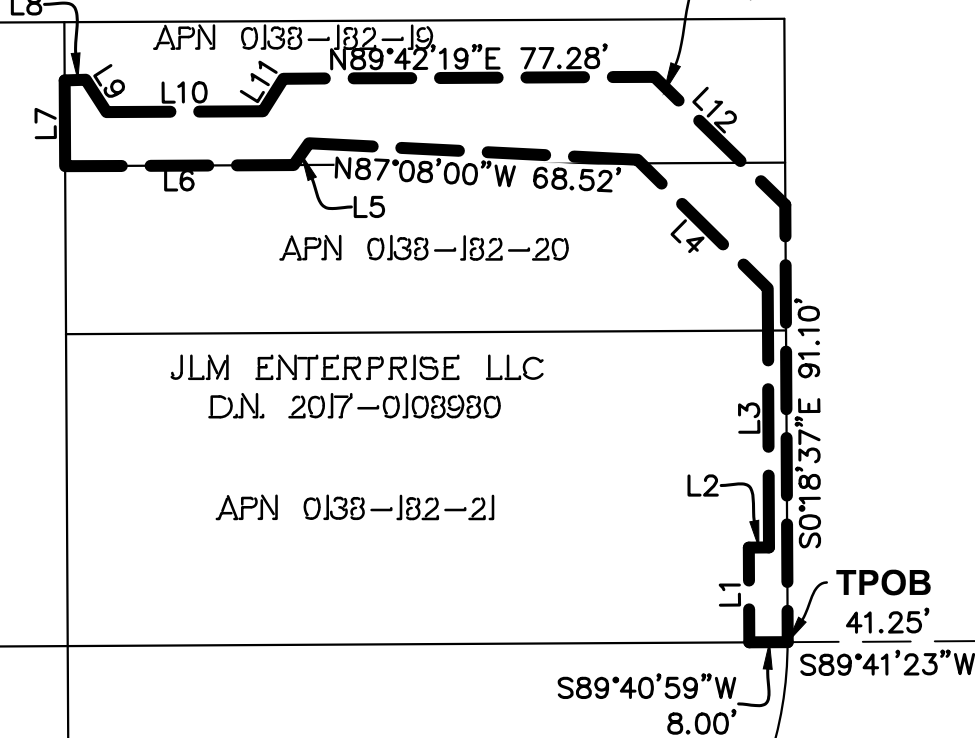
KINGMAN ST.

(PUBLIC RIGHT OF WAY)

40.00' WIDE

TCE

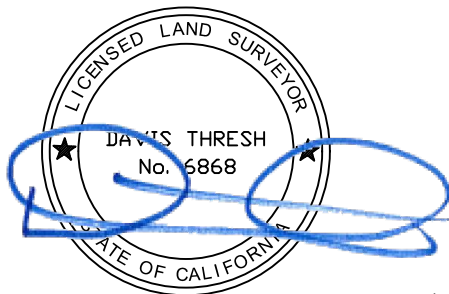
2,702 SQ. FT.±



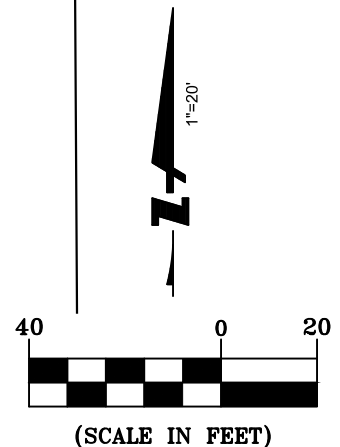
LINE TABLE		
	DIRECTION	LENGTH
L1	N0°18'37"W	19.75'
L2	N89°41'23"E	4.22'
L3	N0°16'21"W	53.97'
L4	N45°21'12"W	38.14'
L5	S35°12'24"W	5.55'
L6	S89°42'46"W	47.62'
L7	N0°18'37"W	17.87'
L8	N88°03'31"E	4.41'
L9	S32°50'31"E	8.01'
L10	N89°43'18"E	32.55'
L11	N32°17'08"E	8.01'
L12	S45°38'32"E	38.15'

LEGEND

- POC = POINT OF COMMENCEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT
TPOB = TRUE POINT OF BEGINNING
- — — — — = CENTERLINE
— — — — — = DESCRIBED EXTENTS
— — — — — = DIMENSIONAL TIE
— — — — — = LOT LINE

**4TH ST.**

(PUBLIC RIGHT OF WAY)

POC**MT. VERNON AVE.**(PUBLIC RIGHT OF WAY)
82.50' WIDE

Minute Action

AGENDA ITEM: 41

Date: July 5, 2023

Subject:

General Counsel Employment Agreement Amendment

Recommendation:

Approve Amendment No. 2 to Employment Agreement No. 19-1002111 with General Counsel, Julianna K. Tillquist.

Background:

Annually, the Board of Directors (“Board”) reviews and evaluates the performance of General Counsel for purposes of determining compensation increases, if any.

On June 7, 2023, the Board evaluated the performance of General Counsel and comparable market data, and, based on such market data, approved increasing General Counsel’s annual salary to \$275,000, which will be effective as of June 17, 2023.

This item is being brought in accordance with subdivision (c)(3) of Government Code § 54953.

Financial Impact:

This item is consistent with the approved Fiscal Year 2023/2024 Budget.

Reviewed By:

The increase to General Counsel’s annual compensation was reviewed and recommended for approval by the Board of Directors in Closed Session on June 7, 2023. SBCTA General Counsel has reviewed this item and the draft amendment.

Responsible Staff:

Dawn Rowe, County of San Bernardino

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

**AMENDMENT NO. 2 TO SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY GENERAL COUNSEL
EMPLOYMENT AGREEMENT NO. 19-1002111**

THIS AMENDMENT NO. 2 to Contract No. 19-1002111 is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA" or "Employer"), and Julianna K. Tillquist ("Employee").

RECITALS

A. On April 3, 2019, the Board of Directors of SBCTA (hereinafter referred to as "the Board") appointed Employee as General Counsel effective June 1, 2019, and approved Employment Agreement No. 19-1002111 ("Contract"); and

B. On June 1, 2022, the Board approved Amendment No. 1 to Contract increasing Employee's annual compensation; and

C. The Board has evaluated Employee's performance and has reviewed comparable market data, and to better align with the market data, the Board desires to amend Employee's Contract to adjust her salary, effective June 17, 2023.

NOW, THEREFORE, in consideration of mutual covenants herein contained, Employer and Employee agree as follows:

1. Section 5. Salary of the Contract is amended and restated as follows:

"5. Salary. Employer agrees to pay Employee for services rendered, Two Hundred Seventy-Five Thousand Dollars (\$275,000) per year, effective June 17, 2023, payable in installments at the same time and in the same manner as other SBCTA employees. Employer agrees to modify the salary base and other benefits of Employee, by not more or less than the same percentage and amounts, and at the same time and same manner, as the salary and benefits adjustments given to other Professional/Administrative employees of SBCTA. Additionally, in recognition of Employee's accomplishments and outstanding performance, SBCTA may, in its sole discretion, grant merit increases to Employee."

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

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

This Amendment No. 2 is executed by the Parties on the dates indicated below.

SBCTA/EMPLOYER**EMPLOYEE**

Dawn M. Rowe, Board President

Julianna K. Tillquist, General Counsel

Date _____

Date _____

Draft

Attachment: Amendment No. 2 to 19-1002111 - Julianna Tillquist (9687 : General Counsel Employment Agreement Amendment)

Minute Action

AGENDA ITEM: 42

Date: July 5, 2023

Subject:

General Policy Committee Membership & Exception to Policy 10002, Policy Committee Membership

Recommendation:

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

Approve an exception to Policy Committee Membership 10002, § III, Membership Composition, to allow the General Policy Committee structure to include 2 City representatives and 2 County representatives, for either the East Valley or Mountain/Desert subarea, dependent on the results of the GPC Caucuses, through June 30, 2024, rather than the structure of 3 City representatives and 1 County representative provided in the Policy.

Background:

San Bernardino County Transportation Authority (SBCTA) and San Bernardino Associated Governments (SANBAG) Policy 10002, Policy Committee Membership, establishes guidelines as they relate to Policy Committee membership structure, composition, terms and absences. The Policy provides that the General Policy Committee (GPC) shall be structured to ensure balanced participation by representatives from the East Valley, West Valley, and Mountain/Desert subregions, as well as city and county interests. Membership of the GPC consists of the following: SBCTA President, Vice President, Immediate Past President, 4 East Valley members (3 City, 1 County), 4 West Valley members (3 City, 1 County) and 4 Mountain/Desert members (3 City, 1 County).

All members serving as Board officers, Committee chairs, or Board Study Session Chair are counted toward their subareas. Newly elected Metro Valley Study Session Chair, 5th District Supervisor Joe Baca Jr., will serve on the GPC representing the East Valley subarea. Newly elected Mountain/Desert Policy Committee Chair, 1st District Supervisor Paul Cook, will serve on the GPC representing the Mountain/Desert subarea. Therefore, newly elected Board President, 3rd District Supervisor Dawn Rowe, must be counted towards the GPC membership based on her supervisorial district, which falls within both the East Valley and Mountain/Desert subareas. The caucus for the East Valley and Mountain/Desert subareas will need to include President Rowe to determine which subarea she will represent. This will cause the subarea she represents to have 2 County representatives and 2 City representatives, essentially replacing a City representative.

This item is to allow the General Policy Committee structure to include 2 City representatives and 2 County representatives, for either the East Valley or Mountain/Desert subarea, dependent on the results of the GPC Caucuses, through June 30, 2024, rather than the structure of 3 City representatives and 1 County representative provided in the Policy. Policy No. 10002 is attached to this item for reference.

Financial Impact:

This item is consistent with Fiscal Year 2023/2024 Budget.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
July 5, 2023
Page 2

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. Based on the outcome of Committee and Study Session Chairs elected for the next fiscal year, there is a need to approve an exception to Policy 10002.

Responsible Staff:

Marleana Roman, Clerk of the Board

Approved
Board of Directors
Date: July 5, 2023
Witnessed By:

San Bernardino County Transportation Authority

San Bernardino County Transportation Authority	Policy	10002
Adopted by the Board of Directors September 6, 1995	Revised	09/01/2021
Policy Committee Membership	Revision No.	18

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

Table of Contents

[Purpose](#) | [Membership Structure](#) | [Membership Composition](#) | [Methods of Appointment](#) | [Membership Terms](#) | [Member Absences](#) | [Revision History](#)

I. PURPOSE

The Board of Directors has created a number of Policy Committees for the purpose of providing oversight and policy guidance relative to development and implementation of SBCTA programs. The purpose of this policy is to establish guidelines as they relate to Policy Committee membership structure, composition, terms, and absences.

II. MEMBERSHIP STRUCTURE

Due to funding sources and the geographic nature of issues under their purview, the membership of the Mountain/Desert Committee shall be limited by geographic area. The General Policy Committee shall be structured to ensure balanced participation by representatives from the East Valley, West Valley, and Mountain/Desert subregions, as well as city and county interests. The Transit Committee is comprised of both Valley and Mountain/Desert subarea representatives. The Legislative Policy Committee shall be structured to ensure balanced participation, to the extent practicable, by representatives from the East Valley, West Valley, and Mountain/Desert subregions, as well as city and county interests.

Mountain/Desert Policy Committee Membership

The Mountain/Desert Policy Committee is composed of Board Members representing jurisdictions within the Mountain/Desert subregion. Board Member alternates representing the Mountain/Desert subregion may participate when the primary member is absent.

III. MEMBERSHIP COMPOSITION

Membership on policy committees shall consist of members of the Board of Directors. Committees shall be structured so that a quorum of any committee shall not also constitute a quorum of any other committee.

- **General Policy Committee**

- President
- Vice President
- Immediate Past President
- All Policy Committee and Board of Directors Study Sessions for Metro Valley Issues (Board Study Session) chairpersons.
- 4 East Valley members (3 City, 1 County)
- 4 West Valley members (3 City, 1 County)
- 4 Mountain/Desert members (3 City, 1 County)
- City and County members who serve as officers of the Board of Directors, or as chairpersons of Policy Committees are counted as one of the members in each subregion.

Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance.

Additional Board Members may be appointed annually at the discretion of the Board President.

- **Transit Policy Committee**
 - 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members; up to 6 Valley members appointed by the Board President with an emphasis on ensuring representation from communities with large transit and rail capital projects actively under development.
 - 2 Mountain/Desert Board Members appointed by the Board President.
- **Mountain/Desert Policy Committee**
 - All Board members representing jurisdictions in Mountain/Desert.
 - Alternates may participate in the absence of the primary Board Member.
- **Legislative Policy Committee**
 - Committee shall be composed of the President, Vice-President, Immediate Past President and four Board members appointed by the President or Acting President.
 - 1 East Valley member
 - 1 West Valley member
 - 1 Mountain/Desert member
 - 1 County member

IV. METHODS OF APPOINTMENT

The city membership of the General Policy Committee not held by a Board officer or chair of a Policy Committee or of the Board Study Sessions, shall be elected by caucus of the city representatives on the Board of Directors. The County selects their representatives.

The President is authorized to appoint the membership of Transit Policy Committee.

The membership of the Mountain/Desert Policy Committee shall be specified as all Board Members who represent areas within the Mountain/Desert subregion.

The President is authorized to appoint 4 members of the Legislative Policy Committee.

V. MEMBERSHIP TERMS

Appointed and elected membership on the Transit Policy Committee shall consist of two-year terms to be staggered in such a manner that terms of half of the membership expire annually on December 31.

Membership on the General Policy Committee shall be for one year from July 1 to June 30 to be consistent with the terms of the Officers and Policy Committee Chairs.

Membership on the Mountain/Desert Policy Committee is for the term of the members of the Board of Directors.

Members of the Legislative Policy Committee shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years.

There is no maximum number of terms for any individual member.

VI. MEMBER ABSENCES

The regular participation of Policy Committee members is essential to appropriate policy oversight and staff direction.

This policy shall establish a procedure whereby absences on the part of Policy Committee members can be addressed in a manner which ensures active participation in committee activities or, as appropriate, to provide the opportunity for rotation of responsibilities. This procedure will provide for other interested Board members to participate on Policy Committees in the case of absences.

1. Regular participation in Policy Committees is encouraged, recognizing that unavoidable absences will occur on an occasional basis.
2. Should a regular city member of the Mountain/Desert Committee be unable to attend a meeting of that Committee, then the Board of Directors alternate for that city may participate and vote in the Committee as the regular member representing that city.

3. Staff shall notify the President in the event that any one Policy Committee member is absent from three consecutive Policy Committee meetings.
4. Upon notification by staff, the President or designee shall contact the Policy Committee member to discuss the record of absences.
5. Based upon information obtained from the Policy Committee member and knowledge of the Policy Committee activities, the President shall make a determination relative to retention or replacement of the Committee member. Appointment of new Policy Committee members shall be made in accordance with Board of Directors policy established for each Committee.

VII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	09/06/95
1	Added Section 10002.6 Membership Terms	09/06/95
2	Added Section 10002.7 Member Absences	11/06/96
3	Changed name of Major Projects Task Force to Major Projects Committee	08/05/98
4	Par. IV: Commuter Rail Committee and Major Projects Committee - membership revised. Par. V: Revised. Par. VI: Revised. For all changes, refer to 12/3/03 SANBAG Board Agenda, Item 5.	12/03/03
5	Par. IV: Commuter Rail Committee - membership revised	05/06/06
6	Par. III: Added Audit Subcommittee. Par. IV: Added second last paragraph. Removed Par. II which as previously titled DEFINITIONS since there were no definitions; renumbered all subsequent paragraphs.	11/05/08
7	Par. VI: Added new par. 2 to allow participation of the alternate; renumbered subsequent paragraphs.	12/03/08
8	Par. II, III, IV, and V: Revised committee name – was Commuter Rail Committee. The name change was approved by the Board on October 7, 2009, as well as the appointment of two additional members representing areas of the Mountain/Desert areas who also serve as members of the Mountain/Desert transit boards.	04/06/11
9	Par. III: Administrative Policy Committee membership modified to include all Policy Committee chairs and additional appointees as needed to maintain geographic balance. Par. V: Administrative Policy Committee membership modified to change terms – July 1 to June 30 to be consistent with the terms of Officers and Policy Committee chairs.	02/01/12
10	Par. III: Eliminated the Plans and Programs Policy Committee. Par. IV and V: Eliminated references to the Plans and Programs Policy Committee. Change was adopted by the Board on September 5, 2012 (Agenda Item 7).	09/05/12
11	Par. II, III, IV and V: Incorporated changes resulting from renaming of the Administrative Policy Committee to the General Policy Committee and the reclassification of the Major Projects Committee to the Board of Directors Study sessions for Metro Valley Issues. Changes were approved by the Board of Directors on 10/3/12, Agenda Item 30. Approved 11/7/12, Board Agenda Item 28.	11/07/12
12	Board approved cessation of the Audit Subcommittee with transfer of Audit oversight responsibilities to the General Policy Committee. Board Agenda Item 5.	06/03/15
13	Par. II, III, IV, and V: Revised committee name – was Commuter Rail and Transit Committee. The name change was approved by the Board on April 4, 2016.	04/06/16
14	Removed reference to the Measure I Committee established in the original measure. Made minor grammatical errors and inserted reference to the County selecting their representative to the General Policy Committee.	06/23/16
15	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
16	Par. III: Removed requirement for the Mountain/Desert Board Members appointed to the Transit Committee serve on the Board of a Mountain/Desert transit agency.	03/06/19
17	Revised to add Legislative Policy Committee to Section II. Membership Structure, Section III Membership Composition, Section IV. Methods of Appointment and Section V. Membership Terms.	04/01/20

18	Revised Section V. Membership Terms – changed LPC terms expiring from “odd numbered years” to “even numbered years”. Changed approved by the BOD on September 1, 2021, Agenda Item 22.	09/01/21
----	--	----------

Minute Action

AGENDA ITEM: 43

Date: July 5, 2023

Subject:

Amendment to the San Bernardino County Transportation Authority Administrative Code

Recommendation:

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

Review and provide comments on Ordinance No. 24-001, amending the San Bernardino County Transportation Authority Administrative Code.

Background:

On June 7, 2017, the Board of Directors adopted Ordinance No. 17-001 establishing the San Bernardino County Transportation Authority (SBCTA) Administrative Code (Code). Recently, SBCTA Executive Management became aware that the Code provides that the Board appoints, fixes the total compensation of, and removes the Board Secretary and Treasurer. This is not, and has never been, SBCTA's practice: the appointment, fixing of compensation and removal of the Secretary (Clerk of the Board) and Treasurer (Chief Financial Officer) has always been effected in the same manner as all other agency employees. The only employees appointed/removed by the Board, and for whom the Board fixes compensation, are the Executive Director and General Counsel.

Staff recommends revising the Code to accurately reflect SBCTA's continuing practice with regard to the Board Secretary and Treasurer. Since the Administrative Code was adopted by ordinance, any amendments to the Code must also be made by ordinance. If Ordinance No. 24-001 is adopted at the September Board meeting, the ordinance, and the Code revisions, will be effective October 7, 2023.

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and discussed at the General Policy Committee meeting held on June 14, 2023. SBCTA General Counsel has reviewed this item and the proposed ordinance amending the Administrative Code.

Responsible Staff:

Julianna Tillquist, General Counsel

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

SBCTA ORDINANCE NO. 24-001

AN ORDINANCE AMENDING SECTION 2-01-160 OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ADMINISTRATIVE CODE REGARDING POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board of Directors of the San Bernardino County Transportation Authority does ordain as follows:

SECTION I. Section 2-01-160 of the San Bernardino County Transportation Authority Administrative Code (Ordinance 17-001) is hereby amended to read as follows:

“2-01-160 Powers and Duties. The Board of Directors shall:

1. Conduct the affairs of SBCTA.
2. Make policy decisions and the determination of policy matters.
3. Review the proposed budget submitted by the Executive Director and shall adopt an annual budget. The Board shall have the power to transfer funds within the total budget amount in order to meet unanticipated needs or changed situation.
4. Appoint, fix the total compensation of, and remove an Executive Director, a General Counsel, and such other officers as the Board deems necessary to carry out the duties and functions of SBCTA.
5. Create and discontinue positions in the employ of SBCTA and fix total compensation of such positions.”

SECTION II. EFFECTIVE DATE.

This ordinance shall be effective on October 7, 2023.

ADOPTED by the San Bernardino County Transportation Authority Board of Directors at its meeting on September 6, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

By: _____

Dawn M. Rowe, Board President
San Bernardino County Transportation Authority

Attested: _____

Marleana Roman
Clerk of the Board

San Bernardino County Transportation Authority

Administrative Code

Title 1 General Provisions

Chapter 1-01 Establishment

1-01-010 Code Adoption. This Administrative Code of the San Bernardino County Transportation Authority (“SBCTA”) is adopted pursuant to California Public Utilities Code § 130105. This Administrative Code prescribes the powers and duties of SBCTA officers, the method of appointment of SBCTA employees, and methods, procedures, and systems of operation and management of the SBCTA.

1-01-020 Code Amendment. This Administrative Code may be amended from time to time by the Board of Directors as deemed necessary or useful to accomplish the purposes of SBCTA.

1-01-030 SBCTA. Throughout this code wherever reference is made to SBCTA that reference shall mean the same as the San Bernardino County Transportation Authority.

1-01-040 Citation. This code shall be known as the “San Bernardino County Transportation Authority Administrative Code” or “SBCTA Administrative Code” and it shall be sufficient to refer to either title in any legal proceeding where it is cited. It shall be sufficient to designate any ordinance, adding to, amending, correcting or repealing all or any part of the code as an addition, amendment to, correction or repeal of the SBCTA Administrative Code.

Title 2 Administration

Chapter 2-01 Board of Directors

2-01-010 Governing Board. SBCTA is governed by a Board of Directors. Membership of the Board of Directors shall be as set forth in Public Utilities Code Section 130815(a).

2-01-020 Alternates. Board alternates may be appointed and serve in place of the Board members as provided in Public Utilities Code Section 130815(b).

2-01-030 Board of Directors Quorum. A majority of the voting members of the Board of Directors shall constitute a quorum for the transaction of business. Except for any decision for which more than a majority vote is specifically required, all official acts of the Board of Directors shall require the affirmative vote of a majority of the voting members of the Board.

2-01-040 Board of Directors Regular Meetings. The regular meetings of the Board of Directors shall be held at such times as shall be designated by the Board, and as shall be coordinated with the regular meetings of the San Bernardino Associated Governments Board. The meeting location shall be determined the preceding month by the Board of Directors.

2-01-050 Board of Directors Special Meetings. Special meetings of the Board of Directors may be called at any time in the manner provided by Government Code Section 54956.

2-01-060 Adjourned Meetings. The Board of Directors may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment in accordance with Government Code Section 54955.

2-01-070 Ralph M. Brown Act. All meetings of the Board of Directors and of its standing committees shall be conducted in accordance with the requirements of the Ralph M. Brown Act (Chapter 9, commencing with Section 54950, Part 1, Division 2, Title 5 of the Government Code).

2-01-080 Rules of Procedure. The Board of Directors may adopt rules governing the proceedings of the Board of Directors and of its standing and ad hoc committees. Such rules may be suspended or modified from time to time by action of the Board of Directors. All proceedings of the Board of Directors and of its standing and ad hoc committees shall be governed by applicable law and such rules as are adopted by the Board of Directors. The General Counsel shall act as parliamentarian and, on request of the President, shall give parliamentary advice. The failure to follow Board adopted procedures shall not invalidate any action taken.

2-01-090 Committees. The Board of Directors may establish standing committees and may adopt policies governing the committees' subject matter jurisdiction, membership, committee appointments, quorum requirements, and other procedures. Committees shall meet on the call of their chairpersons or as otherwise provided by Board adopted policies. The Board of Directors may delegate to committees any responsibilities authorized by law including the power to approve contracts with a super-majority vote. The President of the Board of Directors may designate ad hoc committees to study specific projects or matters subject to the concurrence of the Board of Directors, and shall make appointments to ad hoc committees.

2-01-100 Advisory Committees. The Board shall appoint advisory committees as provided under Public Utilities Code Section 130105.

2-01-110 Public Hearings. Certain actions taken by the Board must be preceded by a public hearing. Public hearings shall be conducted when required and in the manner specified by statute.

2-01-120 Board Officers. Officers of SBCTA shall consist of a President, and a Vice President, who shall all be voting members of the Board of Directors. The President shall be the presiding officer of the Board of Directors. The Vice President shall act in his or her absence. In the event of their absence or inability to act, the members present, by an order entered in the minutes, shall select one of their members to act as President Pro Tempore, who, while so acting, shall have all of the authority of the President.

2-01-130 Elections. The President and Vice President shall be elected by the Board of Directors from among its own membership annually at the last regular meeting of SBCTA's fiscal year and shall take office at the next regular Board meeting subsequent to the election. A representative may serve any number of one-year terms of office as President or Vice President provided that no representative shall serve more than two consecutive one-year terms in the same office.

2-01-140 Vacancies. A vacancy shall immediately occur in the office of the President or Vice President if the officer resigns from the office, or ceases to be a member of the Board. Upon the occurrence of a vacancy in the office of President or Vice President, the Board of Directors shall elect a President or Vice President, as the case may be, from among its members at-large to serve for the balance of the unexpired term.

2-01-150 Nominations. A seven-member nominating committee, consisting of one county supervisor and two representatives each from the East Valley, Mountain/Desert and West Valley subareas, who are appointed by their respective subarea or county representatives, shall nominate representatives from any of the subareas and/or the county for the office of President and/or office of Vice President. The President shall serve on the nominating committee as the representative from his/her subarea or county. Candidates for the office of President or Vice President may apply to the nominating committee. Members of the nominating committee, except for the President and the Vice President, if applicable, shall not be eligible for election as the President or Vice President. This nominating committee process shall apply preceding any election of President or Vice President.

2-01-160 Powers and Duties. The Board of Directors shall:

1. Conduct the affairs of SBCTA.
2. Make policy decisions and the determination of policy matters.
3. Review the proposed budget submitted by the Executive Director and shall adopt an annual budget. The Board shall have the power to transfer funds within the total budget amount in order to meet unanticipated needs or changed situation.
4. Appoint, fix the total compensation of, and remove an Executive Director, a General Counsel, ~~Secretary, Treasurer~~ and such other officers as the Board deems necessary to carry out the duties and functions of SBCTA.

5. Create and discontinue positions in the employ of SBCTA and fix total compensation of such positions.

Chapter 2-05 Board Actions

2-05-010 Motions/Minute Order. The Board may take action by way of motion or minute order if:

1. The action is non-penal in nature;
2. The action is not intended to be a local law;
3. An ordinance or resolution is not specifically required; or
4. A formal document reflecting the Board's action is not necessary.

2-05-020 Resolutions. The Board may take action by resolution when authorized or required by statute. Resolutions may also be adopted to evidence any decision made by the Board within SBCTA's police power. Resolutions become effective immediately upon adoption by the Board, unless otherwise specified by statute or by the resolutions.

2-05-030 Ordinances. Ordinances shall be introduced, adopted, posted or published, and effective as set forth in Title 4, Division 3, Part 2, Chapter 2 of the California Government Code. References to City Clerk, City Council and Mayor shall mean Clerk of the Board, Board of Directors and Board President respectively.

Chapter 2-10 Executive Director

2-10-010 Chief Administrative Officer. The Executive Director shall be the chief administrative officer of SBCTA.

2-10-020 Compensation. He or she shall receive such compensation as may be fixed by the Board of Directors.

2-10-030 Powers and Duties. The powers and duties of the Executive Director are:

1. Subject to the authority of the Board of Directors, to administer the affairs of SBCTA.
2. To appoint, direct and remove all employees, who are not Board of Directors appointees.
3. Annually to prepare and present a proposed budget to the Board of Directors and to control the approved budget.
4. To attend the meetings of the Board of Directors.
5. To perform such other and additional duties as the Board of Directors may require.

2-10-040 SBCOG. The Executive Director may also serve as Executive Director of San Bernardino Associated Governments with no additional compensation.

Chapter 2-15 Board Secretary

2-15-010 Clerk of the Board. The Board Secretary shall be the Clerk of the Board. The Secretary shall keep a record of all proceedings and perform the usual duties of such office.

2-15-020 SBCOG. The Board Secretary may also serve as Clerk of the Board of San Bernardino Associated Governments with no additional compensation.

Chapter 2-20 General Counsel

2-20-010 General Counsel. The General Counsel shall be the chief legal advisor of SBCTA.

2-20-020 Compensation. She or he shall receive such compensation as may be fixed by the Board of Directors.

2-20-030 Powers and Duties. The powers and duties of the General Counsel are:

1. Subject to the direction of the Board of Directors, to provide legal advice and representation for SBCTA.
2. To appoint, retain, direct and remove all legal counsel and legal staff of SBCTA.
3. To attend the meetings of the Board of Directors.
4. To perform such other and additional duties as the Board of Directors may require.

2-20-040 SBCOG. The SBCTA General Counsel may also serve as the General Counsel for San Bernardino Associated Governments with no additional compensation.

Chapter 2-30 Board Treasurer

2-30-010 Chief Financial Officer. The Board Treasurer shall be the SBCTA Chief Financial Officer. The Treasurer shall have custody of all funds, and perform the usual duties of such office.

2-30-020 SANBAG. The SBCTA Chief Financial Officer may also serve as the Treasurer of the San Bernardino Associated Governments with no additional compensation.

Chapter 2-40 Claims for Money or Damages

2-40-010 Applicability. All claims for money or damages against SBCTA are governed by Division 3.6 (commencing with Section 810) of Title 1 of the Government Code (Government Claims Act) except as provided therein, or by other expressly applicable statutes or regulations.

2-40-020. Section 905 Excepted Claims. Pursuant to Government Code Section 935, all claims against SBCTA for money or damages which are excepted by Section 905 of the Government Code from the provisions of Chapters 1 and 2 of Part 3 of

Division 3.6 of Title 1 of the Government Code, and which are not governed by any other statutes or regulations expressly relating thereto, shall be governed by the procedures prescribed in this chapter.

2-40-030 Claim Prerequisites. No suit for money or damages may be brought against SBCTA on a cause of action specified in section 2-40-020 unless a written claim therefore has first been filed and acted upon in conformity with this chapter and Government Code Sections 945.6 and 946.

2-40-040 Claims - Time Limitation. The claim for any cause of action specified in section 2-40-020 shall be presented in the manner provided in section 2-40-050 not later than one year after the accrual of the cause of action; except that a claim on a cause of action for death or for injury to person or to personal property or growing crops shall be presented not later than six months after the accrual of the cause of action.

2-40-050 Claims - Presentation and Contents. A signed, written claim shall be presented to SBCTA by mailing or delivering it to the Board Secretary by the claimant or by a person acting on the claimant's behalf. The claim shall conform to the requirements of Government Code Section 910 or of a form provided by SBCTA.

2-40-060 Claims - Late Filing. The late filing of claims governed by this chapter will be subject to the procedures set forth in those provisions of the Government Code referred to in subdivision (e) of Government Code Section 935.

2-40-070 Denial of Claims. Authority to deny claims filed under Government Code Section 935 or under the Government Claims Act may be delegated by Board policy adopted by resolution or ordinance.

2-40-080 Settlement of Claims. Authority to settle claims filed under Government Code Section 935 or under the Government Claims Act may be delegated by Board policy adopted by resolution or ordinance.

Title 3 Finance

Chapter 3-01 Budget

3-01-010 Budget submission and adoption. The SBCTA budget shall be submitted to the Board of Directors by the executive Director on or before the second to last regular meeting of each fiscal year. The annual budget shall be adopted by the Board of Directors not later than the last regular meeting of each fiscal year.

3-01-020 Public hearing. Notice of the time and place of the public hearing for the adoption of the annual budget shall be published pursuant to Section 6061 of the Government

Code, and shall be published not later than the 15th day prior to the date of the hearing. (Public Utilities Code Section 130106)

3-01-030 Public inspection. The proposed annual budget shall be available for public inspection at least 15 days prior to the hearing. (Public Utilities Code Section 130106)

Title 4 Contracting

Chapter 4-01

4-01-010 Procurements. All contracts and purchase orders for construction projects, professional, non-professional and maintenance services, leases of real property, and the purchase of goods shall be processed in accordance with California Public Utilities and Public Contract Codes, state and federal law, and policies established and adopted by the Board of Directors. The Board of Directors may authorize the waiver of such policies to the extent not inconsistent with state or federal law.

4-01-020 Real Property. All contracts for leases, acquisitions, dispositions and use of real property shall be processed in accordance with state and federal law, and policies established and adopted by the Board of Directors. All real property which is owned by or under the control and jurisdiction of SBCTA shall be managed, maintained, operated and used in accordance with policies adopted by the Board of Directors.

Title 5 Personnel

Chapter 5-01

5-01-010 Board. The Board of Directors shall have authority over staffing of SBCTA. Such authority shall be exercised through budgeting decisions and the adoption of personnel policies.

5-01-020 Policies. The Executive Director shall have sole authority and responsibility to provide the management, interpretation and application of all personnel policies and shall maintain and enforce personnel procedures consistent with these policies.

5-01-030 SANBAG. SBCTA staff may serve as staff of San Bernardino Associated Governments subject to reimbursement of SBCTA's staffing costs.

Minute Action

AGENDA ITEM: 44

Date: July 5, 2023

Subject:

Amendment No. 1 to Sole Source Contract No. 23-1002956 with Theodora Oringher for Legal Representation related to Contractor Claims/Litigation

Recommendation:

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

A. Approve Interstate 10 Corridor Freight and Express Lanes Project - Contract 1 Program Budget Updates shown within Table 1 as of June 2023, resulting in a net zero change to the project budget of \$948.9 million.

B. Approve Amendment No. 1 to **Sole Source** Contract No. 23-1002956 with Theodora Oringher, P.C., for representation regarding Interstate 10 Corridor Freight and Express Lanes Project - Contract 1 contractor claims and litigation, to increase the contract amount by \$2,050,000, for a revised contract total of \$2,700,000, to be funded with Measure I Valley Freeway Program funds.

Background:

In March 2023, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved **Sole Source** Contract No. 23-1002956 with Theodora Oringher, P.C. (TO), with a not-to-exceed amount of \$650,000, to continue representing SBCTA with regard to construction-related claims made by Lane Security Paving Joint Venture the Design-Build (DB) Contractor (Contractor) for the Interstate 10 (I-10) Corridor Freight and Express Lanes Project - Contract 1 (Project), including any related litigation.

The Project, which includes construction work to widen the freeway and install two new express lanes in each direction from the Los Angeles County line to the Interstate 15 (I-15) interchange, is approximately 75% complete. Due to the current construction status and potential project delays, staff reviewed the Project budget and the Board approved several funding updates at the March 2023 Board meeting for additional work. The increase in the Project budget was approved for a number of additional support activities, including supplemental legal support, for the Project.

TO has provided construction-related claim and litigation support for this Project since March 2023 and the level of effort required to support the Contractor's claims, specifically in relation to preparation for mediation scheduled for late July 2023, has exceeded initial expectations. The original contract budget covered the period from March 2023 through July 2023. In preparation for the July 2023 mediation, it has become apparent that there are other areas where TO legal support is necessary, including additional claim support, Disputes Review Board support and additional litigation support if mediation is unsuccessful. With no Board meeting scheduled for August, staff is presenting this item directly to the Board for consideration at its July 2023 meeting without prior committee review to ensure continuity of legal services to support the upcoming mediation and other contractor claims and disputes.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 2

TO has provided a cost proposal for litigation support assuming mediation does not resolve the primary Contractor claim, and the cost proposal includes litigation and discovery support as well as support for a second mediation. However, at this time, staff is not requesting an amendment to cover full costs for litigation or a second mediation until more information is known based on the outcome of the initial mediation. A better understanding of legal costs will be known following the initial mediation, and at that time, staff will review additional legal needs compared to other approved project costs and present a recommendation for Board consideration if necessary. If future recommendations are developed due to additional legal support needs, a detailed analysis of the overall Project budget will be performed to evaluate if a Project budget increase is required and the associated Project and/or budget impacts will be presented for Board consideration.

Amendment No. 1 to the TO contract requests an additional \$2,050,000 for a new not-to-exceed contract amount of \$2,700,000. Based on project progress to date, this amendment does not require an update to the overall Project budget but requires a funding plan update to properly account for legal services under the appropriate project activity. Table 1 indicates a shift of \$2,050,000 from Right-of-Way (ROW) to Project Development for the additional legal support. As ROW activities are nearing completion, a shift of funds from ROW to Project Development is not anticipated to impact successful completion of all ROW activities. As noted in Table 1, the shift of project funds and associated TO contract amendment do not change the overall Project budget of \$948.9 million.

Table 1- Funding Plan Update (June 2023)

	Original Budget	Current Budget	June 2023 Update	Increase/ (Decrease)
Program Management	\$15,625,530	\$14,325,530	\$14,325,530	
Prelim Eng. And Environmental	\$8,828,472	\$8,828,472	\$8,828,472	-
Project Development	\$8,607,500	\$8,957,500	\$11,007,500	\$2,050,000
Project Construction Management	\$51,994,950	\$76,311,934	\$76,311,934	-
Project Construction Management Contingency	\$1,005,050	\$3,000,129	\$3,000,129	-
Caltrans Support (PE)	\$1,400,000	\$400,000	\$400,000	-
Caltrans Support (ROW/DB Construction)	\$17,900,000	\$23,000,000	\$23,000,000	-
Design Build Contract	\$672,900,000	\$685,678,938	\$685,678,938	-
Design Build Contingency/Supplemental Work	\$73,265,930	\$39,086,992	\$39,086,992	-
Toll Service Provider w/ Contingency	\$20,405,596	\$20,405,596	\$20,405,596	-
Toll Collection System w/Contingency	\$0	\$1,000,000	\$1,000,000	-
Right of Way	\$46,000,000	\$56,350,000	\$54,300,000	(\$2,050,000)
Landscape Maintenance	\$4,200,000	\$4,200,000	\$4,200,000	-
Financial Costs	\$6,964,000	\$7,364,000	\$7,364,000	-
Total	\$929,097,028	\$948,909,091	\$948,909,091	-

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 budget.

San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 3

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. This item is presented directly to the Board without prior committee review to allow for Board consideration to ensure sufficient and continued legal support as the initial contract budget term extended from March 2023 through July 2023 and legal support needs have exceeded the original anticipated level of support. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:

Timothy Byrne, Director of Toll Operations

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

Contract No:	<u>23-1002956</u>	Amendment No.:	<u>1</u>
Contract Class:	<u>Payable</u>	Department:	<u>Project Delivery</u>
Vendor No.:	<u>03887</u>	Vendor Name:	<u>THEODORA ORINGHER, P.C.</u>
Description:	<u>I-10 Contract 1 Claims and Litigation Legal Support</u>		

List Any Related Contract Nos.:

Contract Authorization

Board of Directors Date: 07/05/2023 Board Item # 9705

Other Contracts	Sole Source?	Yes	Administrative Budget Adjustment
Local	Professional Services (Non-A&E)		N/A

Estimated Start Date: 03/01/2023 Expiration Date: 02/28/2028 Revised Expiration Date:

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

Total Contract Funding: Total Contingency:

[illegible]

Chad Costello

Timothy Byrne

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

AMENDMENT NO. 1 TO CONTRACT NO. 23-1002956

FOR

LITIGATION

(THEODORA ORINGHER, P.C.)

This AMENDMENT No. 1 to Contract No. 23-1002956 is made by and between the San Bernardino County Transportation Authority ("SBCTA") and Theodora Oringher, P.C. ("ATTORNEY"). SBCTA and ATTORNEY are each a "Party" and collectively the "Parties" herein.

RECITALS:

- A. On March 1, 2023, the SBCTA Board of Directors approved Contract No. 23-1002956 ("Contract") to engage the services of ATTORNEY to provide legal services related to I-10 Corridor Construction Contract 1 Contractor claims and litigation.
- B. SBCTA has an ongoing need for the legal services described in Exhibit A to the Contract; and
- C. Parties desire to amend the Contract to increase the not-to-exceed amount by \$2,050,000, for a revised total of \$2,700,000, to allow ATTORNEY to complete work within a revised project budget.

NOW, THEREFORE, the Parties agree as follows:

1. Section 3.1 is revised in its entirety to read as follows:

"The total Not-To-Exceed Amount is Two Million Seven Hundred Thousand Dollars (\$2,700,000) for Work to be provided under this Contract. SBCTA shall compensate ATTORNEY for Work performed pursuant to the rates set forth in Exhibit B, "Attorneys' Fees and Charges". The hourly rates identified in Exhibit B shall remain fixed for the term of this Contract and include ATTORNEY's direct labor costs, indirect costs, and profit subject to 3.2 below. All costs and expenses shall be reimbursed for the amounts identified in Exhibit B. SBCTA will not reimburse for any expenses not shown in Exhibit B. Due to the uncertainties and variability of litigation strategies by opposing counsel, ATTORNEY does not agree that it can complete the litigation within the Not-To-Exceed Amount. However, if the total cost of the litigation approaches the Not-To-Exceed figure, ATTORNEY will notify SBCTA so that SBCTA and ATTORNEY can prepare a written amendment to this Agreement increasing the Not-To-Exceed Amount."

2. Exhibit B is revised in its entirety to be replaced by the attached Exhibit B.
3. The Recitals set forth above are incorporated herein by this reference.
4. Except as amended by this Amendment No. 1, all other provisions of the Contract shall remain in full force and effect.
5. This Amendment No. 1 is effective on the date executed by SBCTA.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 below.

THEODORA ORINGER P.C.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By:

Brian J. Headman
Senior Attorney

By:

Dawn M. Rowe
President, Board of Directors

Date:

Date:

APPROVED AS TO FORM:

By:

Juanda L. Daniel
Assistant General Counsel

Date:

EXHIBIT B - "ATTORNEYS' FEES AND CHARGES"

Name	Classification/Title	Job Function	Hourly Rate	
Brian J. Headman	Senior Attorney	Litigation Attorney	\$	535
Katherine J. Flores	Senior Attorney	Litigation Attorney	\$	535
TBD	Senior Attorney	Litigation Attorney	\$	535
Adrian L. Canzoneri	Associate	Litigation Attorney	\$	435
Emily J. Leifer	Associate	Litigation Attorney	\$	435
TBD	Associate	Litigation Attorney	\$	435
TBD	Paralegal	Litigation Paralegal	\$	225
Garry Cohoe	Subject Matter Expert	Claim Support	\$	507.27

SBCTA will pay directly or reimburse ATTORNEY through the ATTORNEY's invoicing for all out-of-pocket expenses reasonably incurred in connection with this engagement. Such expenses include, without limitation, filing fees, database research, reporter fees, witness fees, bond fees, court costs, long distance telephone, electronic discovery or due diligence vendor fees, delivery, copying, travel, and secretarial or staff overtime if needed. When evening or weekend work is required, we may incur actual costs in using our office space, including after-hours HVAC charges, which will be reimbursed by SBCTA.

Minute Action

AGENDA ITEM: 45

Date: July 5, 2023

Subject:

Interstate 10 Corridor Freight and Express Lanes Project - Contract 1 Construction Zone Enhanced Program Service with California Highway Patrol Amendment No. 1 to Agreement No. 18-1001972

Recommendation:

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

Authorize the Executive Director, or his designee, to execute Amendment No.1 to Agreement No. 18-1001972 for Construction Zone Enhanced Enforcement Program service with the California Highway Patrol for the Interstate 10 Corridor Freight and Express Lanes Project - Contract 1 to increase the total cost by \$750,000 for a new not-to-exceed amount of \$3,250,000, subject to approval as to form by SBCTA General Counsel.

Background:

On September 5, 2018, San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Agreement No. 18-1001972 for Construction Zone Enhanced Enforcement Program (COZEEP) service with the California Highway Patrol (CHP) for the Interstate 10 (I-10) Corridor Freight and Express Lanes Project - Contract 1 (Project). COZEEP service is required for full freeway closures and when two or more freeway lanes are closed according to the California Department of Transportation (Caltrans) Construction Manual. The agreement also enables SBCTA to utilize CHP officers and vehicles to patrol Project construction zones to reduce potential accidents and assist with traffic breaks as needed for construction activities. CHP presence typically reduces traffic speed throughout the construction zone, increasing overall corridor safety for the traveling public and construction workers.

CHP charges are based on CHP officer hourly and mileage rates and these rates are determined by CHP collective bargaining agreements and statutes. According to the Project Design-Build contract, SBCTA will be credited by the contractor for all COZEEP costs required for Project construction. The original contract amount was a not-to-exceed amount of \$2,500,000 with a contract term from September 2018 through December 2023. The level of COZEEP support has been greater than initially anticipated due to an increase in lane and freeway closures. To ensure funding is available to support Project construction activity, it is necessary to request Board approval without presentation to the Metro Valley Study Session as staff does not want to risk available fund depletion before the next opportunity for the Board to consider this item at the September 2023 meeting.

This amendment request is to increase the amount by \$750,000 for a total not-to-exceed amount of \$3,250,000. In addition to supporting closures for construction activity, SBCTA has requested an increase of CHP traffic enforcement to reduce traffic incidents and vehicle speeds within the work zones. This amendment will address the expected higher COZEEP usage and additional traffic enforcement from July 2023 through the end of the contract term (December 2023).

As reported to the Board at the January 2023 meeting, the current Project substantial completion date reflects a delay from summer 2023 to March 2024. Staff is working with CHP to develop a

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 2

new contract, which will provide COZEEP service beginning January 2024 through Project completion.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget under Task No 0820 Freeway Projects, Sub-Task No 0823 I-10 Corridor Contract 1.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review due to depletion of budget quicker than anticipated because of CHP support for more project construction closures than originally scheduled and the need for continued CHP support. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Philip Chu, Chief of Toll Operations

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

San Bernardino County Transportation Authority

Contract No.: 18-1001972 Amendment No.: 1

Contract Class: Payable Department: Project Delivery

Vendor No.: 00493 Vendor Name: California Highway Patrol

Description: I-10 Corridor Contract 1 CHP Construction Zone Enhanced Enforcement Program (COZEEP)

Dollar Amount					
Original Contract	\$	2,500,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	750,000.00	Current Amendment	\$	-
Total/Revised Contract Value	\$	3,250,000.00	Total Contingency Value	\$	-
	Total Dollar Authority (Contract Value and Contingency)			\$	3,250,000.00

Board of Directors	Date: 07/05/2023	Board	Item # 9691
--------------------	------------------	-------	-------------

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

[illegible]

Task Manager (Print Name)

Additional Notes:

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

<input type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
	18R801001-0	1	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

San Bernardino County Transportation Authority (SBCTA)

2. The term of this Agreement is:

START DATE

09/01/2018

THROUGH END DATE

12/31/2023

3. The maximum amount of this Agreement after this Amendment is:

\$3,250,000 Three Million Two Hundred and Fifty Thousand Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Agreement Number 18R801001-0 (SBCTA Contract No. 18-1001972), approved on 9/18/2018 is hereby amended to increase the contract value by \$750,000 to \$3,250,000. The term of the agreement remains the same.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Bernardino County Transportation Authority (SBCTA)

CONTRACTOR BUSINESS ADDRESS

1170 West Third Street, 2nd Floor

CITY

San Bernardino

STATE

CA

ZIP

92410

PRINTED NAME OF PERSON SIGNING

Raymond W. Wolfe

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 North 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Minute Action

AGENDA ITEM: 46

Date: July 5, 2023

Subject:

State Route 210 Lane Addition and Baseline Interchange Establish Existing Planting Contract Award

Recommendation:

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

A. Approve Contract No. 23-1002917 with Diverscape, Inc. (dba Diversified Landscape Co.), to Establish Existing Planting maintenance for the State Route 210 Lane Addition and Baseline Interchange Project, in the amount of \$986,380.

B. Approve an allowance/contingency for Contract No. 23-1002917 totaling a not-to-exceed amount of \$173,638, for Supplemental Work, and Project Contingency, and authorize the Executive Director, or his designee, to release contingency as necessary for the project.

Background:

In February 2018 and June 2019, respectively, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) executed Cooperative Agreement No. 17-1001722 and Amendment No. 1 to Cooperative Agreement No. 17-1001722 with the California Department of Transportation (Caltrans), whereby SBCTA is the lead agency for construction of the State Route (SR) 210 Lane Addition and Baseline Interchange within the Cities of Highland and Redlands, between Sterling Avenue and Interstate 10 (I-10).

In November 2019, the Board approved the award of Contract No. 19-1002078 to Guy F. Atkinson Construction, LLC. for freeway widening, including highway landscape construction followed by one-year of plant establishment. This contract is scheduled for completion in August 2023.

In addition to landscape construction and a one-year plant establishment period, SBCTA shall provide four years of Establish Existing Planting (EEP) maintenance per SBCTA Measure I Major Projects Program, Landscape Policy No. 34502. The new four-year EEP contract is required to be in place upon completion of the one-year plant establishment..

Per the Cooperative Agreement No. 17-1001722 between Caltrans and SBCTA, SBCTA shall advertise and award a contract for the four-year landscape EEP maintenance and shall be responsible for the water costs during the first two years of the maintenance period. After the first two-year period, Caltrans will be responsible for payment of water supplied to the project.

In April 2023, the Board approved the release of the Invitation for Bids (IFB) No. 23-1002917 for the landscape maintenance of the SR 210 Lane Addition and Baseline Interchange Project (Project).

The IFB was released on April 18, 2023, and received by 36 vendors registered on PlanetBids and was downloaded by 14 vendors. The solicitation was issued in accordance with SBCTA's policies and procedures for construction projects. The engineer's construction cost estimate including bid items, supplemental work, agency furnished items, and contingency was \$1,155,000.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 5, 2023

Page 2

A pre-bid meeting was held on April 25, 2023, and no firms attended. Addendum No. 1 was issued on May 1, 2023, revising quantities and adding two additional sheets to the project plans. Addendum No. 2 was issued on May 3, 2023, updating the engineer's estimate for the project. The Question and Answer period closed on May 2, 2023, and responses were posted on May 3, 2023.

On May 16, 2023, SBCTA received one bid from Diverscape, Inc. (dba Diversified Landscape Co.). The SBCTA Procurement Analyst performed a responsiveness check and deemed the bid responsive.

Bids were reviewed by staff for compliance with the IFB. The Diverscape, Inc. (dba Diversified Landscape Co.) bid was found to be responsive, responsible and compliant with all IFB requirements. Therefore, staff is recommending that the Board award Contract No. 23-1002917 for the Project to Diverscape, Inc. (dba Diversified Landscape Co.) in a not-to-exceed amount of \$986,380.

Staff is also recommending approval of an allowance/contingency totaling a not-to-exceed amount of \$173,638 for Contract No. 23-1002917, consisting of supplemental work at \$75,000 and Project contingency of \$98,638 (refer to Exhibit B), and authorize the Executive Director, or his designee, to release the contingency as necessary for the project.

Pursuant to Contracting and Procurement Policy 11000, Section V.B.2.d, construction contracts that are awarded to the lowest responsive responsible bidder may proceed directly to the Board without prior review or recommendation by a Policy Committee.

Exhibit A provides a listing of the bid results and Exhibit B summarizes allowances for supplemental work, agency furnished materials and contingency.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0887 SR 210 Lane Addition, Task No. 0830 Interchange Projects and Sub-Task No. 0803 SR 210 Baseline Interchange.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors at its July 5, 2023 meeting pursuant to Contracting and Procurement Policy No. 11000, Section V.B.2.d, as this is a construction contract award to the lowest responsive responsible bidder. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Responsible Staff:

Juan Lizarde, Project Manager

Approved
Board of Directors
Date: July 5, 2023

Witnessed By:

Contract No:	<u>23-1002917</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Project Delivery</u>
Vendor No.:	<u>00701</u>	Vendor Name:	<u>Diverscape, Inc. (dba DIVERSIFIED LANDSCAPE CO.)</u>
Description:	<u>SR-210 Lane Addition and Baseline Interchange EEP Contract</u>		

List Any Related Contract Nos.:

Dollar Amount							
Original Contract		\$	986,380.00	Original Contingency		\$	173,638.00
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	986,380.00	Total Contingency Value		\$	173,638.00
	Total Dollar Authority (Contract Value and Contingency)					\$	1,160,018.00

Board of Directors	Date: 07/05/2023	Board	Item # 9669
Contract Management (Internal Purposes Only)			

Board of Directors

Date: 07/05/2023

Board

Item # 9669

Contract Management (Internal Purposes Only)

Capital Project Contracts

Sole Source? No

No Budget Adjustment

Local

Landscape Maintenance

N/A

Accounts Payable

Estimated Start Date:	07/05/2023
-----------------------	------------

Expiration Date: 12/31/2039

Revised Expiration Date:

NHS: Yes

QMP/QAP:

N/A

Prevailing Wage:

N/A

Total Contract Funding:

Total Contingency:

[illegible]

Kristi Harris

Tim Byrne

Construction Manager (Print Name)

Task Manager (Print Name)

Additional Notes: The Contingency Amount above includes 10% Contingency at \$98,638.00 and Supplemental Work of \$75,000.00.

CONTRACT NO. 23-1002917**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****DIVERSCAPE, INC. (DBA DIVERSIFIED LANDSCAPE CO)****FOR****STATE ROUTE 210 LANE ADDITION AND BASE LINE INTERCHANGE
ESTABLISH EXISTING PLANTING**

This contract ("Contract") is effective on the Effective Date as defined herein, by and between San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Diverscape, Inc. (dba Diversified Landscape Co) ("CONTRACTOR") whose address is 21730 Bundy Canyon Road, Wildomar, CA 92595. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, SBCTA has determined that it requires establishment of existing planting; and

WHEREAS, the work described herein cannot be performed by the employees of SBCTA; and

WHEREAS, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform all work described herein identified herein; and

WHEREAS, CONTRACTOR desires to perform all work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth in this contract.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents: the Contract Articles; Invitation For Bids 23-1002917 (IFB) dated April 18, 2023; bid dated May 16, 2023; the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished; Project Plans dated July 29, 2019; Addenda Nos. 1 and 2; Special Provisions dated April 18, 2023 and Performance and Payment Bonds.

ARTICLE 2. BONDS

CONTRACTOR will furnish a Payment bond, in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price, and a faithful Performance bond in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price; said bonds to be secured from a surety company satisfactory to SBCTA within ten (10) working days of the date of SBCTA's delivery to CONTRACTOR of the Notice of Award this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

ARTICLE 3. PROMPT PAYMENT/RETENTION

CONTRACTOR is required to pay all subcontractors for satisfactory performance of their work no later than 7 days from the date CONTRACTOR receives payment from SBCTA. SBCTA shall hold retainage from CONTRACTOR of five percent (5%) from each invoice and shall make prompt and regular incremental acceptances of portions, as determined by SBCTA, of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with SBCTA's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of: a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance; and/or non-compliance by a subcontractor. This Article applies to DBE and non-DBE sub-contractors.

ARTICLE 4. COMPENSATION

- 4.1 SBCTA agrees to pay, and CONTRACTOR agrees to accept as full payment for the work outlined in the Contract documents, the sum of **Nine Hundred Eighty-Six Thousand Three Hundred Eighty Dollars (\$986,380)**, including without limitation any compensation due for unit price work which shall be calculated as the actual number of such units performed multiplied by the unit price, subject to additions and deductions, if any, in accordance with said documents. Progress payments shall not be made more often than once each thirty (30) days, nor shall the amount paid be in excess of ninety-five percent (95%) of either the pro-rata amount due for completed work as the progress payment date, or of the full payment amount of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after acceptance of the Project. The Bid Schedule presented on the next page is incorporated into this Contract by this reference.

- 4.2 Pursuant to California Public Contract Code section 22300, CONTRACTOR has the option to deposit securities with an Escrow Agent acceptable to SBCTA as a substitute for retention earnings required to be withheld. Alternatively, CONTRACTOR may submit a written request to SBCTA, who shall make payments of the retention amount directly to the Escrow Agent. The market value of the securities deposited at the time of substitution shall be at least equal to the cash amount required to be withheld as retention under this Contract. CONTRACTOR shall be responsible for paying all fees incurred by the Escrow Agent in administering the Escrow Account. Securities eligible for investment under this section shall include those listed in section 16430 of the Government Code.
- 4.3 In addition, on any partial payment made after 95 percent of the work has been completed, SBCTA may reduce the amount withheld from payment pursuant to the requirements of this Article to such lesser amount as SBCTA determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. A reduction in retention will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to SBCTA and the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with SBCTA.

Item No.	Item Code	Item Description	Unit	Quantity	Unit Price	Total
1	070012A	ESTABLISH EXISTING PLANTING SR-210 LANE ADDITION	LS	1	\$576,180.00	\$576,180.00
2	070012AB	ESTABLISH EXISTING PLANTING SR-210 BASE LINE	LS	1	\$410,200.00	\$410,200.00
Total						\$986,380.00

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of work performed by the CONTRACTOR, work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of work will or may be affected by a shortage of funds, it will promptly notify CONTRACTOR. Nothing herein shall relieve SBCTA from its obligation to compensate CONTRACTOR for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision

ARTICLE 7. PERMITS AND LICENSES

CONTRACTOR agrees that he/she is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in the project plans and specifications. CONTRACTOR further agrees to maintain license through the entire duration of Contract without additional compensation from SBCTA. CONTRACTOR also agrees to keep current, as required by the "Notice to Bidders and Special Provisions", all permits required throughout the duration of the Project.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide SBCTA and its authorized representatives or agents access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow SBCTA, its representatives and agents to reproduce any materials as reasonably necessary.

ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Provisions referenced herein. CONTRACTOR shall incur no costs (excluding insurance and bonds) and shall not perform or furnish any work, services or equipment under this Contract, unless and until SBCTA has issued a written Notice To Proceed (NTP).

ARTICLE 10. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

10.1 CONTRACTOR agrees to comply with the Equal Employment Opportunity (EEO) provisions of this Article.

- 10.1.1 CONTRACTOR will work with SBCTA in carrying out EEO obligations and in SBCTA's review of his/her activities under the Contract.
- 10.2 CONTRACTOR will accept as its operating policy the following statement:
 "It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
- 10.2.1 EEO Officer: CONTRACTOR will designate and submit to SBCTA in writing the EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate SBCTA and responsibility to do so.
- 10.3 Dissemination of Policy: All employees of the CONTRACTOR who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- 10.3.1 Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- 10.3.2 All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.
- 10.3.3 All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority group employees.
- 10.3.4 Notices and posters setting forth the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- 10.3.5 CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 10.4 Recruitment: When advertising for employees, CONTRACTOR will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- 10.4.1 CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral

sources likely to yield qualified minority group applicants. To meet this requirement, CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to CONTRACTOR for employment consideration.

- 10.4.2 In the event CONTRACTOR has a valid bargaining agreement providing for exclusive hiring hall referrals, it is expected to observe the provisions of that agreement to the extent that the system permits CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)
- 10.4.3 CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 10.5 Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - 10.5.1 CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - 10.5.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - 10.5.3 CONTRACTOR will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - 10.5.4 CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.
- 10.6 Training and Promotion: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - 10.6.1 Consistent with CONTRACTOR's work force requirements and as permissible under Federal and State regulations, the CONTRACTOR shall make full use of training programs, i.e., apprenticeship and on-the-job training programs for the

geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

- 10.6.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.
- 10.6.3 CONTRACTOR will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 10.7 Unions: If CONTRACTOR relies in whole or in part upon unions as a source of employees, CONTRACTOR will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by CONTRACTOR either directly or through a CONTRACTOR's association acting, as agent will include the procedures set forth below:
 - 10.7.1 CONTRACTOR will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - 10.7.2 CONTRACTOR will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - 10.7.3 CONTRACTOR is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to CONTRACTOR, CONTRACTOR shall so certify to SBCTA and shall set forth what efforts have been made to obtain such information.
 - 10.7.4 In the event the union is unable to provide CONTRACTOR with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, CONTRACTOR will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which CONTRACTOR has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents CONTRACTOR from meeting these obligations, such CONTRACTOR shall immediately notify SBCTA.
- 10.8 CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall notify all potential subcontractors and suppliers of his/her EEO obligations under this Contract. Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, shall have equal opportunity to

compete for and perform subcontracts the CONTRACTOR enters into pursuant to this contract. CONTRACTOR will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. CONTRACTOR shall obtain lists of DBE construction firms from SBCTA. CONTRACTOR will use his best efforts to ensure subcontractor compliance with their EEO obligations.

- 10.9 Records and Reports: CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of SBCTA. The records kept by the CONTRACTOR shall document the following: The number of minority and non-minority group members and women employed in each work classification on the project; the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and the progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

- 10.9.1 CONTRACTOR will submit an annual report to SBCTA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, CONTRACTOR will be required to collect and report training data.

ARTICLE 11. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or to be contrary to the interests of SBCTA as to the Project. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, conflict of interest issues as soon as they are known to CONTRACTOR. CONTRACTOR agrees that CONTRACTOR and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102.

ARTICLE 12. REPRESENTATIONS

All work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that the Work performed shall conform to all drawings, plans and specifications herein.

ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 13.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by SBCTA, shall deliver to SBCTA the original of all such products, which shall become the property of SBCTA.

- 13.2 All materials, documents, data or information obtained from SBCTA's data files or any

SBCTA-owned medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of SBCTA.

- 13.3 Except as reasonably necessary for the performance of Work, CONTRACTOR agrees that it, its employees, agents, and subcontractors will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA pursuant to a prior contract, or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONTRACTOR for SBCTA in the performance and completion of CONTRACTOR's Work under this Contract shall be kept confidential until released in writing by SBCTA, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.
- 13.4 CONTRACTOR shall not use SBCTA's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 13.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties.
- 13.6 CONTRACTOR, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 14. TERMINATION

- 14.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Services and shall preserve work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 14.1.1 CONTRACTOR shall deliver to SBCTA all deliverables prepared by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA. Upon such delivery, CONTRACTOR may then invoice SBCTA for payment in accordance with the terms herein.
- 14.1.2 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive

from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.

- 14.1.3 CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR's field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

- 14.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have: (a) hold in abeyance further payments to CONTRACTOR; (b) stop any Work of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finish Services by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

- 14.2.1 CONTRACTOR shall deliver to SBCTA all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

- 14.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

ARTICLE 15. STOP WORK ORDER

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

ARTICLE 16. CLAIMS

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

Per Public Contract Code (PCC) §:9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code .

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant

sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing,

mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

ARTICLE 17. INSURANCE

17.1 Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONTRACTOR shall, at the CONTRACTOR's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

17.1.1 Commercial General Liability Insurance:

- CONTRACTOR shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$7,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - 1,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01).
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subcontractors of any tier performing any portion of the Work for

CONTRACTOR shall also obtain and maintain the CGL insurance coverage with limits not less than:

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

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

17.1.2 Umbrella/Excess CGL Insurance:

If the CONTRACTOR elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR'S primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

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

17.1.3 Commercial Auto Insurance – The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident, combined single limit coverage. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONTRACTOR services.
- Combined Bodily Injury and Property Damage Liability insurance

The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

17.1.4 Workers' Compensation/Employer's Liability Insurance – The policies must include the following:

- Coverage A. Statutory Benefits

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

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONTRACTOR or any subcontractor of any tier. All subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnitees in Article 18 below. SBCTA and CONTRACTOR must be certificate holders and must be provided at least 30 days advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days advance notice of cancellation shall be provided.

17.1.5 Technology Professional Liability Errors and Omissions Insurance - Intentionally Omitted

17.1.6 Professional Liability: - Intentionally Omitted

17.1.7 Builder's Risk Insurance –

CONTRACTOR shall purchase and maintain property insurance written on a builder's risk "Special Form Cause of Loss" or equivalent policy form in an amount equal to the not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a full replacement cost basis. The Builder's Risk policy shall include a soft cost endorsement that covers soft costs equal to twenty percent (20%) of the Contract's full value. Soft costs are defined as certain expenses, in addition to labor and materials, required to complete the Project that has been delayed due to unexpected physical damage and include, but are not limited to, the following: legal/accounting fees, design or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance shall include the interests of the Additional Insureds as named below, CONTRACTOR and the subcontractors of every tier on the Project as insureds. The insurance shall cover without limitation, loss or damage to the Work arising from the perils covered under "Special Form Cause of Loss" form coverage including, without duplication of coverage for theft, fire, lightning, explosion, or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for CONTRACTOR's services and expenses required as a result of such loss. During the Project construction period, CONTRACTOR and its subcontractors shall mutually waive all rights of recovery against each other and against the Additional Insureds identified below for damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. All applicable policies of insurance covering the Work or the property of the CONTRACTOR or subcontractor shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds identified below, CONTRACTOR and all subcontractors of every tier. Further, CONTRACTOR hereby releases, and shall cause its

subcontractors to release, the Indemnitees identified in Article 18 from any and all claims, losses and damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. There shall be no deductible or self-insured retention exceeding \$10,000.00 per loss, other than earthquake or flood which may have deductible or self-insured retentions not exceeding \$50,000.00. The policy may have sublimits not less than the following:

Earthquake \$1,000,000.00

Flood \$500,000.00

17.1.8 Contractor's Pollution Liability Insurance – Intentionally Omitted -

17.1.9 Railroad Protective Liability Insurance:

This coverage is only required if there is any work within 50 feet of a railroad.

If this coverage is required because of work with 50 feet of a railroad then the coverage and limits are dictated by a third party railroad and CONTRACTOR shall meet the requirement placed upon them by that third party railroad owner and/or operator. Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of the third party railroad operator and/or owner with respect to the operations they or any of their subcontractors perform on the Property. Minimum Limits: **\$2 million per occurrence** combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **\$6 million annual aggregate** shall apply. If providing coverage on the London claims-made form, the following provisions shall apply:

- The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:
 - It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

In cases of low hazard activity and insignificant risk to rail facilities, and if the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the Contractor are explicitly notified, trained, and supervised such that they are not permitted to have any contact with the track or its related improvements, the Railroad Protective Liability Insurance requirement may be waived by SBCTA, or its designated representative, in SBCTA's sole and absolute discretion, where SBCTA's agreements and obligations with rail operators allow it.

17.2 General Provisions

- 17.2.1 Qualifications of Insurance Carriers. - If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance

carriers must have a current A.M. Best rating of A-VIII or better 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.

- 17.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Forms acceptable to SBCTA that are substantially similar in coverage, to name San Bernardino County Transportation Authority, Caltrans, City of San Bernardino, City of Highland, City of Redlands 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 CONTRACTOR under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.
- 17.2.3 Proof of Coverage. – Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 17.2.4 Deductibles or Self-Insured Retention. - Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR 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. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. At the option of SBCTA, if the deductible or SIR is greater than \$ 10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.

- 17.2.5 CONTRACTOR's and Subcontractors' Insurance Will Be Primary. - All policies required to be maintained by the CONTRACTOR or any subcontractor with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONTRACTOR'S or subcontractors' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 17.2.6 Waiver of Subrogation Rights. - To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other CONTRACTOR, subcontractor or sub-subcontractor performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. CONTRACTOR shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.
- 17.2.7 Cancellation. - If any insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide SBCTA ten (10) days prior written notice. In any event, CONTRACTOR will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONTRACTOR receives within one business day after CONTRACTOR receives it by submitting it to SBCTA at procurement@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 17.2.8 Enforcement. - SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, or any subcontractor of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

- 17.2.9 No Waiver. - Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 17.2.10 Subcontractors' Insurance. – Insurance required of the CONTRACTOR shall be also provided by subcontractors or by CONTRACTOR on behalf of all subcontractors to cover their services performed under this Contract. CONTRACTOR may reduce types and the amounts of insurance limits provided by subcontractors to be proportionate to the amount of the subcontractor's contract and the level of liability exposure for the specific type of work performed by the subcontractor. CONTRACTOR shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subcontractor.
- 17.2.11 Higher limits. The Insurance obligations under this agreement shall be the greater of I- all the Insurance coverage and limits carried by or available to the Vendor; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.
- 17.2.12 Non-Limitation of Insurance Requirements. - The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the Contractor's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the Contractor shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the Contractor is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the Contractor arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The Contractor acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 17.2.13 Project Specific Insurance. - All insurance coverage required to be provided by CONTRACTOR, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.
- 17.2.14 No Representations or Warranties. - SBCTA makes no representation or warranty

that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONTRACTOR against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

- 17.2.15 Review of Coverage. – SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONTRACTOR to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONTRACTOR, whereupon the CONTRACTOR will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.
- 17.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 18. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless San Bernardino County Transportation Authority (SBCTA), California Department of Transportation (Caltrans), City of San Bernardino, City of Highland, City of Redlands and its officers, directors, members, employees, contractors, agents and volunteers (collectively the “Indemnitees”) from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. To the extent permitted by law, CONTRACTOR’s duties to defend and indemnify shall apply regardless of the existence or degree of fault of any of the Indemnitees. The duty of CONTRACTOR and its insurers to provide a defense shall be immediate upon receipt of a written tender of defense from any of the Indemnitees, notwithstanding any subsequent allocation of defense costs that may be required by law. CONTRACTOR’s indemnification obligation applies to the “passive” negligence of any of the Indemnitees, but does not apply to the “sole” or “active” negligence or “willful misconduct” of any of the Indemnitees within the meaning of Civil Code section 2782.

ARTICLE 19. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract shall become the property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 20. RECORD AND INSPECTION AND AUDITING

SBCTA, or any of its designees, representatives or agents, shall at all times have access during normal business hours to CONTRACTOR’s operations and products wherever they are in preparation or progress, and CONTRACTOR shall provide sufficient, safe and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of its rights to require CONTRACTOR to comply with the Contract or to subsequently reject any unsatisfactory Work or products.

ARTICLE 21. INDEPENDENT CONTRACTOR

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

ARTICLE 22. ATTORNEY'S FEES

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

ARTICLE 23. GOVERNING LAW AND VENUE

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

ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 25. PRECEDENCE

In case of a discrepancy among the Contract Documents, the order of precedence shall be as noted in the Notice to Bidder and Special Provisions.

ARTICLE 26. COMMUNICATIONS AND NOTICES

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 during regular business hours; (b) on the first business day following delivery by fax when made not during regular business hours; or (c) on the fourth business day following 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 Article. CONTRACTOR shall notify SBCTA of any changes within ten (10) business days of the change.

To: CONSTRUCTION	To: SBCTA
21730 Bundy Canyon Road,	1170 W. 3rd Street, 2nd Floor
Wildomar, CA 92595	San Bernardino, CA 92410-1715
Attn: Vicki Morales	Attn: Kristi Harris
2nd Contact: Anthony Rodriguez	Cc: Shaneka Morris, Procurement Manager
Email: vicki@diversifiedlandscape.com	Email: procurement@gosbcta.com
Phone: (951) 245-1686	Phone: (909) 884-8276

ARTICLE 27. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to SBCTA for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay SBCTA the sum of **one thousand dollars (\$1,000)** per each calendar day of delay as identified in the weekly statement of working days issued by SBCTA. SBCTA shall not withhold liquidated damages if the delay is determined by SBCTA to be excusable in accordance with the Force Majeure article of this Contract. SBCTA may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

ARTICLE 28. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from SBCTA.

ARTICLE 29. SUBCONTRACTS

29.1 CONTRACTOR shall perform with its own organization contract work amounting to not less **than 30 percent** (or a greater percentage if specified elsewhere in the Contract) of the total original contract price, excluding any specialty items designated by SBCTA. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by CONTRACTOR's own organization.

29.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.

29.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

29.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who

performs the work), and (b) such other of its own organizational resources (supervision, management, and engineering services) as SBCTA determines is necessary to assure the performance of the Contract.

29. 3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the prior written consent of SBCTA or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after SBCTA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, section 4100 et. seq. SBCTA's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. SBCTA reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

ARTICLE 30. COORDINATION WITH OTHER CONTRACTS

SBCTA may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and SBCTA's employees or agents and carefully fit its own work to such additional work as may be directed by SBCTA. CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other contractor or by SBCTA.

ARTICLE 31. PREVAILING WAGE REQUIREMENTS

- 31.1 CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- 31.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE 32. SAFETY

- 32.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation. CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as SBCTA may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under California Occupational Safety and Health Act of 1973.

32.2 It is a condition of this Contract that the Director of Industrial Relations or authorized representative thereof shall have right of entry to any site of Contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under California Occupational Safety and Health Act of 1973.

ARTICLE 33. DISADVANTAGED BUSINESS ENTERPRISE

33.1 Though no DBE goal is set for this Project, SBCTA encourages participation from small and Disadvantaged Business Enterprise (DBE). Firms interested in the DBE program may contact Shaneka Morris, Procurement Manager at (909) 884-8276.

ARTICLE 34. NONSEGREGATED FACILITIES

34.1 CONTRACTOR, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. CONTRACTOR agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

34.2 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).

34.3 CONTRACTOR agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

ARTICLE 35. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of SBCTA, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 36. CONFIDENTIALITY

Any SBCTA materials to which the CONTRACTOR or its agents has access to or materials prepared by the CONTRACTOR during the term of this Contract shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except as authorized by SBCTA. CONTRACTOR shall not release any reports, information of promotional materials or allow for the use of any photos of the project for any purposes without prior written approval from SBCTA.

ARTICLE 37. CONVICT LABOR

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

ARTICLE 38. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads, and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by SBCTA, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information from SBCTA will not relieve the CONTRACTOR from responsibility.

ARTICLE 39. CLEAN WATER REQUIREMENTS

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Porter-Cologne Water Quality Control Act (California Water Code §§13000 et seq.) and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et. seq. CONTRACTOR shall report each violation to SBCTA and understands and agrees that SBCTA will in turn report each violation as required to assure notification to the Regional Water Quality Control Board. CONTRACTOR shall include this requirement in every subcontract.

ARTICLE 40. DRUG FREE WORKPLACE

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

ARTICLE 41. SEVERABILITY

The partial or complete invalidity of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 42. FORCE MAJEURE

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

any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the CONTRACTOR.

ARTICLE 43. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 44. EFFECTIVE DATE

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

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

DRAFT

Attachment: 23-1002917 (9669 : SR 210 Lane Addition & Baseline Interchange EEP Contract Award)

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

**DIVERSCAPE, INC. (DBA
DIVERSIFIED LANDSCAPE CO)**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Vicki L. Moralez
Chief Executive Officer

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

Date: _____

By: _____
Paul J. Moralez
Secretary

Date: _____

Licensed in accordance with an act
providing for registration of contractors.

APPROVED AS TO FORM

License Number

Federal Employer
Identification Number

By: _____
Juanda L. Daniel
Assistant General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

EXHIBIT-A

BID RESULTS

Exhibit A

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

State Route 210 Lane Addition and Base Line Interchange Project Establish Existing Planting

Contract No. 23-1002917

Bid Opening: May 16, 2023 at 2:00 p.m.

#	Bidder	Final Bid Amount
1	Diversified Landscape Co, Inc.	\$986,380.00

Attachment: Ref only_ Exhibit A - Bids Received (9669 : SR 210 Lane Addition & Baseline Interchange EEP Contract Award)

EXHIBIT-B

CONTRACT SUMMARY

Exhibit B

Item	Item Description	Amount
SUPPLEMENTAL WORK ITEMS		
1	Replenish Gravel Mulch	\$ 50,000.00
2	Damage Repair	\$ 10,000.00
3	Tree Trimming	\$ 15,000.00
4	SUBTOTAL (1)	\$ 75,000.00
CONTINGENCY		
5	CONTINGENCIES (10% of Maintenance Contract)	\$ 98,638.00
6	SUBTOTAL (2)	\$ 98,638.00
7	TOTAL ALLOWANCES AND CONTINGENCY	\$ 173,638.00
SUMMARY		
1	MAINTENANCE CONTRACT 23-1002917	\$ 986,380.00
2	SUPPLEMENTAL WORK ITEMS	\$ 75,000.00
3	CONTINGENCY (10%)	\$ 98,638.00
TOTAL		\$ 1,160,018.00

Attachment: Ref-only_Exhibit-B (9669 : SR 210 Lane Addition & Baseline Interchange EEP Contract Award)

Minute Action

AGENDA ITEM: 47

Date: July 5, 2023

Subject:

Council of Governments Work Plan Update and Establishment of Council of Governments Ad Hoc Committee

Recommendation:

That the Board, acting as the San Bernardino Associated Governments (also known as SANBAG and operating as San Bernardino Council of Governments, or SBCOG):

A. Receive an update on the SBCOG Work Plan including the initial five-year plan adopted in 2018 and SBCOG functions.

B. Approve project and program recommendations under a two-year Work Plan for SBCOG and Equity Programs.

C. Approve the establishment of a Council of Governments Ad Hoc Committee comprised of seven Board members appointed by the SBCOG Board President, with a term through June 30, 2024.

Background:

On October 3, 2018, the San Bernardino Associated Governments (also known as SANBAG and operating as San Bernardino Council of Governments, or SBCOG) Board of Directors (Board) approved the first SBCOG Work Plan and associated costs. This five-year work plan set the stage for SBCOG and provided direction for projects and programs for SBCOG staff. SBCOG approved a work plan that identified projects over a three to five year period, spent down the \$1.4 million Property Assessed Clean Energy (PACE) fund revenue balance, and set a vision for the SBCOG's role as a regional government.

The project list and associated budget were the result of multiple discussions by Ad Hoc committees and ultimately, Board from the time period of 2017-2018. To create structure and a justified foundation that includes all SBCOG member agencies and the direction to proceed with the projects, staff looked to the Countywide Vision to function as the SBCOG's "General Plan." This document became the foundation of the COG because it has been established as the guide for the direction in which the County of San Bernardino (County) is determined to move over the long term. The elements identified within the Countywide Vision are those all local jurisdictions in the County have determined to be priority policy sectors. Following the concurrent nature of the projects identified by the Board and the Countywide Vision Elements, the SBCOG established a structure and validation for proceeding with the priority projects.

Since the approval of the 2018 Work Plan, SBCOG has worked diligently to implement the projects and ultimately carry out the role of SBCOG to serve its member agencies through coordination, collaboration, and consensus. A few projects and programs that have been completed, are being implemented, or are in development within this structure are:

- Emergency Communications Nurse System (ECNS) Program Creation and Implementation
- Housing Trust
- Senate Bill (SB) 1000 (Environmental Justice)

Entity: San Bernardino Council of Governments

Board of Directors Agenda Item

July 5, 2023

Page 2

These along with other priorities as they have come up over the last five years have not deviated much from the original themes of the projects. Examples of these include:

- Smart County Master Plan which encompasses the originally envisioned Broadband Needs Assessment
- Inland Regional Energy Network (I-REN) which encompasses several items on the original work plan including
 - Internship program plan
 - Workforce resources and toolkit
- Equity Programs which encompass
 - SB 1000
 - Policy Toolkit for Healthy Communities

In addition, SBCOG has worked to put tools in place that will help the agency be successful in implementing priorities of the Board in the future:

- Open Data Portal Dashboard, to be complete in mid-2023 in conjunction with the SB 1000 Toolkit
- Marketing Plan, currently being implemented
- Grant Writing Consultants

Since five years have passed from the time the 2018 Work Plan was approved, SBCOG staff has been working to provide an update to the Board and begun the process of updating the Work Plan for the next few years. The effort began by creating and meeting with an Ad Hoc of the City/County Manager's Technical Advisory Committee (CCMTAC) in August 2022. This discussion yielded recommendations included in this item. The priorities identified by the CCMTAC Ad Hoc are:

- Housing Trust
- Regional advocacy on issues outside of transportation
- Engaging Non-Profits/Non-Governmental Organization

Attachment 1 is the 2023-2025 SBCOG Work Plan, which lists these and other items, along with cost estimates and fiscal years of implementation. These programs and projects, in addition to the ongoing programs and projects identified in the attached PowerPoint, are currently funded within the SBCOG, Housing Trust, I-REN, and Equity programs of the SBCTA/SBCOG Fiscal Year 2023/2024 Budget.

Staff presented this information to the General Policy Committee on June 14, 2023, and the committee recommended the formation of an Ad Hoc Committee to provide guidance on the SBCOG budget and funding options. Recommendation C of this item reflects that committee recommendation, in accordance with SANBAG Bylaws Section IV. B. 3.

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was unanimously approved by the General Policy Committee on June 14, 2023. Recommendation C was added to this item at the Committee's direction, to designate an ad hoc committee subject to concurrence of the Board.

Responsible Staff:

Monique Reza-Arellano, Council of Governments and Equity Programs Manager

San Bernardino Council of Governments

This page was intentionally left blank

Approved
Board of Directors
Date: July 5, 2023
Witnessed By:

ATTACHMENT 1
2023-2025 SBCOG WORK PLAN

SBCOG / Equity Work Plan and Budget

	Program/ Project	COG	SBCTA	Partners	Grant Funds	FY
1	San Bernardino Regional Housing Trust Implementation				\$ 362,500	22-24
2	Smart County Master Plan		\$ 500,000	\$ 1,000,000		22-24
3	Small Business Study		\$ 50,000			22-24
4	Equity Framework - Strategy to work with NGOs and CBOs and SBCTA/SBCOG Policies/Processes/Projects		\$ 200,000		\$ 50,000	23-25
5	Outdoor Equity Program		\$ 10,000		\$ 700,000	22-25
6	SBCOG Regional Advocacy Strategy	\$ 50,000				24-25
SBCOG Work Plan Functions and Cost Borne by SBCOG						
7	Countywide Vision Leadership	staff time				Ongoing
8	Countywide Vision Element Group Participation	staff time				Ongoing
	City/County Conference Planning	staff time				Ongoing
9	Sponsorship Program Administration Annually	staff time				Ongoing
10	Business to Business Equity Track	staff time				Ongoing
11	CALCOG Dues	\$ 15,000				Ongoing
12	Project Controls	\$ 40,000				Ongoing
13	Stipends	\$ 36,600				Ongoing
14	Marketing	staff time				Ongoing
15	Grant Writing	\$ 52,500				Ongoing
		\$ 194,100	\$ 760,000	\$ 1,000,000	\$ 1,112,500	

Total SBCOG Work Plan Projects 2023-2025 \$ 3,066,600.00

Attachment: Attachment 1 2023 Update COG Work Plan (9758 : Council of Governments Work Plan

2023 SBCOG WORK PLAN AND BUDGET LOOK-AHEAD

	22/23	23/24	24/25	25/26	26/27
BEGINNING FUND BALANCE	\$ 12,093.00	\$ 72,649.00	\$ 54,333.00	\$ 55,352.00	\$ 36,216.00
REVENUES					
SBCOG FUNDS	\$ 431,276.00	\$ 397,943.00	\$ 464,609.00	\$ 473,901.00	\$ 483,379.00
REAP FUNDS		\$ 187,500.00	\$ 87,500.00	\$ 87,500.00	
ANTICIPATED REVENUE*			\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
TOTAL REVENUES	\$ 431,276.00	\$ 658,092.00	\$ 706,442.00	\$ 716,753.00	\$ 619,595.00
EXPENDITURES					
STAFF AND OPERATIONS	\$ 278,220.00	\$ 581,283.00	\$ 607,542.00	\$ 635,114.00	\$ 664,065.00
PROFESSIONAL SERVICES	\$ 92,500.00	\$ 95,125.00	\$ 97,881.00	\$ 100,775.00	\$ 103,814.00
TOTAL EXPENDITURES	\$ 370,720.00	\$ 676,408.00	\$ 705,423.00	\$ 735,889.00	\$ 767,879.00
ENDING FUND BALANCE	\$ 72,649.00	\$ 54,333.00	\$ 55,352.00	\$ 36,216.00	\$ (112,068.00)

*Sponsorships

*NEW MEMBERSHIP DUES AND SPONSORSHIPS

COG Work Plan and Budget		1	2	3	4	5	6
	Program/ Project	Total Cost	SBCTA	Partners	Grant Funds	COG	Funding Need
1	Optimizing Emergency Medical Services in San Bernardino County	\$ 300,000		\$ 150,000		\$ 150,000	\$ -
2	Workforce Resource ID and Toolkit	\$ 130,000				\$ 130,000	\$ -
3	Housing Strategic Plan and Summit	\$ 300,000				\$ 300,000	\$ -
4	CASE/School District Coordination	\$ 50,000				\$ 50,000	\$ -
5	Speaker Series - Partnership with WRCOG	\$ 25,000				\$ 25,000	\$ -
6	Broadband Needs Assessment	\$ 90,000				\$ 90,000	\$ -
7	Internship Program Plan	\$ 100,000				\$ 100,000	\$ -
8	Shared Services Program Plan	\$ 200,000				\$ 200,000	\$ -
9	Policy Toolkit for Healthy Communities Strategy Implementation	\$ 150,000				\$ 67,000	\$ 83,000
10	Healthy Development Checklist 2.0	\$ 150,000					\$ 150,000
11	Local Staff Training/Collaboration	\$ 25,000					\$ 25,000
12	Regional/BiCounty Healthy Communities Summit	\$ 25,000					\$ 25,000
13	SB 1000 (EJ)	\$ 150,000					\$ 150,000
14	IEGO	\$ -				\$ -	\$ -
15	Summer Meals Partnership	\$ -				\$ -	\$ -
16	Census 2020	\$ -				\$ -	\$ -
17	Alignment SBC	\$ -				\$ -	\$ -
18	California Association of Councils of Government	\$ -				\$ -	\$ -
19	Countywide Transformation Plan	\$ -				\$ -	\$ -
20	Green House Gas Reduction Plan	\$ 400,635			\$ 400,635		\$ -
21	Countywide Habitat Preservation	\$ 400,000		\$ 220,000	\$ 30,000		\$ 150,000
22	Climate Adaptation	\$ 600,000			\$ 600,000		\$ -
23	ZEV	\$ 170,000			\$ 170,000		\$ -
24	Forest Management Plan	\$ 266,000		\$ 190,000		PB (76500)	\$ -
25	Open Data Portal Dashboard	\$ 50,000			\$ 30,000	\$ 20,000	\$ -
26	Marketing	\$ 75,000				\$ 75,000	\$ -
27	Grant Writing (Existing Contract)	\$ 379,500				PB (379,500)	\$ -
28	Grant Writing (new 2 year contract in 2019)	\$ 285,000	\$ 142,500			\$ 142,500	\$ -
		\$ 4,321,135	\$ 142,500	\$ 560,000	\$ 1,230,635	\$ 1,349,500	\$ 583,000

Council of Governments Update

Monique Arellano
Council of Governments and Equity Programs Manager



cog

San Bernardino
Council of Governments

Quick COG History



2017 – Board Hired new COG Administrator position

– Board divided on

- What is COG
- Is COG needed
- Weighted Votes
- Is there anything for COG to do?
- What will the COG do that's not already being done?



SBCOG



Existing Plan Recap

Elements

Education

Environment

Housing

Image

Infrastructure

Jobs/
Economy

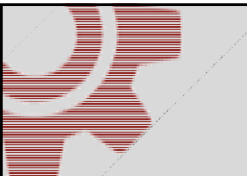
Public
Safety

Quality
of Life

Water

Wellness

SBCOG



COUNCIL OF GOVERNMENTS
FUNCTIONS


SBCOG

PLANNING

IREN

AIR QUALITY

EQUITY

SBCOG Functions



SBCOG Operating Budget: \$ 690,915 avg. for FY 23-25

- COG Dues are consistently less than operating budget
- Budget heavily supplemented through grants, project cost sharing, and partnering



Equity Operating Budget: \$ 250,000 FY 23-25

- SBCTA Indirect Fund



Housing Trust Operating Budget: \$ 315,000 FY 23-24

- Operating budget revenues through cost share of members



I- REN Operating Budget: \$ 750,000 FY 23-24

- Operating budget through IREN program allocation



SBCOG Program Budgets

COG Work Plan and Budget

	1	2	3	4	5	6
Program/ Project	Total Cost	SBCTA	Partners	Grant Funds	COG	Funding Net
1 Optimizing Emergency Medical Services in San Bernardino County	\$ 300,000		\$ 150,000		\$ 150,000	\$ -
2 Workforce Resource ID and Toolkit	\$ 130,000				\$ 130,000	\$ -
3 Housing Strategic Plan and Summit	\$ 300,000				\$ 300,000	\$ -
4 CASE/School District Coordination	\$ 50,000				\$ 50,000	\$ -
5 Speaker Series - Partnership with WRCOG	\$ 25,000				\$ 25,000	\$ -
6 Broadband Needs Assessment	\$ 90,000				\$ 90,000	\$ -
7 Internship Program Plan	\$ 100,000				\$ 100,000	\$ -
8 Shared Services Program Plan	\$ 200,000				\$ 200,000	\$ -
9 Policy Toolkit for Healthy Communities Strategy Implementation	\$ 150,000				\$ 67,000	\$ 83,000
10 Healthy Development Checklist 2.0	\$ 150,000					\$ 150,000
11 Local Staff Training/Collaboration	\$ 25,000					\$ 25,000
12 Regional/BiCounty Healthy Communities Summit	\$ 25,000					\$ 25,000
13 SB 1000 (EJ)	\$ 150,000					\$ 150,000
14 IEGO	\$ -				\$ -	\$ -
15 Summer Meals Partnership	\$ -				\$ -	\$ -
16 Census 2020	\$ -				\$ -	\$ -
17 Alignment SBC	\$ -				\$ -	\$ -
18 California Association of Councils of Government	\$ -				\$ -	\$ -
19 Countywide Transformation Plan	\$ -				\$ -	\$ -
20 Green House Gas Reduction Plan	\$ 400,635			\$ 400,635		\$ -
21 Countywide Habitat Preservation	\$ 400,000		\$ 220,000	\$ 30,000		\$ 150,000
22 Climate Adaptation	\$ 600,000			\$ 600,000		\$ -
23 ZEV	\$ 170,000			\$ 170,000		\$ -
24 Forest Management Plan	\$ 266,000		\$ 190,000		PB (76500)	\$ -
25 Open Data Portal Dashboard	\$ 50,000			\$ 30,000	\$ 20,000	\$ -
26 Marketing	\$ 75,000				\$ 75,000	\$ -
27 Grant Writing (Existing Contract)	\$ 379,500				PB (379,500)	\$ -
28 Grant Writing (new 2 year contract in 2019)	\$ 285,000	\$ 142,500			\$ 142,500	\$ -
	\$ 4,321,135	\$ 142,500	\$ 560,000	\$ 1,230,635	\$ 1,349,500	\$ 583,000



Existing Plan Recap

Major Accomplishments since 2018

- ⚙ Seeming consensus on utility of COG among the Board
- ⚙ Established a good rapport with the City/County Managers TAC
COG Advisory Group obsolete
- ⚙ Established collaborative nature of SBCOG efforts



SBCOG

Plans, Programs, Projects since 2018

SBCOG

- | | |
|--|---|
| ⚙ ECNS Program Establishment and Marketing | ⚙ Equity Programs and Planning through Ad Hoc |
| ⚙ Housing Legislation Monitoring | - Regional Equity Study |
| ⚙ Forest Management Plans | - Outdoor Equity Program |
| ⚙ Automation Study | ⚙ REAP 1.0 Housing Elements for Locals |
| ⚙ Workforce Development Program Inventory | - Staff Augmentation |
| ⚙ Coordination of agency efforts during pandemic | - AFFH Regional Analysis |
| ⚙ Emerging Technology Ad Hoc Support | - ADU Planning and Engineering |
| ⚙ Smart County Master Plan Initiation | - ADU Sites Inventory |









COG Work Plan and Budget	
Program/ Project	2023 Status
1 Optimizing Emergency Medical Services in San Bernardino County	Completed
2 Workforce Resource ID and Toolkit	Automation Study and Resource Inventory Completed
3 Housing Strategic Plan and Summit	Ongoing Housing Legislative updated and Implementing Housing Trust
4 CASE/School District Coordination	SBCOG provided forum for CASE at CCMTAC
5 Speaker Series - Partnership with WRCOG	Has not moved forward yet.
6 Broadband Needs Assessment	Implementing Smart County Master Plan
7 Internship Program Plan	Implementing through IREN
8 Shared Services Program Plan	Will be explored through Smart County Master Plan
9 Policy Toolkit for Healthy Communities Strategy Implementation	Completed through SB 1000
10 Healthy Development Checklist 2.0	Did not move forward
11 Local Staff Training/Collaboration	As programs require - examples: ECNS outreach, IREN
12 Regional/BiCounty Healthy Communities Summit	Completed 2018
13 SB 1000 (EJ)	Will be complete June 2023
14 IEGO	Ongoing
15 Summer Meals Partnership	Complete
16 Census 2020	Complete
17 Alignment SBC	Ongoing
18 California Association of Councils of Government	Ongoing through Legislative Team
19 Countywide Transformation Plan	Complete
20 Green House Gas Reduction Plan	Complete
21 Countywide Habitat Preservation	RCIS submitted
22 Climate Adaptation	Complete
23 ZEV	Complete
24 Forest Management Plan	Complete, implementing last outreach meeting 6/2023
25 Open Data Portal Dashboard	Implementing through SB 1000
26 Marketing	Ongoing
27 Grant Writing (Existing Contract)	Complete
28 Grant Writing (new 2 year contract in 2019)	Ongoing



Project/Program Status Update


Moving Forward

-  Only forum for collaboration across political boundary lines
-  Issues, concerns, challenges in jurisdictions are likely faced by multiple jurisdictions
-  No specific Mission Statement / Goals established by the Board
Countywide Vision unifies efforts/establishes foundation of the COG

-  Budget is tight – Staff Time Prioritized
Specific projects will need to be funded through partners and grants
-  Respond to federal and state grants
-  FLEXIBILITY

Work Plan Lessons Learned











SBCOG/Equity Work Plan FY 2023-2025

Proposed

Housing Trust – Housing Element

-  Regional effort driven by CCMTAC to bring housing funds to the region
-  Ongoing staff time once program underway
-  Currently Drafting Administrative Plan, JPA and Resolution Language
-  Significant work to start up





SBCOG





SBCOG/Equity Work Plan FY 2023-2025

Proposed

Smart County Master Plan – Education, Jobs/Economy, Infrastructure Elements

-  Regional effort driven by County to create a strategy to improve communications and technology across the region
-  Ongoing staff time
-  Currently creating Early Action Plan, and full Strategic Plan over the next year







SBCOG




SBCOG/Equity Work Plan FY 2023-2025

Proposed

Non-Profits/NGOs – County Image and Quality of Life Element


-  Driven by Equity Work but will ultimately tie into SBCOG/SBCTA efforts
-  Build off of existing relationships
-  SBCTA/SBCOG needs to identify orgs and engage regularly
-  Establish and maintain relationships as stakeholders
-  Need to create a strategy

Speaker Series


-  Can build off of existing opportunities

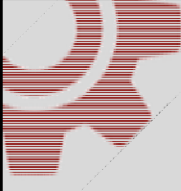
Networking opportunities

Regular outreach/goal setting

-  Inform COG work and general outreach

Advisory Group






SBCOG




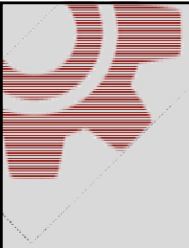
SBCOG/Equity Work Plan FY 2023-2025

Proposed

Small Business – Economy Element

-  Driven by Equity, but fits within Countywide Vision efforts
-  Business to Business Expansion
-  Identify options for establishing a local government procurement program
-  Research additional function potential among non-profits and local agencies


SBCOG






SBCOG/Equity Work Plan FY 2023-2025

Proposed

Advocacy

- ⚙ Cities very interested in speaking with one voice on various concerns
 - Housing
 - Development rules
 - Anything coming at them from the state
- ⚙ SBCOG concern about transportation dollar conflict
 - Happy medium
 - Instead of positions/leg platform recognition, maybe assistance in unified messaging/lobbying?



SBCOG Work Plan FY 2023-2025



Proposed

Sponsorship Program/Assembly Event – Workforce Development, Economy, Image, Quality of Life









- ⚙ Highlight Public/Private Partnerships
- ⚙ Partner with the Tribal Community
- ⚙ Potential to Establish relationships with multiple sectors across the region
- ⚙ Potential to engage stakeholders

What can be funded through Sponsorships

- ⚙ Speaker Series

SBCOG Current Priorities

-  **Housing Trust Implementation**
-  **Small Business Equity Program**
 Complete Study mid-2023
 Implement Small Business
 Track at 2023 Business to
 Business Event
-  **Smart County Master Plan Creation**
-  **I-REN Implementation**
-  **SB 1000 Toolkit Completion**
-  **REAP Grant Award and
Implementation**
-  **Equity Framework Creation**
-
-  **Sponsorship Program**
-



SBCOG

SBCOG COG/Equity Work Plan and Budget

Program/ Project	COG	SBCTA	Partners	Grant Funds	FY
1 San Bernardino Regional Housing Trust Implementation				\$ 362,500	22-24
2 Smart County Master Plan			\$ 1,000,000		22-24
3 Small Business Study		\$ 50,000			22-24
4 Equity Framework - Strategy to work with NGOs and CBOs and SBCTA/SBCOG Policies/Processes/Projects		\$ 200,000		\$ 50,000	23-25
5 Outdoor Equity Program		\$ 10,000		\$ 700,000	22-25
6 SBCOG Regional Advocacy Strategy	\$ 50,000				24-25
SBCOG Work Plan Functions and Cost Borne by SBCOG					
7 Countywide Vision Leadership	staff time				Ongoing
8 Countywide Vision Element Group Participation	staff time				Ongoing
9 City/County Conference Planning	staff time				Ongoing
10 Sponsorship Program Administration Annually	staff time				Ongoing
11 Business to Business Equity Track	staff time				Ongoing
12 CALCOG Dues	\$ 15,000				Ongoing
13 Project Controls	\$ 40,000				Ongoing
14 Stipends	\$ 36,600				Ongoing
15 Marketing	staff time				Ongoing
Grant Writing	\$ 52,500				Ongoing
	\$ 194,100	\$ 260,000	\$ 1,000,000	\$ 1,112,500	

Total SBCOG Work Plan Projects 2023-2025 \$ 2,566,600.00



SBCOG Work Plan through 2025

2023 SBCOG WORK PLAN AND BUDGET LOOK-AHEAD

	22/23	23/24	24/25	25/26	26/27
BEGINNING FUND BALANCE	\$ 12,093.00	\$ 72,649.00	\$ 54,333.00	\$ 55,352.00	\$ 36,216.00
REVENUES					
SBCOG FUNDS	\$ 431,276.00	\$ 397,943.00	\$ 464,609.00	\$ 473,901.00	\$ 483,379.00
REAP FUNDS		\$ 187,500.00	\$ 87,500.00	\$ 87,500.00	
ANTICIPATED REVENUE*			\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
TOTAL REVENUES	\$ 431,276.00	\$ 658,092.00	\$ 706,442.00	\$ 716,753.00	\$ 619,595.00
EXPENDITURES					
STAFF AND OPERATIONS	\$ 278,220.00	\$ 581,283.00	\$ 607,542.00	\$ 635,114.00	\$ 664,065.00
PROFESSIONAL SERVICES	\$ 92,500.00	\$ 95,125.00	\$ 97,881.00	\$ 100,775.00	\$ 103,814.00
TOTAL EXPENDITURES	\$ 370,720.00	\$ 676,408.00	\$ 705,423.00	\$ 735,889.00	\$ 767,879.00
ENDING FUND BALANCE	\$ 72,649.00	\$ 54,333.00	\$ 55,352.00	\$ 36,216.00	\$ (112,068.00)

*Sponsorships



SBCOG Budget Look Ahead

2018 SBCOG Work Plan Status

COG Work Plan and Budget

	Program/ Project	2023 Status
1	Optimizing Emergency Medical Services in San Bernardino County	Completed
2	Workforce Resource ID and Toolkit	Automation Study and Resource Inventory Completed
3	Housing Strategic Plan and Summit	Ongoing Housing Legislative updated and Implementing Housing Trust
4	CASE/School District Coordination	SBCOG provided forum for CASE at CCMTAC
5	Speaker Series - Partnership with WRCOG	Has not moved forward yet.
6	Broadband Needs Assessment	Implementing Smart County Master Plan
7	Internship Program Plan	Implementing through IREN
8	Shared Services Program Plan	Will be explored through Smart County Master Plan
9	Policy Toolkit for Healthy Communities Strategy Implementation	Completed through SB 1000
10	Healthy Development Checklist 2.0	Did not move forward
11	Local Staff Training/Collaboration	As programs require - examples: ECNS outreach, IREN
12	Regional/BiCounty Healthy Communities Summit	Completed 2018
13	SB 1000 (EJ)	Will be complete June 2023
14	IEGO	Ongoing
15	Summer Meals Partnership	Complete
16	Census 2020	Complete
17	Alignment SBC	Ongoing
18	California Association of Councils of Government	Ongoing through Legislative Team
19	Countywide Transformation Plan	Complete
20	Green House Gas Reduction Plan	Complete
21	Countywide Habitat Preservation	RCIS submitted
22	Climate Adaptation	Complete
23	ZEV	Complete
24	Forest Management Plan	Complete, imlementing last outreach meeting 6/2023
25	Open Data Portal Dashboard	Implementing through SB 1000
26	Marketing	Ongoing
27	Grant Writing (Existing Contract)	Complete
28	Grant Writing (new 2 year contract in 2019)	Ongoing

ADDITIONAL INFORMATION

BOARD OF DIRECTORS ATTENDANCE RECORD – 2023

X Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Paul Cook Board of Supervisors	X	X		X	X	X						
Jesse Armendarez Board of Supervisors	X	X	X	X								
Dawn Rowe Board of Supervisors	X	X		X	X							
Curt Hagman Board of Supervisors	X	X	X	X	X	X						
Joe Baca, Jr. Board of Supervisors	X	X	X	X	X	X						
Daniel Ramos City of Adelanto	X	X	X	X	X	X						
Art Bishop Town of Apple Valley	X	X	X	X	X	X						
Paul Courtney City of Barstow	X	X		X	X	X						
Rick Herrick City of Big Bear Lake	X			X	X	*						
Eunice Ulloa City of Chino	X			X	X	X						
Ray Marquez City of Chino Hills	X	X	X	X	X	X						
Frank Navarro City of Colton		X	X	X	X	X						
Acquanetta Warren City of Fontana	X	X	X	X	X							
Sylvia Robles City of Grand Terrace	X	X	X	X	X	X						
Rebekah Swanson City of Hesperia	X	X	X	X	X	*						
Larry McCallon City of Highland	X	X	X	X		*						

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

BOARD OF DIRECTORS ATTENDANCE RECORD – 2023

X Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X	X	X		*	*						
John Dutrey City of Montclair	X	X	X	X	X	X						
Janet Jernigan City of Needles			X	X		X						
Alan Wapner City of Ontario	X	X	X	X								
L. Dennis Michael City of Rancho Cucamonga	X	X	*	X	*	X						
Paul Barich City of Redlands		X		X	*	*						
Deborah Robertson City of Rialto	X	X	X	X		X						
Helen Tran City of San Bernardino	X	X	X	X	X	X						
Joel Klink City of Twentynine Palms	X	X		X	X	X						
Rudy Zuniga City of Upland		X	X	X	X	X						
Debra Jones City of Victorville	X			X	X	X						
Bobby Duncan City of Yucaipa	X	X	X	X	X	X						
Rick Denison Town of Yucca Valley	X	X	X	X								
Rebecca Guirado Interim Ex-Official Member	X	Bassem Barsom										
Catalino Pining Ex-Official Member			X	X	X	*						

Communication: Attendance (Additional Information)

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

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

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

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

AGENCY REPORTS



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a hybrid meeting on Thursday, May 18, 2023. The following is a summary of the meeting.

FYs 2021-24 Work Program

FYs 2021-24 Microtransit Service Program

In December 2022, the MSRC approved an RFP for microtransit service operations. The RFP, with an initial targeted funding amount of \$2,500,000, solicited proposals from qualifying transportation and mobility providers to provide technology-enabled, shared transportation that fills the void between traditional “fixed route” transit and “ride hailing” technology. The MSRC sought to invest in microtransit service which is either new within a specified area, or the expansion of an existing service. All microtransit vehicles are required to be zero emission with a minimum of 50 percent co-funding. Six proposals were received prior to the submission deadline and were found to meet the program requirements. The MSRC approved six awards totaling \$1,965,401, as part of approval of the FYs 2021-24 Work Program, as follows:

- a. A contract with Omnitrans in an amount not to exceed \$315,278 to implement the Bloomington Microtransit Service Expansion project;
- b. A contract with the City of Seal Beach in an amount not to exceed \$162,891 to implement the Circuit Transit Shared Mobility project;
- c. A contract with the City of Huntington Beach in an amount not to exceed \$279,186 to implement the Circuit Transit Rideshare Program;
- d. A contract with Anaheim Transportation Network in an amount not to exceed \$322,000 to implement the Old Towne Orange Microtransit Service;
- e. A contract with the City of Gardena in an amount not to exceed \$475,312 to implement the GTrans Microtransit Service; and
- f. A contract with the City of Long Beach in an amount not to exceed \$410,734 to implement the Circuit Transit Mobility Expansion Program.

Application(s) for U.S. Department of Transportation (DOT) Funding

At their April meeting, the MSRC discussed an opportunity to seek funding from the U.S. DOT’s charging and fueling discretionary grant program. The submission deadline for the opportunity is now June 13, 2023. In response to recent developments, the MSRC considered and approved an urgency item to provide up to \$6,000,000 in support of the application being prepared by the CEC and Caltrans. The award of MSRC funding to

support stations along the proposed corridors will be subject to MSRC review of specific projects submitted to the CEC and will also be contingent upon South Coast AQMD Board approval at a future date.

Contract Modification Requests

The MSRC considered three contract modification requests and took the following actions:

1. City of Rolling Hills Estates, Contract #ML18141 to procure one light-duty ZEV and install EV charging infrastructure, approval of increased scope and fifteen-month no-cost term extension;
2. Southern California Association of Governments, Contract #MS21005 for implementation of Last Mile Freight Program, approval of modified scope and reallocation of funding between projects; and
3. City of South El Monte, Contract #ML18084 to install EV charging infrastructure, approval of 42-month term extension, contingent on this being the final extension.

Contracts Administrator's Report

The MSRC AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FY 2010-11 to the present.

COMMITTEE MEMBERSHIP

San Bernardino County Transportation Authority (SBCTA)
Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County † Community of Concern Appointee	F. Navarro D. Alexander D. Robertson L. Michael R. Marquez R. Denison L. Becerra C. Hagman G. Reyes	G. Reyes	D. Alexander D. Robertson R. Denison	F. Navarro L. Michael R. Marquez L. Becerra C. Hagman
†† San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees. Terms of appointment expire December 31 of odd-numbered years.		Acquanetta Warren Sylvia Robles Helen Tran	Cynthia Moran Paul Courtney Art Bishop	John Dutrey

Rules of Appointment

1) SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members. 2) SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. † Community of Concern appointee, appointed by the County Regional Council representative for a two-year term. †† SBCTA Regional Council Representative serves a two-year term from the date of appointment.

Stipend Summary

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Appointments to External Agencies

The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors.	12/31/24
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$100 payment from Gold Line Authority for participation.	12/31/23 12/31/24
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
Inland Regional Energy Network (I-REN) Program Executive Committee	Curt Hagman, County Supervisor Deborah Robertson, Rialto Art Bishop, Apple Valley	President	The I-REN Executive Committee consists of three representative votes from SANBAG, WRCOG, and CVAG. The committee will meet quarterly and make executive decisions regarding the overall program. Stipends for the Executive Committee are not an allowable expense under the CPUC rules.	12/31/24 12/31/24 12/31/24
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary John Dutrey, Montclair, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 12:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/24 12/31/24
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Dutrey, Montclair, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/24 12/31/24

Communication: Appointments to External Agencies (Committee Membership)

Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Deborah Robertson, Rialto	Board of Directors	<p>Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.</p> <p>The term of the appointment is for four years for a city representative from San Bernardino County.</p> <p>Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4th Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). Members of the Steering Committee do not receive a stipend.</p>	12/31/26
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of \$120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate	Board of Directors (Recommendation made by the Transit Committee)	<p>SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.</p> <p>Members receive payment of \$100 per day from SCRRA for participation.</p>	Indefinite
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	<p>The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways.</p> <p>SBCTA has not authorized payment of stipend for participation.</p>	12/31/24
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Deborah Robertson, Rialto	Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.	12/31/24

Communication: Appointments to External Agencies (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors. (Brown Act)	<u>West Valley</u> Ray Marquez, Chino Hills (Chair TC) Acquanetta Warren, Fontana Alan Wapner, Ontario Curt Hagman, Supervisor (Past President) <u>East Valley</u> Frank Navarro, Colton Larry McCallon, Highland Rhodes "Dusty" Rigsby, Loma Linda Joe Baca, Jr., Supervisor <u>Mountain/Desert</u> Art Bishop, Apple Valley (Vice Chair/President/MDC Chair) Debra Jones, Victorville Rick Denison, Yucca Valley Dawn Rowe, Supervisor (Chair/Vice President/MVSS Chair) Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.	6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 Indeterminate (6/30/2023) 12/31/2024 (6/30/2023) 12/31/2024 12/31/2023 12/31/2023 12/31/2024 Indeterminate Indeterminate Indeterminate 12/31/2023 12/31/2024 12/31/2024
Transit Committee Membership consists of 12 SBCTA Board Members: 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.	Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member (Brown Act)	Ray Marquez, Chino Hills** (Chair) Rick Denison, Yucca Valley (Vice Chair) Eunice Ulloa, Chino Frank Navarro, Colton Acquanetta Warren, Fontana Sylvia Robles, Grand Terrace Larry McCallon, Highland* John Dutrey, Montclair** Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Dawn Rowe, Supervisor Joe Baca, Jr., Supervisor	Indeterminate (6/30/2023) 12/31/2024 (6/30/2023) 12/31/2024 12/31/2023 12/31/2023 12/31/2024 Indeterminate Indeterminate Indeterminate 12/31/2023 12/31/2024 12/31/2024

Communication : Committee Membership (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.	Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. (Brown Act)	Art Bishop, Apple Valley (Chair) Paul Cook, Supervisor (Vice Chair) Daniel Ramos, Adelanto Paul Courtney, Barstow Rick Herrick, Big Bear Lake Rebekah Swanson, Hesperia Janet Jernigan, Needles Joel Klink, Twentynine Palms Debra Jones, Victorville Rick Denison, Yucca Valley Dawn Rowe, Supervisor	Indeterminate (6/30/20 Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President. - 1 East Valley member - 1 West Valley member - 1 Mountain/Desert member - 1 County member Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.	Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body. Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations. (Brown Act)	Art Bishop, Town of Apple Valley (President) Dawn Rowe, Supervisor (Vice President) Curt Hagman, Supervisor (Past President) Larry McCallon, Highland Alan Wapner, Ontario Rick Denison, Yucca Valley Paul Cook, Supervisor	Indeterminate Indeterminate Indeterminate 12/31/2024 12/31/2024 12/31/2024 12/31/2024

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SBCTA Office
Legislative Policy Committee	Second Wednesday, 9:30 a.m., SBCTA Office
Transit Committee	Second Thursday, 9:00 a.m., SBCTA Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Victorville, CA

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. (Brown Act)	Board of Directors Dawn Rowe, Supervisor (Chair) Paul Cook, Supervisor (Vice Chair)	6/30/2023 6/30/2023

Meeting Time: Second Thursday, 9:30 a.m., SBCTA Office

I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP	TERMS
I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee Members of the committee will be members of the SBCTA Board of Directors and will be appointed by the SBCTA Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SBCTA Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.	The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors. (Brown Act)	Alan Wapner, Ontario (Chair) Art Bishop, Town of Apple Valley (Vice Chair) Joe Baca Jr., Supervisor Paul Cook, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Deborah Robertson, Rialto Acquanetta Warren, Fontana	12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 11 members appointed by the SBCTA Executive Director. 5 representing Public Transit Providers 1 representing County Dept. of Public Works 2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively. 5 At Large Members representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities; (1) Review and make recommendations on annual Unmet Transit Needs hearing findings (2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications (3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan (4) Review call for projects for Federal Transit Administration Section 5310 grant applications (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit (7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I (8) Identify regional or county level areas of unmet needs (9) Address special grant or funding opportunities (10) Address any special issues of PASTACC voting and non-voting members (Brown Act)	Standing Membership – Morongo Basin Transit Authority Mountain Transit City of Needles Transit Services Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids OPARC Reach Out Morongo Basin Loma Linda University Health	On-going On-going On-going On-going On-going On-going 5/31/2024 9/30/2023 9/30/2023 6/30/2025 5/31/2024

Meeting Dates and Time: Bi monthly, beginning in January, 2nd Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <p>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</p> <p>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure “I” funding.</p> <p>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</p> <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Cole Jackson (A) Gerry Newcombe (B) Vacant (C) Vacant (D) Patrick Morris (E) Art Bishop, Ex-Officio Ray Wolfe, Ex-Officio</p>	<p>10/31/24 12/31/24 3/1/25</p>

SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Emerging Technology Ad Hoc Committee</p> <p>On October 6, 2021, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.</p>	<p>To look broadly at Transportation Technology. This ad hoc has a term ending December 31, 2023.</p>	<p>Art Bishop, Apple Valley Frank Navarro, Colton Acquanetta Warren, Fontana John Dutrey, Montclair L. Dennis Michael, Rancho Cucamonga Helen Tran, San Bernardino Curt Hagman, Supervisor</p>

Communication: Committee Membership (Committee Membership)

Housing Trust Ad Hoc Committee On January 4, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	To take a broad look into the housing trust and how it interacts with the Council of Governments. This ad hoc has a term ending December 31, 2023.	Eunice Ulloa, Chino Deborah Robertson, Rialto Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Debra Jones, Victorville Rick Denison, Yucca Valley Curt Hagman, Supervisor
Transportation Investment Plan Ad Hoc Committee On June 29, 2022 the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	To look at future Measure options and make recommendations relating to any future local measure. This ad hoc has a term end date of December 31, 2023.	Art Bishop, Apple Valley Sylvia Robles, Grand Terrace Larry McCallon, Highland Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Joel Klink, Twentynine Palms Debra Jones, Victorville

SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.	SBCTA's Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is composed of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SBCTA's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SBCTA.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.	The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).

<p>Project Development Teams</p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff.</p> <p>Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act Committees.</p>	<p>Varies with the PDT.</p>
---	--	-----------------------------



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