

AGENDA
Board of Directors Meeting
November 1, 2023
10:00 a.m.

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 LOCATION:

Needles City Hall
817 Third Street
Needles, CA 92363

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

Carmen Hernandez, Council Member
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 Rodriguez-Robles, Council Member
City of Grand Terrace

Rebekah Swanson, Council Member
City of Hesperia

Larry McCallon, Mayor
City of Highland

Bhavin Jindal, 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
November 1, 2023
10:00 a.m.**

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

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**Needles City Hall
817 Third Street
Needles, CA 92363**

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

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

CALL TO ORDER

(Meeting Chaired by Ray Marquez)

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

Pg. 15

Public Comment

Opportunity for members of the public to speak on any subject within the Board's jurisdiction.

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

Pg. 16

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. Transit and Rail Programs Contract Change Orders to On-Going Contracts Pg. 19

Receive and file Change Order Report.

Presenter: Victor Lopez

This item was received by the Transit Committee on October 12, 2023.

3. Project Delivery Contract Change Orders to On-Going Contracts Pg. 21

Receive and file Change Order Report.

Presenter: Kristi Harris

This item was received by the Board of Directors Metro Valley Study Session on October 12, 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 - Air Quality/Traveler Services

4. Inland Regional Energy Network Workforce Education & Training Update Pg. 27

Receive an update on the Inland Regional Energy Network Workforce Education & Training local community marketing and outreach activities in 2023.

Presenter: Cheryl Chesnut

This item was received by the Board of Directors Metro Valley Study Session on October 12, 2023 and the Mountain/Desert Policy Committee on October 20, 2023.

Consent - Project Delivery

5. Mount Vernon Viaduct Legal Services Amendment No. 2 to Contract No. 18-1001846 Pg. 31

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

A. Approve Amendment No. 2 to Contract No. 18-1001846 with Kaplan, Kirsch & Rockwell, LLP, for Design Build Legal Services for the Mount Vernon Avenue Viaduct project to extend the period of performance for an additional three years to December 31, 2026; and

B. Approve an exception to Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B.4, to extend Contract No. 18-1001846 beyond the five-year term.

Presenter: David Tan

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 12, 2023. SBCTA General Counsel, Risk Manager, and Procurement Manager have reviewed this item and the draft amendment.

6. Interstate 15 Corridor Freight and Express Lanes Project - Contract 1 Release of Invitation for Bids No. 23-1003032 Pg. 36

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. 23-1003032 for the construction of the Interstate 15 Corridor Freight and Express Lanes Project - Contract 1, subject to approval as to form by SBCTA General Counsel; approval by the California Department of Transportation of the Plans, Specifications, and Estimates package; Right-of-Way Certification; allocation of funds by the California Transportation Commission; and issuance of the federal authorization to proceed with construction.

Presenter: Sal Chavez

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 12, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item.

7. Metrolink Active Transportation Program Phase II - Amendment No. 1 to Contract No. 20-1002388 with KOA Corporation Pg. 38

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

A. Approve Amendment No. 1 to Contract No. 20-1002388 with KOA Corporation, for preparation of the Plans, Specifications and Estimates, and Construction Support Services for the Metrolink Active Transportation Program Phase II Project to extend the contract term for an additional three years to December 31, 2026; and

B. Approve an exemption to Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B(4), to extend Contract No. 20-1002388 beyond the five-year term.

Presenter: Juan Lizarde

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 12, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

8. Interstate 10 Mount Vernon Avenue Interchange Improvement Project - Amendment No. 3 to Contract No. 18-1001869 with Kimley-Horn and Associates, Inc. Pg. 44

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

Approve Amendment No. 3 to Contract No. 18-1001869 with Kimley-Horn and Associates, Inc., for the Interstate 10 Mount Vernon Avenue Interchange Improvement Project, amending the scope of work and increasing the contract value by \$263,739.54 for a new not-to-exceed amount of \$4,206,341.21. **Presenter: Juan Lizarde**

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 12, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

9. Major Projects Status Report through September 2023 Pg. 65

Receive the Major Projects Status Report for the period through September 2023.

Presenter: Sal Chavez

This item was received by the Board of Directors Metro Valley Study Session on October 12, 2023.

10. State Route 60 Central Avenue Interchange Project - Amendment No. 6 to Contract No. 15-1001251 for Design Services with AECOM Technical Services, Inc. Pg. 67

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

A. Approve an exception to Contracting and Procurement Policy No. 11000, five-year maximum contract term limit for Contract No. 15-1001251 (Legacy Contract No. C14045) with AECOM Technical Services, Inc. (AECOM).

B. Approve Amendment No. 6 to Contract No. 15-1001251 (Legacy Contract No. C14045) with AECOM to extend the expiration date to February 28, 2025 which will be approximately four years and 10 months beyond the five-year contract maximum term.

Presenter: Paul Melocoton

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 12, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Consent - Regional/Subregional Planning

11. Update on the Measure I Valley Freeway Interchange Phasing Program Pg. 73

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

A. Receive a report on the status of the Measure I Valley Freeway Interchange Program.

B. Authorize staff to issue a Request for Information to Valley jurisdictions regarding interchange phasing projects that could be in the pipeline, to be followed by a recommendation to the SBCTA Board of Directors on how to use the funding remaining in the Interchange Phasing Program.

Presenter: Steve Smith

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 12, 2023.

12. Release of Request for Proposals No. 23-1003018 for On-Call Planning/Council of Governments/Regional Early Action Planning 2.0 Bench Pg. 77

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

A. Approve the release of the Request for Proposals No. 23-1003018 for the On-Call Planning, Council of Governments and Regional Early Action Planning (REAP) 2.0 Bench.

B. Approve a budget amendment to the Fiscal Year 2023/2024 Budget, Task No. 0404, increasing the budget by up to \$18,281,950 to be funded by Southern California Association of Governments REAP 2.0 funds.

Presenter: Josh Lee

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 12, 2023. The item was updated to include additional award received from SCAG after the October 12, 2023 Metro Valley Study Session. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft Scope of Work.

Consent - Transit

- 13. Amendment No. 5 to Contract No. 17-1001616 with Enterprise Rideshare for Vanpool Provider Services** Pg. 97

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

Approve Amendment No. 5 to Contract No. 17-1001616 with Enterprise Rideshare, increasing the contract by \$75,000 for a new not-to-exceed amount of \$1,475,000.

Presenter: Nicole Soto

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 12, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

- 14. Amendment No. 5 to Contract No. 18-1001870 with Parsons Transportation Group, Inc., for the West Valley Connector Project** Pg. 102

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

Approve Amendment No. 5 to Contract No. 18-1001870 with Parsons Transportation Group, Inc., to extend the contract expiration date for Environmental, Architectural, Engineering, and Final Design Services for the West Valley Connector Project through June 30, 2026, with two options for additional one-year extensions.

Presenter: Joy Buenaflor

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 12, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Consent - Transportation Programming and Fund Administration

- 15. Amendment No. 1 to Funding Agreement No. 19-1002195 with the City of Twentynine Palms for the Split Rock Avenue Bridge at Flood Control Channel Project** Pg. 108

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

A. Allocate an additional \$26,998 in Measure I Morongo Basin Subarea Major Local Highway Projects (MLHP) Program funds, for a total of \$312,558, to the City of Twentynine Palms for the Split Rock Avenue Bridge at Flood Control Channel Project.

B. Approve Amendment No. 1 to Funding Agreement No. 19-1002195 with the City of Twentynine Palms for the Split Rock Avenue Bridge at Flood Control Channel Project, to add \$26,998 in MLHP funds and to extend the contract termination date through December 31, 2025.

Presenter: Marc Lucius

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on October 20, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment. Pg. 116

- 16. State Route 62 Street Widening (Phase 2B) Project Funding Agreement No. 24-1003045**

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

A. Allocate \$495,000 in Measure I Morongo Basin Subarea Major Local Highway Projects (MLHP) Program funds to the City of Twentynine Palms for the State Route (SR) 62 Street Widening (Phase 2B) Project.

Agenda Item 16 (cont.)

B. Approve Funding Agreement No. 24-1003045 with the City of Twentynine Palms for the SR 62 Street Widening (Phase 2B) Project in the amount of \$5,370,000, to be funded with \$495,000 in MLHP funds, \$4,500,000 in State Transportation Improvement Program funds, and \$375,000 in City funds.

Presenter: Marc Lucius

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on October 20, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

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 - Administrative Matters

17. Adopt Resolution No. 24-010, Approve Bonding Documents to Refund the 2014 Bonds and Award Sole Source Agreements Pg. 127

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

A. Adopt Resolution No. 24-010, authorizing the issuance and sale of sales tax revenue refunding bonds and further authorizing the execution and delivery of the Bond Purchase Agreement, Preliminary Official Statement, Sixth Supplemental Indenture, Escrow Agreement and Continuing Disclosure Certificate for the issuance of the 2023A Sales Tax Revenue Refunding Bonds, and any other actions required to close the transaction; and

B. Approve new fund 5026 and task 0968 2023 A Sales Tax Revenue Refunding Bonds; and

C. Approve a budget amendment for Fiscal Year 2023/2024 to record the bond transaction in fund 6111 with estimated bond proceeds of \$96,352,000 and pay the outstanding balance of \$98,115,000 on the 2014 sales tax revenue bonds, and issuance cost of \$450,000.

D. Find that it is in the best interest of the agency to award the **Sole Source** Agreements No. 24-1003074 in the amount of \$68,000 to Fitch Ratings and 24-1003075 to Standard & Poors Global Ratings, Inc. (S&P) in the amount of \$73,500, for Rating Services with an evergreen term, where SBCTA will terminate when the services are no longer needed, for the refunding of the 2014 sales tax revenue bonds.

Presenter: Hilda Flores

This item has not received prior policy committee or technical advisory committee review. This item is being directly presented to this body because California Government Code requires an agenda item involving borrowing to be presented as a discussion item. SBCTA General Counsel has reviewed this item with the attached resolution and bond documents.

Discussion - Transit

18. Award Contract No. 23-1002922 for the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project – Facility Retrofit Pg. 331

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

A. Award Construction Contract No. 23-1002922, based on the competitive low bid process, to Houalla Enterprises, Ltd., dba Metro Builders & Engineers Group, Ltd., for the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project: Facility Retrofit, in an amount not-to-exceed \$9,626,571.

B. Approve a Contingency in an amount not-to-exceed of \$962,657.10 and authorize the Executive Director, or his designee, to release as necessary.

C. Allocate an additional \$658,975.55 of Valley State Transit Assistance Population Share funds to the project to fully fund Contract No. 23-1002922 for a new project budget total of \$56,422,975.55.

Presenter: Joy Buenaflor

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

Discussion - Council of Governments

19. Smart County Early Action Plan Update Pg. 366

That the Board, acting as the San Bernardino Council of Governments:

A. Receive a report and update on the Smart County Master Plan; and

B. Recognize the completion of service for the Emerging Technology Ad Hoc Committee.

Presenter: Monique Reza-Arellano

This item has not received prior policy or technical advisory committee review. The COG Ad Hoc Committee directed this item be brought directly to Board.

20. San Bernardino Council of Governments Services and Member Dues Pg. 437

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

A. Receive a report on the direction provided by the Council of Governments Ad Hoc Committee.

B. Direct staff to bring back an item in December 2023 to begin budgeting for an increased level of Council of Governments services for Fiscal Year 2024/2025 and to increase the SBCOG agency dues consistent with that activity.

Presenter: Monique Reza-Arellano

The COG Ad Hoc Committee directed staff to bring this item directly to the Board for consideration so this item has not received prior policy or technical advisory committee review.

Discussion - Transportation Programming and Fund Administration

21. Baseline Agreement for the Interstate 10 Corridor Freight and Managed Lane Project, Contract 2 Pg. 450

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

Authorize the Executive Director, or his designee, to finalize and execute the Trade Corridor Enhancement Program Baseline Agreement No. 24-1003048 with the California Transportation Commission and the California Department of Transportation for the Interstate 10 Corridor Freight and Managed Lane Project, Contract 2, subject to approval as to form by SBCTA General Counsel.

Presenter: Andrea Zureick

This item has not received prior policy committee or technical advisory committee review. This item is being directly presented to this body because SBCTA received delayed notification from Caltrans that the Baseline Agreement for the I-10 Corridor Freight and Managed Lane Project, Contract 2 must be presented for approval by the CTC at the December 2023 CTC meeting in order to maintain the award of TCEP funding. Presenting this item to the General Policy Committee at the November 2023 meeting and the SBCTA Board of Directors at the December 2023 meeting would not leave sufficient time to submit a fully executed Baseline Agreement for approval at the December 2023 CTC meeting. SBCTA was originally informed that the Baseline Agreement for this project would be presented for CTC approval at the March 2024 CTC meeting. SBCTA General Counsel and Risk Manager have reviewed this item and draft agreement.

Comments from Board Members

Brief Comments from Board Members

Executive Director's Comments

Brief Comments from the Executive Director

ADJOURN TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1) -- 2 cases

- a. SBCTA--*George Nersisian v. Paul Alvaranza, SBCTA, et al.*
San Bernardino Superior Court Case No. CIVSB 2305744
- b. SBCTA-- *v. The Lane-Security Paving Joint Venture*
San Bernardino Superior Court Case No. CIVSB 2305070

ADJOURNMENT

Additional Information

Attendance

Pg. 510

Acronym List

Pg. 512

Agency Reports

Mobile Source Air Pollution Reduction Review Committee Agency Report

- No Report this Month

Committee Membership

Representatives on SCAG Committees

Pg. 515

Appointments to External Agencies

Pg. 516

Committee Membership

Pg. 518

Mission Statement

Mission Statement

Pg. 524

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 & Language Assistance - The meeting facility is accessible to persons with disabilities. If assistive listening devices, other auxiliary aids or language assistance 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.

Accesibilidad y asistencia en otros idiomas - Las instalaciones para las reuniones son accesibles para las personas con discapacidades. Si se necesitan dispositivos de escucha asistida, otras ayudas auxiliares o servicios de asistencia en otros idiomas para participar en la reunión pública, las solicitudes deben ser presentados a la Secretaria de la Junta al no menos de tres (3) días de apertura antes de la reunión de la Junta. La Secretaria esta disponible por teléfono al (909) 884-8276 o por correo electrónico a clerkoftheboard@gosbcta.com y la oficina se encuentra en 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.

Public Comment –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...

November 2023

SBCTA Meetings - Cancelled: None

SBCTA Meetings – Scheduled:

General Policy Committee	Nov 8	9:00 am	SBCTA Lobby, 1st Floor
Legislative Policy Committee	Nov 8	9:30 am	SBCTA Lobby, 1st Floor
Transit Committee	Nov 9	9:00 am	SBCTA Lobby, 1st Floor
Metro Valley Study Session	Nov 9	Immediately following TC	SBCTA Lobby, 1st Floor
I-10/I-15 Corridor Joint Sub-Committee	Nov 9	10:00 am	SBCTA Lobby, 1st Floor
Mountain/Desert Committee	Nov 17	9:30 am	Mojave Desert AQMD

Other Meetings/Events:

Business 2 Business Expo	Nov 7	9:00 am	Ontario, CA
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SBCTA Offices will be CLOSED:

- **Friday, November 10th, Veterans Day**
- **Thursday & Friday, November 23rd & 24th, for the Thanksgiving Holiday**

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

Minute Action

AGENDA ITEM: 1

Date: November 1, 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
5	18-1001846-02	Kaplan, Kirsch & Rockwell, LLP <i>Adam Giuliano</i>	None
7	20-1002388-01	KOA Corporation <i>Chuck Stephan</i>	DSC Engineering Huitt-Zollars, Inc. Hunt Design Nuvis PacRim Engineering, Inc. Twinning
8	18-1001869-03	Kimley-Horn and Associates, Inc. <i>Dennis Landaal</i>	Arellano Associates Epic Land Solutions Fehr and Peers Geocon Incorporated ICF Towill Surveying Mapping TY Lin International VMS Inc.
10	15-1001251-06 (C14045)	AECOM Technical Services, Inc. <i>Chuck Tran</i>	Arellano Associates Diaz Yourman & Associates ICF International Lin Consulting Overland Pacific & Cutler Psomas

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

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Item No.	Contract No.	Principals & Agents	Subcontractors
13	17-1001616-05	Enterprise Rideshare	None
14	18-1001870-05	Parsons Transportation Group, Inc. <i>Chris A. Johnson</i>	Arellano Associates Butsko Cambridge Systematics David Evan and associates Elwood & Associates Earth Mechanics Group Delta Gruen Associates HR&A IEG Iteris Paleo Solutions MIG Overland, Pacific and Cutler Psomas Terry Hayes and Associates Wreco
15	19-1002195-01	City of Twentynine Palms <i>Frank Luckino</i>	None
16	24-1003045	City of Twentynine Palms <i>Frank Luckino</i>	None
17	24-1003075	Standard & Poors Global Ratings, Inc. <i>Marc Hughes, Director</i>	None
	24-1003074	Fitch Ratings, Inc. <i>Karen Ribble, Senior Director and Regional Head</i>	None
	N/A	US Bank <i>Ilse J. Vlach, Vice President Michelle Lee, Vice President</i> Bank of America <i>Bryon Rockwell, Managing Director</i>	

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Item No.	Contract No.	Principals & Agents	Subcontractors
18	23-1002922	Houalla Enterprises, Ltd., dba Metro Builders & Engineers Group, Ltd., <i>Fouad Houalla, CEO</i>	Hardy & Harper Earth Movers J A Lynch Masonry La Habra Fire Protection & Plumbing RMS Life Safety Cal Engineering American Construction Group
21	24-1003048	California Transportation Commission	None
	24-1003048	California Department of Transportation	None

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

Approved
Board of Directors
Date: November 1, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: November 1, 2023

Subject:

Transit and Rail Programs Contract Change Orders to On-Going Contracts

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 Transit and Rail Programs. 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 Contract has had no CCOs executed since the last report.

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

1) CCO 54: Adjustment in Compensation Decrease Cost (-\$40,883.32)

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 October 12, 2023.

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: November 1, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

Transit and Rail Programs Contracts Executed Change Orders		
Number	Description	Amount
RPRP - Vehicle Procurement Stadler (16-1001531)		
	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)		
	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)		
Number	Description	Amount
54	Adjustment in Compensation Decrease in Cost	(\$40,883.32)
	CCO Total	\$6,090,256.39
	Approved Contingency	\$6,638,400.00
	Remaining Contingency	\$548,143.61
ZEMU- Vehicle Procurement Stadler (20-1002310)		
	CCO Total	\$48,942.00
	Approved Contingency	\$500,000.00
	Remaining Contingency	\$451,058.00

Minute Action

AGENDA ITEM: 3

Date: November 1, 2023

Subject:

Project Delivery Contract Change Orders to On-Going Contracts

Recommendation:

Receive and file Change Order Report.

Background:

San Bernardino County Transportation Authority (SBCTA) Department of Project Delivery has 15 on-going construction contracts, of which three have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on September 14, 2023. The CCOs are listed below:

A. Contract No. 19-1002181 with Granite Construction Company, for Archibald Avenue Improvements Project at State Route (SR) 60: There are no newly executed CCOs since last report.

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 17.1: Repair of existing irrigation crossovers. (-\$4,549.13)
- 2) CCO 22.1: Remove concrete slab and bollards at gas station. (-\$6,636.73)
- 3) CCO 23.1: Added temporary fence. (-\$7,322.42)
- 4) CCO 25.1: Temporary signal interconnect at Base Line. (-\$9,896.95)
- 5) CCO 34.2: Roadway profile correction at Victoria Avenue. (-\$14,221.08)
- 6) CCO 36.2: Additional dowel rebar for concrete barrier. (-\$2,033.36)
- 7) CCO 37.2: Median edge drain revisions. (-\$71.16)
- 8) CCO 38.1: Fiber optic vaults installed in shoulder. (-\$5,000.00)
- 9) CCO 42.1: Removal of thickened asphalt concrete. (-\$755.10)
- 10) CCO 43.1: Base Line driveway changes. (-\$2,805.73)
- 11) CCO 45.1: Sign lighting on Base Line bridge. (-\$2,954.05)
- 12) CCO 46.1: Temporary construction fence relocation. (-\$6,704.49)
- 13) CCO 47.1: Highland bridge access openings. (-\$8,682.87)
- 14) CCO 49.1: Median gutter modification. (-\$9,186.32)

Entity: San Bernardino County Transportation Authority

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- 15) CCO 53.2: Landscape antenna removal. (-\$49.41)
- 16) CCO 55.2: Additional widening of Base Line Street. (-\$2,603.90)
- 17) CCO 56.1: Base Line utility modifications. (-\$6,233.21)
- 18) CCO 59.1: Median crossover modifications. (-\$7,713.52)
- 19) CCO 60.2: Erosion control restoration. (-\$5,000.00)

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

- 1) CCO 11.2: Maintain existing electrical. (\$25,000.00)
- 2) CCO 14.1: Maintain existing and temporary electrical system. (\$40,000.00)
- 3) CCO 17.1: Additional clearing and grubbing. (\$10,000.00)
- 4) CCO 18: Import fill material. (\$40,000.00)
- 5) CCO 20: Revised irrigation sprinkler heads. (\$1,430.00)
- 6) CCO 21: Electrical power to service pedestals. (\$45,000.00)
- 7) CCO 22: Re-drill soil nails A2 and A6 in retaining wall 12. (\$5,000.00)
- 8) CCO 30: Install water stops on retaining wall. (\$27,618.00)
- 9) CCO 34: Retaining wall 29 drainage modifications. (\$42,000.00)
- 10) CCO 34.1: Retaining wall 29 drainage modifications. (\$18,000.00)

D. Contract No. 17-1001678 with Griffith Company, for Interstate 215 (I-215) Segments 1 and 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. 19-1002026 with Diversified Landscape Company, for the I-215 Segments 1, 2 and 3 Establish Existing Planting (EEP) Project: There are no newly executed CCOs since last report.

G. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for Interstate 10 (I-10) Corridor Contract 1 Design Build Contract: There are no newly executed CCOs since last report.

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

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

San Bernardino County Transportation Authority

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J. Contract No. 18-1001966 with Traylor-Granite Joint Venture, for Mount Vernon Avenue Viaduct Project Design Build: There are no newly executed CCOs since last report.

K. 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.

L. Contract No. 21-1002620 with Ortiz Enterprises, Inc., for I-10 Alabama Street Improvement Project: There are no newly executed CCOs since last report.

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

- 1) CCO 15: Landscape modifications and fence removal. (\$82,748.74)
- 2) CCO 17: Modify sound wall 732. (\$9,529.00)
- 3) CCO 18: Temporary lighting. (\$102,133.69)

N. Contract 19-1002073 with Mariposa Landscapes, Inc., for SR 210 Pepper Avenue Establish Existing Planting Project: There are no newly executed CCOs since last report.

O. Contract No. 22-1002780 with Skanska USA Civil West California District Inc., for North 1st Avenue Bridge Over BNSF Project: There are no newly executed CCOs since last report.

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 SR 210 Lane Addition, Sub-Task No. 0897 I-10 Cedar Avenue Improvement Project, and Sub-Task No. 0893 SR 60 Central Avenue Interchange.

Reviewed By:

This item was received by the Board of Directors Metro Valley Study Session on October 12, 2023.

Responsible Staff:

Kristi Harris, Director of Project Delivery

Approved
Board of Directors
Date: November 1, 2023

Witnessed By:

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
Archibald Avenue Improvements Project at SR 60 (19-1002181)		
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)		
Number	Description	Amount
17.1	Repair of existing irrigation crossovers.	(\$4,549.13)
22.1	Remove concrete slab and bollards at gas station.	(\$6,636.73)
23.1	Added temporary fence.	(\$7,322.42)
25.1	Temporary signal interconnect at Base Line.	(\$9,896.95)
34.2	Roadway profile correction at Victoria Avenue.	(\$14,221.08)
36.2	Additional dowel rebar for concrete barrier.	(\$2,033.36)
37.2	Median edge drain revisions.	(\$71.16)
38.1	Fiber optic vaults installed in shoulder.	(\$5,000.00)
42.1	Removal of thickened asphalt concrete.	(\$755.10)
43.1	Base Line driveway changes.	(\$2,805.73)
45.1	Sign lighting on Base Line bridge.	(\$2,954.05)
46.1	Temporary construction fence relocation.	(\$6,704.49)
47.1	Highland bridge access openings.	(\$8,682.87)
49.1	Median gutter modification.	(\$9,186.32)
53.2	Landscape antenna removal.	(\$49.41)
55.2	Additional widening of Base Line Street.	(\$2,603.90)
56.1	Base Line utility modifications.	(\$6,233.21)
59.1	Median crossover modifications.	(\$7,713.52)
60.2	Erosion control restoration.	(\$5,000.00)
CCO Total		\$27,151,277.39
Approved Contingency		\$34,927,790.07
Remaining Contingency		\$7,776,512.68
Central Avenue Improvements Project at SR 60 (19-1002196)		
Number	Description	Amount
11.2	Maintain existing electrical.	\$25,000.00
14.1	Maintain existing and temporary electrical system.	\$40,000.00
17.1	Additional clearing and grubbing.	\$10,000.00
18	Import fill material.	\$40,000.00
20	Revised irrigation sprinkler heads.	\$1,430.00
21	Electrical power to service pedestals.	\$45,000.00
22	Re-drill soil nails A2 and A6 in retaining wall 12.	\$5,000.00
30	Install water stops on retaining wall.	\$27,618.00
34	Retaining wall 29 drainage modifications.	\$42,000.00
34.1	Retaining wall 29 drainage modifications.	\$18,000.00
CCO Total		\$944,001.91
Approved Contingency		\$2,912,039.00
Remaining Contingency		\$1,968,037.09

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
I-215 Segments 1 & 3 Landscape Replacement Project (17-1001678)		
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)		
Number	Description	Amount
	CCO Total	\$362,649.23
	Approved Contingency	\$502,203.56
	Remaining Contingency	\$139,554.33
I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)		
Number	Description	Amount
	CCO Total	\$20,000.00
	Approved Contingency	\$1,451,300.00
	Remaining Contingency	\$1,431,300.00
I-10 Corridor Contract 1 (17-1001599)		
Number	Description	Amount
	CCO Total	\$24,554,653.08
	Approved Contingency	\$51,369,000.00
	Remaining Contingency	\$26,814,346.92
US 395 Phase 1 Widening Project (18-1001967)		
Number	Description	Amount
	CCO Total	\$2,194,906.95
	Approved Contingency	\$8,741,611.75
	Remaining Contingency	\$6,546,704.80
Monte Vista Avenue Grade Separation (16-1001461)		
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)		
Number	Description	Amount
	CCO Total	\$5,011,396.71
	Approved Contingency	\$17,230,000.00
	Remaining Contingency	\$12,218,603.29
I-10 University Street Interchange Improvement Project (20-1002290)		
Number	Description	Amount
	CCO Total	\$1,287,988.96
	Approved Contingency	\$1,500,590.00
	Remaining Contingency	\$212,601.04

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
I-10 Alabama Street Improvement Project (21-1002620)		
Number	Description	Amount
	CCO Total	\$654,201.61
	Approved Contingency	\$1,338,886.33
	Remaining Contingency	\$684,684.72
I-10 Cedar Avenue Improvement Project (22-1002784)		
Number	Description	Amount
15	Landscape modifications and fence removal.	\$82,748.74
17	Modify sound wall 732.	\$9,529.00
18	Temporary lighting.	\$102,133.69
	CCO Total	\$923,813.18
	Approved Contingency	\$8,098,400.00
	Remaining Contingency	\$7,174,586.82
SR 210 Pepper Avenue Establish Existing Planting (19-1002073)		
Number	Description	Amount
	CCO Total	\$15,086.00
	Approved Contingency	\$31,244.80
	Remaining Contingency	\$16,158.80
North 1st Avenue Bridge Over BNSF Project (22-1002780)		
Number	Description	Amount
	CCO Total	\$514,928.62
	Approved Contingency	\$3,561,922.00
	Remaining Contingency	\$3,046,993.38

Minute Action

AGENDA ITEM: 4

Date: November 1, 2023

Subject:

Inland Regional Energy Network Workforce Education & Training Update

Recommendation:

Receive an update on the Inland Regional Energy Network Workforce Education & Training local community marketing and outreach activities in 2023.

Background:

On January 9, 2019, the San Bernardino Associated Governments (SBCOG) Board of Directors (Board) authorized staff to pursue the development of a Regional Energy Network to provide energy efficiency programs in the Inland Empire related to Codes and Standards, Public Sector, and Workforce Education and Training (WE&T) as outlined in the Inland Regional Energy Network (I-REN) business plan. SBCOG staff worked in coordination with the Coachella Valley Association of Governments (CVAG) and Western Riverside Council of Governments (WRCOG) to submit the I-REN application and business plan to the California Public Utilities Commission (CPUC). In October 2021, the CPUC issued a proposed decision to approve the business plan for I-REN. This proposed decision would provide \$65 million combined over five years through 2027. In November 2021, the CPUC approved the I-REN application and business plan with WRCOG as the lead agency for this program. I-REN initiatives are guided by the I-REN Executive Committee, which is comprised of a board of elected officials from Riverside and San Bernardino counties.

I-REN provides public agencies with an opportunity to accelerate the implementation of Energy Efficiency (EE) programs in the Inland Empire. One of the I-REN sectors is focused on WE&T services.

The marketing and outreach activity for the I-REN WE&T sector is primarily focused on communicating the I-REN WE&T message with local community agencies to identify and support the development of green workforce pathways. This is achieved by disseminating the I-REN WE&T objectives to the local community agencies to help inform them about the I-REN WE&T resources, and to strategize how we can partner together with resources to help the Inland Empire workforce community.

The purpose of this report is to highlight the local marketing and outreach efforts by the I-REN WE&T program over the past year and provide an update regarding planned upcoming I-REN WE&T events to increase engagement within San Bernardino and Riverside counties.

The I-REN WE&T sector seeks to promote job market recovery and progress toward statewide goals regarding energy efficiency, with a focus on reaching out to the underserved and disadvantaged communities. The I-REN WE&T initiatives provide important opportunities to build partnerships within the community to help advance and promote energy efficiency jobs for a trained energy workforce in both Riverside and San Bernardino counties.

Entity: San Bernardino Council of Governments

One of the I-REN WE&T programs which has recently launched is the I-REN Energy Fellowship Program. Staff presented initial information regarding the I-REN Energy Fellowship Program during the April 2023 Board meeting. Part of the I-REN WE&T budget includes funding to provide as many as 13 Fellows in San Bernardino County for a period of 11 months from September to August each year. There is also an option for a SBCTA member agency to host a fellow for a period of eight months, from January to August each year. The goal of an I-REN Energy Fellow is to provide support to a member agency in addressing some of the organizational needs when it comes to energy efficiency projects. During the first year of the I-REN fellowship, four Fellows are slated to start with a SBCOG/SBCTA host member agency in September and October of 2023 for a period of nine months. Currently, I-REN staff are in the process of recruiting additional host member agencies and fellows for the eight month I-REN Energy Fellow opportunity, which is slated to begin in January 2024.

I-REN staff has also proactively reached out and participated in a number of events to assist with the recruitment efforts of additional Fellow candidates. Outreach efforts have included attending two job fairs in San Bernardino County, and staff is slated to attend six additional local job fairs from September to October of 2023. In addition, I-REN staff has met with more than 30 local community partners such as Inland Empire Community Colleges and San Bernardino County Workforce Development Department Veterans Division. Staff has also become employer partners with the California State University San Bernardino (CSUSB) career center, and have joined partnership efforts with the San Bernardino Goodwill Career Services Center, as well as many others which are listed below:

I-REN WE&T Community Outreach List

Associated Builders and Contractors (ABC) Inland Empire Branch	Launch Apprenticeship Network
Barstow Community College	Local Employment Development Department Veterans Division
California Baptist University	Mount San Jacinto College
CSUSB	Riverside City College (RCC) Guardian Scholars
Chino Valley Chamber of Commerce	Riverside County Office of Education (RCOE)
CivicWell Climate Adaptation Forum	RMS Energy Consulting, LLC
Construction Trades Workforce Initiative (CTWI)	San Bernardino City Unified School District
Copper Mountain College	San Bernardino County Superintendent of Schools (SBCSS)
Department of Energy (DOE) Heating, Ventilation, and Air Conditioning (HVAC) Pathways to Advance the Trades Series (PATHS) Program Advisory Board	San Bernardino Workforce Development Department
Energy Code Ace	San Geronio High School (Jobs 4 California Graduates)

Gateways to Opportunity Collaborative of the Inland Empire (GOCIE)	Southern California Energy Innovation Network
Goodwill Career Resources Center Inland Empire	Time for Change Foundation
Inland Empire Community Colleges Job Developers	Tomorrow's Talent
Inland Empire Desert Regional Consortium	University California Riverside (UCR)
International Code Council (ICC) Foothill Chapter	Workforce Investment Board (Riverside and San Bernardino counties)
James Irvine Foundation	Youth Action Partnership

Special Outreach Events

I-REN Orientation Workshops

As announced during the May 3, 2023 Board meeting, the I-REN team was in the process of providing nine in-person orientations throughout the San Bernardino County region. As of September 2023, there have been a total of seven orientations provided.

In-person orientations have been conducted in the following areas of San Bernardino County: Town of Apple Valley, City of Barstow, City of Chino Hills, City of Grand Terrace, City of Ontario, City of Twentynine Palms and the City of Yucaipa. The remaining two in-person orientations are slated to be in the City of Rialto and the County of San Bernardino.

Chino Valley Chamber of Commerce Workforce Roundtable

The Chino Valley Chamber of Commerce hosted a local community workforce roundtable on September 18, 2023. The purpose of this roundtable was to address the workforce issues and how they may be addressed in the region. The I-REN team attended this roundtable event, which provided the opportunity to connect with possible local community partners.

DOE HVAC PATHS Program Forum

The PATHS in HVAC forum structures workforce education and training to target HVAC career pathways. The goal of this forum was to seek the latest information about HVAC resources in the region and to hear a local perspective regarding the industry as it pertains in Riverside and San Bernardino counties. The I-REN team attended this forum on September 22, 2023, and connected with potential Inland Empire community industry partners.

Foresight: Envisioning a Future Ready Region (Youth Action Partnership (YAP) and Institute for the Future)

I-REN staff was invited by YAP to join local community leaders for the Foresight Retreat on September 25 through September 26, 2023. The purpose of this event was to address workforce issues and how they may be addressed in the Inland Empire region. This event played a unique role in I-REN's opportunity to provide outreach and network with local business and community leaders.

SBCTA Small Business 2 Business Expo

The Small Business 2 Business Expo is a new element of the annual SBCTA Business 2 Business Expo. The I-REN team is scheduled to participate in this upcoming event on November 7, 2023, which will allow the I-REN team to share more about the goals and opportunities the program provides, as well as engage and network with small businesses and other resources throughout the region.

The I-REN WE&T initiatives present a chance to help support and encourage the next generation of talent in their opportunity to work in the energy sector, as well as provide the prospect of a member agency hosting an Energy Fellow to assist moving energy efficiency projects and initiatives forward.

Financial Impact:

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

Reviewed By:

This item was received by the Board of Directors Metro Valley Study Session on October 12, 2023 and the Mountain/Desert Policy Committee on October 20, 2023.

Responsible Staff:

Cheryl Chesnut, Energy Project Manager

Approved
Board of Directors
Date: November 1, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 5

Date: November 1, 2023

Subject:

Mount Vernon Viaduct Legal Services Amendment No. 2 to Contract No. 18-1001846

Recommendation:

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

- A. Approve Amendment No. 2 to Contract No. 18-1001846 with Kaplan, Kirsch & Rockwell, LLP, for Design Build Legal Services for the Mount Vernon Avenue Viaduct project to extend the period of performance for an additional three years to December 31, 2026; and
- B. Approve an exception to Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B.4, to extend Contract No. 18-1001846 beyond the five-year term.

Background:

The intent of this agenda item is to extend the Kaplan, Kirsch & Rockwell, LLP (KKR) Design Build Legal Services Contract No. 18-1001846 for the Mount Vernon Viaduct Project (Project). This project will replace the existing Mount Vernon Viaduct over the Southern California Regional Rail Authority and BNSF Railway mainline, storage and yard tracks.

KKR has been providing legal support services throughout the procurement process, including development of the Request for Qualifications and Request for Proposals. They coordinated the evaluations of the Qualifications and Proposals received, with San Bernardino County Transportation Authority (SBCTA) Procurement staff, facilitated one-on-one discussions with the proposers, and participated in risk management discussions and development of the draft contract. As the contract is underway, KKR continues to be a resource for our management team in navigating contract issues that arise periodically. The work associated with this effort has extended longer than originally planned. Therefore, an amendment to extend the contract to allow completion of these efforts is requested.

In May 2018, SBCTA executed Contract No. 18-1001846 with KKR to provide legal services for the Project. In September 2019, SBCTA Board of Directors approved Amendment No. 1 to increase the contract amount by an additional \$250,000 to \$1,650,000 and to extend the contract termination date by eight months to December 31, 2023.

Recommendation A:

Staff requests approval of Amendment No. 2 to Contract No. 18-1001846 with KKR to extend the contract term for an additional three years to December 31, 2026. This time extension is allowed under Contracting and Procurement Policy No. 11000, Article V.D.3(d)(ii&iii) as KKR was selected as the most qualified firm to undertake the work of the original contract and their work under the contract gives them a unique knowledge of the Mount Vernon Viaduct Project and the Design-Build Contract, necessary for continued legal support. This amendment allows KKR to continue to provide legal services until completion of project closeout activities.

Recommendation B:

Staff requests exemption from Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B.4, which limits contract terms to five years, to ensure continuity with the Project team to successfully complete and close out the project.

Entity: San Bernardino County Transportation Authority

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Financial Impact:

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

Reviewed By:

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 12, 2023. SBCTA General Counsel, Risk Manager, and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:

David Tan, Senior Project Manager

Approved
Board of Directors
Date: November 1, 2023

Witnessed By:

Contract No.: 18-1001846 Amendment No.: 2

Contract Class: Payable Department: Project Delivery

Vendor No.: 01190 Vendor Name: Kaplan Kirsch & Rockwell

Description: Legal Services for Mt. Vernon Viaduct

List Any Related Contract Nos.:

Dollar Amount							
Original Contract		\$	1,400,000.00	Original Contingency		\$	-
Prior Amendments		\$	250,000.00	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,650,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	1,650,000.00

Board of Directors	Date: 11/01/2023	Board	Item # 10042
Contract Management (Internal Purposes Only)			

Board of Directors

Date: 11/01/2023

Board

Item # 10042

Contract Management (Internal Purposes Only)

Other Contracts

Sole Source? No

No Budget Adjustment

Federal

Design-Build

Monthly

Accounts Payable

Estimated Start Date:	05/02/2018	Expiration Date:	12/31/2023	Revised Expiration Date:	12/31/2026
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NHS: No

QMP/QAP: No

Prevailing Wage: Yes

Total Contract Funding:

Total Contingency:

[illegible]

David Tan

Kristi Harris

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

AMENDMENT NO. 2 TO CONTRACT NO. 18-1001846

**BY AND BETWEEN
SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY
AND
KAPLAN, KIRSCH & ROCKWELL, LLP
FOR
LEGAL ADVISORY SERVICES FOR THE
MOUNT VERNON VIADUCT DESIGN BUILD PROJECT**

This AMENDMENT No. 2 to Contract 18-1001846 is made by and Kaplan, Kirsch & Rockwell, LLP (“ATTORNEY”) and the San Bernardino County Transportation Authority (“SBCTA”). SBCTA and ATTORNEY are each a “Party,” and are, collectively, the “Parties.”

RECITALS:

- A. SBCTA, under Contract 18-1001846 (“Contract”), engaged the services of ATTORNEY to perform legal advisory services for the Mt. Vernon Viaduct Design Build Project (“Project”).
- B. The Parties entered into Contract 18-1001846 on May 9, 2018, setting forth the terms and conditions for legal advisory services for the Mt. Vernon Viaduct Design Build Project.
- C. The Parties entered into Amendment No. 1 on September 4, 2019 increasing the contract amount by \$250,000 to \$1,650,000 and extending the duration of the needed services.
- D. The Parties desire to amend the Contract to extend the period of performance for an additional three (3) years to December 31, 2026, to cover completion and closeout of project.

NOW THEREFORE, the Parties agree to amend Contract 18-1001846 as follows:

- 1. Delete Article 2 in its entirety and replace with the following:

“The Period of Performance by ATTORNEY under this Contract shall commence upon issuance of a written Notice to Proceed issued by SBCTA, unless agreed otherwise, and shall continue in full force and effect through December 31, 2026.”
 - 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 and amendments thereto shall remain in full force and effect and are incorporated herein by this reference.
 - 4. This Amendment No. 2 is effective on the date executed by SBCTA.
- 18-1001846-2

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

KAPLAN, KIRSCH & ROCKWELL, LLP

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Adam Giuliano
Partner

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

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
SBCTA General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

Minute Action

AGENDA ITEM: 6

Date: November 1, 2023

Subject:

Interstate 15 Corridor Freight and Express Lanes Project - Contract 1 Release of Invitation for Bids No. 23-1003032

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. 23-1003032 for the construction of the Interstate 15 Corridor Freight and Express Lanes Project - Contract 1, subject to approval as to form by SBCTA General Counsel; approval by the California Department of Transportation of the Plans, Specifications, and Estimates package; Right-of-Way Certification; allocation of funds by the California Transportation Commission; and issuance of the federal authorization to proceed with construction.

Background:

The Interstate 15 (I-15) Corridor Freight and Express Lanes Project – Contract 1 (Project) will add auxiliary lanes to improve freight corridor movement and will add one to two express lanes in each direction on the I-15 from 0.3 miles south of Cantu-Galleano Ranch Road to Duncan Canyon Road in the Cities of Eastvale, Jurupa Valley, Ontario, Rancho Cucamonga, and Fontana. The Environmental Document for the Project was approved in December 2018. The Project will be delivered in multiple construction packages. The first construction package, known as the I-15 Corridor Freight and Express Lanes Project – Contract 1 (Contract 1), will also add auxiliary lanes at select locations in order to improve freight movement and reduce traffic congestion. Construction packages for portions north of Foothill Boulevard to Duncan Canyon Road will be developed in the future based on funding considerations. Final design work for Contract 1 is ongoing with current activities consisting of structure design and developing Plans, Specifications, and Estimates (PS&E).

On September 2, 2020, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved award of Contract No. 20-1002266 to Michael Baker International for final design services.

On September 7, 2022, the Board approved award of Contract No. 22-1002757 to TRC Engineers, Inc. for Construction Management Services.

The 100% PS&E package is currently in final review by California Department of Transportation (Caltrans) and is expected to be approved by November 2023. Three construction and maintenance (C&M) agreements with the railroad companies are currently under development and are anticipated to be executed within this month. With the approval of the PS&E package and execution of the three C&M agreements, the Right-of-Way Certification can be approved by Caltrans.

Staff is recommending that the Board authorize the Executive Director, or his designee, to advertise the construction contract for the project through release of Invitation for Bids (IFB) No. 23-1003032, subject to approval as to form by SBCTA General Counsel, approval by Caltrans of the PS&E package, Right-of-Way Certification, allocation of funds by the California Transportation Commission, and issuance of the federal authorization to proceed with

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

November 1, 2023

Page 2

construction. A future agenda item for award of a construction contract will be brought to the Board for consideration in spring 2024.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget for Task 0820, Freeway Projects, Sub-Task 0831, I-15 Corridor Express Lanes Improvements Contract 1.

Reviewed By:

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 12, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item.

Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved
Board of Directors
Date: November 1, 2023

Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 7

Date: November 1, 2023

Subject:

Metrolink Active Transportation Program Phase II - Amendment No. 1 to Contract No. 20-1002388 with KOA Corporation

Recommendation:

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

A. Approve Amendment No. 1 to Contract No. 20-1002388 with KOA Corporation, for preparation of the Plans, Specifications and Estimates, and Construction Support Services for the Metrolink Active Transportation Program Phase II Project to extend the contract term for an additional three years to December 31, 2026; and

B. Approve an exemption to Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B(4), to extend Contract No. 20-1002388 beyond the five-year term.

Background:

The intent of this agenda item is to extend the KOA Corporation (KOA) Design Contract No. 20-1002388 for the Metrolink Active Transportation Program (ATP) Phase II Project (Project).

The Project will add pedestrian and bicycle access improvements, including signage, sidewalks, high-visibility crosswalks, bike lanes, and other improvements near the Metrolink Stations in the cities of Montclair, Upland, Rancho Cucamonga, Fontana and San Bernardino.

On December 8, 2020, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded Contract No. 20-1002388 to KOA for preparation of the Plans, Specifications, and Estimates (PS&E), and for construction support services for the design and construction phases of the Project in an amount not-to-exceed \$508,006.41. The Board also approved a contingency for Contract No. 20-1002388 in the amount of \$50,800.64.

In December 2021, SBCTA and KOA executed Contingency Amendment No. 0A to add additional scope and fee to modify the 6th Street Cycle Track design, not included in the original contract scope.

In August 2022, SBCTA and KOA executed Contingency Amendment No. 0B to reformat the project specifications and update to current standards.

In December 2022, SBCTA and KOA executed Contingency Amendment No. 0C to provide five separate site plans for the water quality management plan not included in the original contract scope.

Due to the Project's extended design schedule related to the design modifications, approval by California Department of Transportation and delay obtaining the ATP fund allocation, a time extension is required for the design contract.

Entity: San Bernardino County Transportation Authority

Recommendation A:

Staff requests approval of Amendment No. 1 to Contract No. 20-1002388, with KOA to extend the contract term for an additional three years to December 31, 2026. This time extension will allow the designer to provide design support during construction and closeout activities estimated to be completed by summer 2025. The contract amendment is recommended on the basis that the consultant is found to be preeminently positioned to perform the work due to their specific qualifications, unique knowledge and requirements of the project.

Recommendation B:

Staff request exemption from Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B(4), which limits contract terms to five years. Since the contract with KOA includes multiple phases extending beyond the five years, it is necessary to encompass to the overall project schedule.

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 2.

Reviewed By:

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 12, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Juan Lizarde, Project Manager

Approved
Board of Directors
Date: November 1, 2023

Witnessed By:

Contract Summary Sheet

7.a

General Contract Information

Contract No: 20-1002388 Amendment No.: 1Contract Class: Payable Department: Project DeliveryVendor No.: 01196 Vendor Name: KOA CorporationDescription: Metro ATP Phase-II Design ContractList Any Related Contract Nos.: 20-1002314, 20-1002315, 20-1002316, 20-1002317, 20-1002318

Dollar Amount							
Original Contract		\$	508,006.41	Original Contingency		\$	50,800.6
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	30,371.58	Prior Contingency Released (-)		\$	(30,371.5
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	538,377.99	Total Contingency Value		\$	20,429.0
	Total Dollar Authority (Contract Value and Contingency)					\$	558,807.0

Contract Authorization

Board of Directors Date: 11/01/2023 Board Item # 10040

Contract Management (Internal Purposes Only)

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

Accounts Payable

Estimated Start Date: 12/02/2020 Expiration Date: 12/31/2023 Revised Expiration Date: 12/31/2026NHS: No OMP/QAP: No Prevailing Wage: Yes

							Total Contract Funding:		Total Contingency:	
							\$	538,377.99	\$	20,429.06
GL	6010	40	0860	0810	52001	42414009	630	Montclair	71,932.49	2,729.85
GL	6010	40	0860	0810	52001	42432010	630	Upland	122,475.55	9,292.79
GL	6010	40	0860	0810	52001	42417007	630	Rancho Cucamonga	192,265.34	2,650.54
GL	6010	40	0860	0810	52001	42408009	630	Fontana	151,704.61	5,755.88
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-

Juan Lizarde

Kristi Harris

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: 20-1002388-01_CSS (10040 : Metrolink ATP Phase II - Amendment No. 1 to Contract No. 20-1002388 with KOA Corp.)

AMENDMENT NO. 1 TO CONTRACT 20-1002388
FOR
PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) SERVICES
FOR THE METROLINK ACTIVE TRANSPORTATION PROGRAM, PHASE II
PROJECT
(KOA CORPORATION)

This Amendment No. 1 to Contract No. 20-1002388 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 KOA Corporation, (“CONSULTANT”), whose address is: 1100 Corporate Center Drive, Monterey Park, CA 91754. SBCTA and CONSULTANT are each a “Party” and collectively the “Parties”.

RECITALS:

- A. On December 8, 2020, SBCTA and CONSULTANT entered into a contract for Plans, Specifications and Estimates (PS&E) Services for the Metrolink Active Transportation Program, Phase II Project (PROJECT) at five Metrolink Facilities in San Bernardino County (CONTRACT).
- B. In December 2021, SBCTA and CONSULTANT executed Contingency Amendment No. 0A, in the amount of \$22,104.06, to add additional scope and fee to modify the 6th Street Cycle Track design, not included in the original contract scope.
- C. In August 2022, SBCTA and CONSULTANT executed Contingency Amendment 0B, in the amount of \$6,521.00, to reformat the project specifications and update to current standards.
- D. In December 2022, SBCTA and CONSULTANT executed Contingency Amendment 0C, in the amount of \$1,746.52, to provide five separate site plans for the water quality management plan not included in the original contract scope.
- E. PARTIES now seek to amend the CONTRACT to extend the expiration date for an additional 3 years to cover the final design and construction support and closeout phases.

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE CONTRACT AS FOLLOWS:

- 1. ARTICLE 2 CONTRACT TERM, is revised and restated in its entirety to read as follows:

“The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA’s Procurement Analyst and shall continue in effect through **December 31, 2026** or until otherwise terminated, or unless extended as hereinafter provided by

written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.”

2. All other terms and conditions of the Contract shall remain in full force and effect.
3. This Amendment No. 1 is deemed to be included and made part of the Contract.
4. This Amendment No. 1 will be effective upon execution by SBCTA.

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

DRAFT

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

KOA CORPORATION

By: _____
Min Zhou
President

Date: _____

By: _____
Michael Nilsson
Principal

Date: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Dawn M. Rowe
Board President

Date: _____

APPROVED AS TO FORM:

By: _____
Juanda L. Daniel
Assistant General Counsel

Date: _____

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

Minute Action

AGENDA ITEM: 8

Date: November 1, 2023

Subject:

Interstate 10 Mount Vernon Avenue Interchange Improvement Project - Amendment No. 3 to Contract No. 18-1001869 with Kimley-Horn and Associates, Inc.

Recommendation:

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

Approve Amendment No. 3 to Contract No. 18-1001869 with Kimley-Horn and Associates, Inc., for the Interstate 10 Mount Vernon Avenue Interchange Improvement Project, amending the scope of work and increasing the contract value by \$263,739.54 for a new not-to-exceed amount of \$4,206,341.21.

Background:

The Interstate 10 (I-10) Mount Vernon Avenue Interchange Improvement Project (Project) holds position number eight on the Measure I Valley Freeway Interchange Program priority list. As directed by the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board), project development has commenced on the interchange projects that are in the top 10 of the priority list.

In July 2018, the Board awarded Contract No. 18-1001869 with Kimley-Horn and Associates, Inc., for the Project Approval/Environmental Document, Plans, Specifications, and Estimates, and Right-of-Way (ROW) Engineering Services for the Project.

In March 2020, SBCTA approved Amendment No. 1 to Contract No. 18-1001869 with Kimley-Horn and Associates, Inc., for added scope to prepare a Historical Resources Evaluation Report as required for the Project. In July 2020, Contingency Amendment 1A was approved for Contract No. 18-1001869 to prepare and develop a higher level environmental document, Initial Study/Mitigated Negative Declaration. In May 2022, Contingency Amendment 1B was approved for Contract No. 18-1001869 to provide additional structural design for retaining walls needed for the Project. In May 2023, the Board approved Amendment No. 2 to Contract No. 18-1001869 to extend the period of performance for an additional five years to June 2028.

The purpose of this agenda item is to add additional scope for roadway and structural design needed for the Project. After the 65% design was completed and ROW acquisition initiated, the City of Colton (City) informed the Project team of a parcel on the southeast quadrant (Assessor's Parcel Number (APN) 0276-121-09 and 0276-121-17) which is developing a site plan for a truck stop business. In addition, the City informed the Project Delivery team of delays with the City's widening of Mount Vernon Avenue south of I-10. This delay will require a design change for the interchange project to tie into an interim condition.

The original design adjacent to APNs 0276-121-09 and 0276-121-17, would widen into the parcel and conflict with the business site development. SBCTA ROW consultants prepared an appraisal which resulted in a \$2.4 million cost to cover the property impacts. SBCTA requested Kimley-Horn and Associates, Inc. to conceptually prepare an alternative design and cost proposal to avoid impacts to the property, and interim design to join existing conditions on the south side of Mount Vernon Avenue due to delays of the City's widening project. After further

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

November 1, 2023

Page 2

comparison, building a retaining wall to avoid APNs 0276-121-09 and 0276-121-17 is the most cost effective method to move the Project forward.

Staff requests approval of Amendment No. 3 to Contract No. 18-1001869 with Kimley-Horn and Associates, Inc. to add additional scope and fee for the Project, in the amount of \$263,739.54 for a new contract total of \$4,206,341.21.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget under Task No. 0830 Interchange Projects, Sub-Task No. 0898 I-10 Mt. Vernon Avenue Interchange.

Reviewed By:

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 12, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Juan Lizarde, Project Manager

Approved
Board of Directors
Date: November 1, 2023

Witnessed By:

Contract Summary Sheet

8.a

General Contract Information

Contract No: 18-1001869 Amendment No.: 3Contract Class: Payable Department: Project DeliveryVendor No.: 01179 Vendor Name: Kimley-Horn and Associates, Inc.Description: I-10 Mount Vernon Avenue PA/ED, PS&E & R/W ServicesList Any Related Contract Nos.: 18-1001904 & 18-1001905

Dollar Amount							
Original Contract		\$	3,486,045.00	Original Contingency		\$	535,105.0
Prior Amendments		\$	23,000.00	Prior Amendments		\$	-
Prior Contingency Released		\$	433,556.67	Prior Contingency Released (-)		\$	(433,556.6
Current Amendment		\$	263,739.54	Current Amendment			
Total/Revised Contract Value		\$	4,206,341.21	Total Contingency Value		\$	101,548.3
	Total Dollar Authority (Contract Value and Contingency)					\$	4,307,889.5

Contract Authorization

Board of Directors Date: 11/01/2023 Board Item # 10039

Contract Management (Internal Purposes Only)

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

Accounts Payable

Estimated Start Date: 06/06/2018 Expiration Date: 06/30/2028 Revised Expiration Date: _____NHS: Yes QMP/QAP: Yes Prevailing Wage: Yes

							Total Contract Funding:		Total Contingency:	
							\$	4,206,341.21	\$	101,548.33
GL:	4120:	40:	0830:	0898:	52001:	41100000	640	MSI Freeway Program	4,005,268.52	96,369.37
GL:	6010:	40:	0830:	0898:	52001:	42407009	640	City of Colton	201,072.69	5,178.96
GL:								-	-	-
GL:								-	-	-
GL:								-	-	-
GL:								-	-	-
GL:								-	-	-
GL:								-	-	-
GL:								-	-	-
GL:								-	-	-
GL:								-	-	-

Juan Lizarde

Project Manager (Print Name)

Kristi Harris

Task Manager (Print Name)

Additional Notes:

Attachment: 18-1001869-03_CSS (10039 : I-10 Mount Vernon - Amendment No. 3 to Contract No. 18-1001869 with Kimley-Horn)

**AMENDMENT NO. 3 TO CONTRACT 18-1001869
FOR
PROJECT REPORTS, ENVIRONMENTAL DOCUMENT,
PLANS, SPECIFICATIONS, AND ESTIMATES SERVICES
FOR THE INTERSTATE 10 & MOUNT VERNON AVENUE INTERCHANGE
PROJECT
(KIMLEY-HORN AND ASSOCIATES, INC.)**

This Amendment No. 3 to Contract No. 18-1001869 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 Kimley-Horn and Associates, Inc., (“CONSULTANT”), whose address is: 3880 Lemon Street, Suite 420, Riverside, CA 92501. SBCTA and CONSULTANT are each a “Party” and collectively the “Parties”.

RECITALS:

- A. On July 26, 2018, SBCTA and CONSULTANT entered into a contract for Project Approval and Environmental Document (PA/ED), and Plans, Specifications and Estimates (PS&E) Services for the Interstate 10 & Mount Vernon Avenue Interchange Project (PROJECT) in the City of Colton (CONTRACT).
- B. In March 2020, SBCTA and CONSULTANT executed Amendment No. 1 to add additional scope and fee to prepare a Historical Resources Evaluation Report (HRER), not included in the original contract scope.
- C. In July 2020, SBCTA and CONSULTANT executed Contingency Amendment 1A to perform an Initial Study/Mitigated Negative Declaration (IS/MND) for the Environmental Document.
- D. In May 2022, SBCTA and CONSULTANT executed Contingency Amendment 1B for additional retaining walls and geotechnical investigation.
- E. In June 2023, SBCTA and CONSULTANT executed Amendment 2 to extend the period of performance for an additional 5 years to June 30, 2028.
- F. PARTIES now seek to amend the CONTRACT to amend the Scope of Work and increase contract value (Article 5.9) from \$3,942,601.67 to \$4,206,341.21.

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE CONTRACT AS FOLLOWS:

1. Article 5.2 is revised in its entirety to read as follows:

“In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of one hundred ninety five thousand, seven hundred fifty-four dollars **\$195,754**. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.”

2. Article 5.9 revised in its entirety to read as follows:

“The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed four million, two hundred six thousand, three hundred forty-one dollars **\$4,206,341.21**.”

3. All references in the Contract to Work and Scope of Work shall mean the Scope of Work described in Exhibit A attached to the Contract, Exhibit A-1 attached to Amendment No. 1, and Exhibit A-2 attached to and incorporated into this Amendment No. 3.
4. All references in the Contract to Approved Cost Proposal shall mean the Approved Cost Proposal in Exhibit B to the Contract, Exhibit B-1 attached to Amendment No. 1, and Exhibit B-2 attached to and incorporated into this Amendment No. 3.
5. Except as amended by this Amendment No. 3, all other terms and conditions of the Contract and all previous amendments shall remain in full force and effect.
6. This Amendment No. 3 is deemed to be included and made part of the Contract.
7. This Amendment No. 3 will be effective upon execution by SBCTA.

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

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

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

**KIMLEY-HORN & ASSOCIATES, INC.
A NORTH CAROLINA
CORPORATION**

By: _____
Dawn M. Rowe
Board President

Date: _____

By: _____
Darren Adrian
Senior Vice President

Date: _____

By: _____
Jason Valencia
Assistant Secretary

Date: _____

APPROVED AS TO FORM:

By: _____
Juanda L. Daniel
Assistant General Counsel

Date: _____

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

Attachment: 18-1001869-03 (10039 : I-10 Mount Vernon - Amendment No. 3 to Contract No. 18-1001869 with Kimley-Horn)

EXHIBIT A-2
ADDITIONAL SCOPE OF WORK
Contract No. 18-1001869

This amendment is requested to address additional effort to the I-10 / Mt Vernon Avenue Improvement project. The original scope of work was negotiated and agreed to in August 2018. The project was scoped before the environmental phase (PA&ED) was started using the available Project Initiation Document (PID). During development of design, additional work has been identified, discussed below, that were not anticipated during the initial scoping of the project and was not included in the original understanding of the scope of work.

After the 65% design was completed and right of way acquisition initiated, the City of Colton informed the Project Delivery Team (PDT) of a parcel on the southeast quadrant (APN 0276-121-09 & 17) which is developing a site plan for a truck stop business. In addition, the City of Colton informed the PDT of delays with the City's widening of Mount Vernon Avenue south of Interstate 10. This delay will require a design change for the interchange project to tie into an interim condition.

The original design adjacent to APN 0276-121-09 & 17, would widen into the parcel and conflict with the proposed business development. SBCTA right of way consultants prepared an appraisal which resulted in a \$2.4M cost to cover the property impacts. SBCTA requested Kimley-Horn to conceptually prepare an alternative design and cost proposal to avoid impacts to the parcel, and interim design to join existing conditions on the south side of Mt Vernon Avenue due to delays of the City's widening project. After further study, building a retaining wall to avoid parcel 0276-121-09 & 17 is the most cost-effective method to deliver the project. A brief scope is provided below which follows the Caltrans Work Breakdown Structure.

Task 100 PROJECT MANAGEMENT

100.2 Project Management and Administration

It is anticipated that the overall project schedule will be extended by approximately 8 months due to the delays created by factors outside the control of the project.

Task 230 PREPARE DRAFT PLANS, SPECIFICATIONS & ESTIMATE (PS&E)

230.2 Draft PS&E

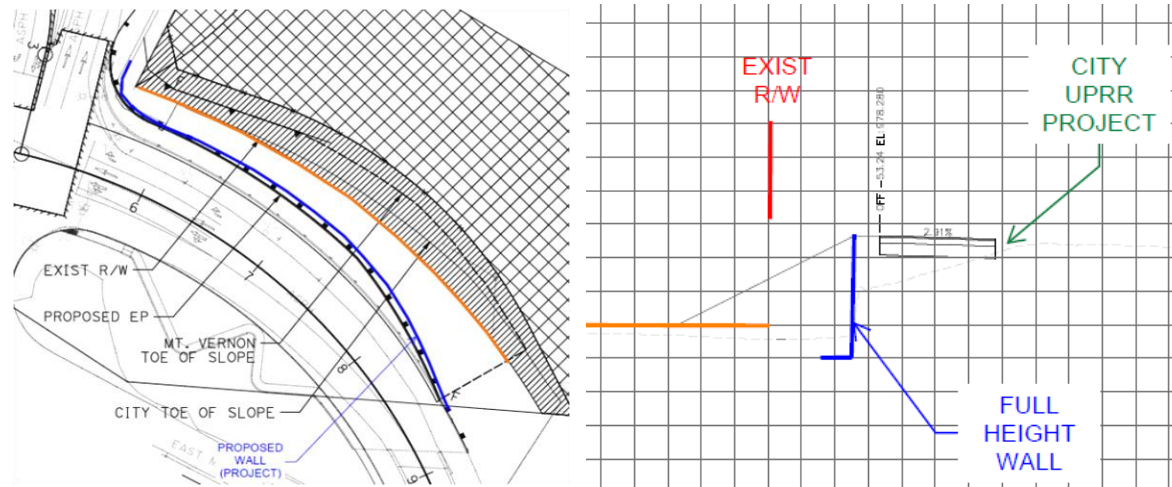
CONSULTANT shall update the Draft Roadway Plans, Specifications, and Estimates (PS&E) to incorporate the additional work discussed below:

1. Retaining Wall (Southeast/City UPRR widening)

During the preparation of the 95% plans for the Mt. Vernon interchange project, the City of Colton notified the team that a tentative map has been approved for the property at the southeast corner of the EB ramps/Mt Vernon intersection. The appraisal result showed the cost of the property would be significantly higher than the mitigation to avoid the property after the team performed and initial analysis and cost estimate. To avoid the property a new retaining wall will be required along Mt Vernon Avenue. A drainage swale will be provided between the retaining wall and the property. This effort would include the following:

- Retaining Wall Structure Design – Structure design calculations, coordination with geotech, structure quantities, structure independent check and back check. This assumes spread footing for the retaining wall.
- Retaining Wall Plans - Prepare the retaining wall sheets. Plan, Elevations (profile), typical section, aesthetics.
- Geotechnical exploration/analysis – Create soil profile using existing boring and City bridge borings. Prepare foundation design analysis, coordination with structures, update geotechnical reports. No new borings are assumed.
- Update Log of Test Boring Plans-update LOTB plans
- Update Layouts, Typical Sections - Update roadway plans, typical sections, etc (layouts, WPC, utilities, electrical, etc)
- Update Grading Plans – Design grading model, wall footing height/cover on slopes, swale, tie into city bridge cone, update grading plans
- Drainage analysis – Analyze drainage and update report
- Drainage Plans – Re-design drainage culvert system, update drainage plans, profile, details, swale, RSPs, etc
- R/W Requirement Map – Update map
- Interim Signing and Striping
- Quantities – Update roadway quantities, safety, drainage, delineation, etc
- Incorporate City improvements to the project (NB roadway widening only)

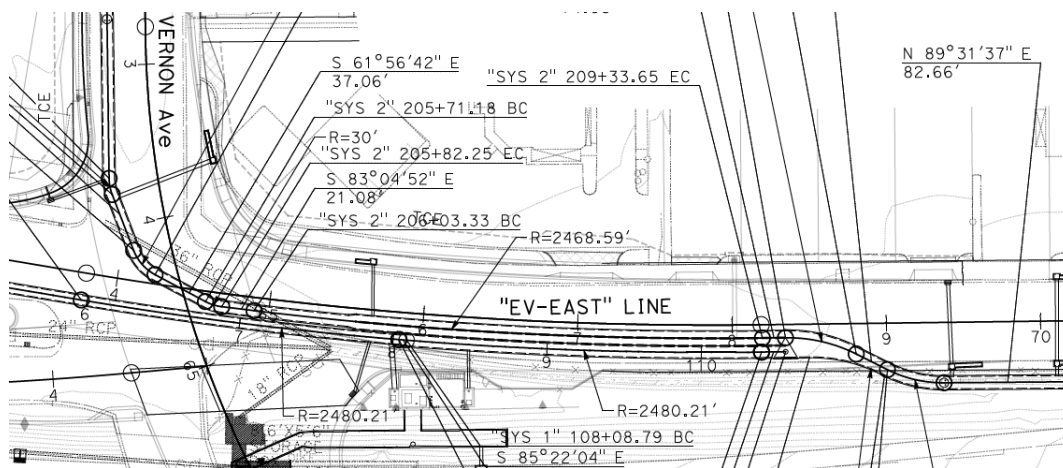
Proposed Retaining Wall



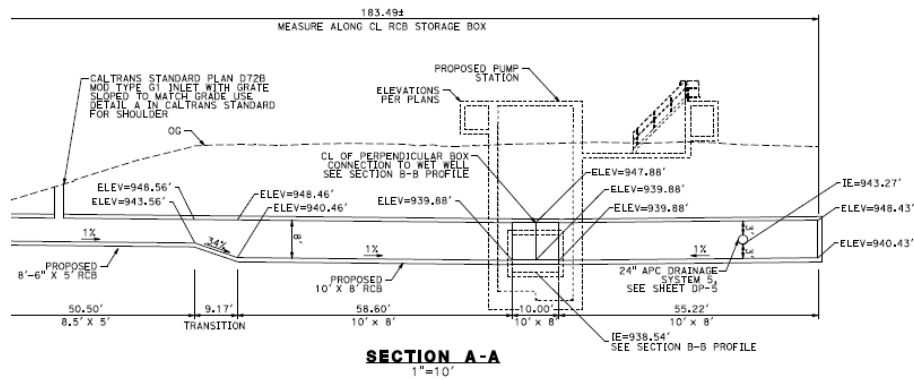
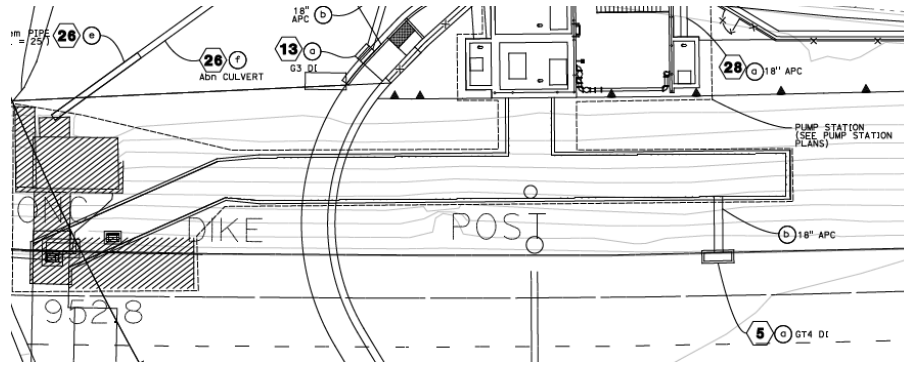
2 – Drainage

The drainage facility included in this project requires additional work than compared to what was initially scoped using available data at the time. After the project features were identified in the PA&ED, a hydrology study was performed. The team learned from this study that there is no existing collection of drainage in a large area of the city and that a significant amount of surface water is draining through the project area. The amount of drainage effort required for this project could not have been anticipated at the PID level without the hydrology study being completed during the PA&ED and PS&E. After roadway and drainage studies were completed, it was discovered that the project required a significant and complex drainage system under Mt. Vernon and E. Valley. This additional effort includes the design of a series of culvert boxes sizes 7x3, 6x3, and 2-4x3 along Mt Vernon and E Valley to avoid flooding and meet drainage current drainage standards.

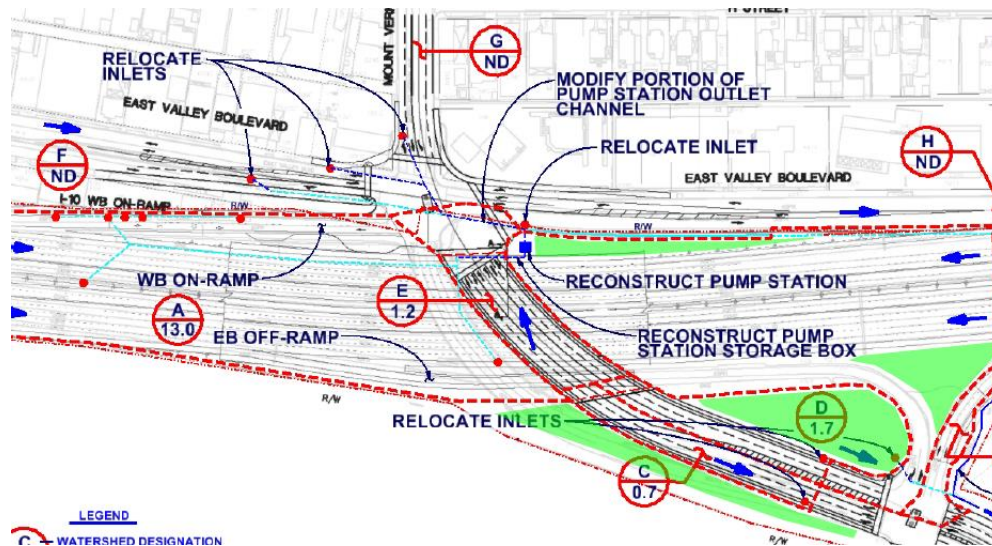
Drainage System along Mt Vernon and East Valley



Drainage System along I-10 for Drainage Storage to Accommodate Smaller Pump



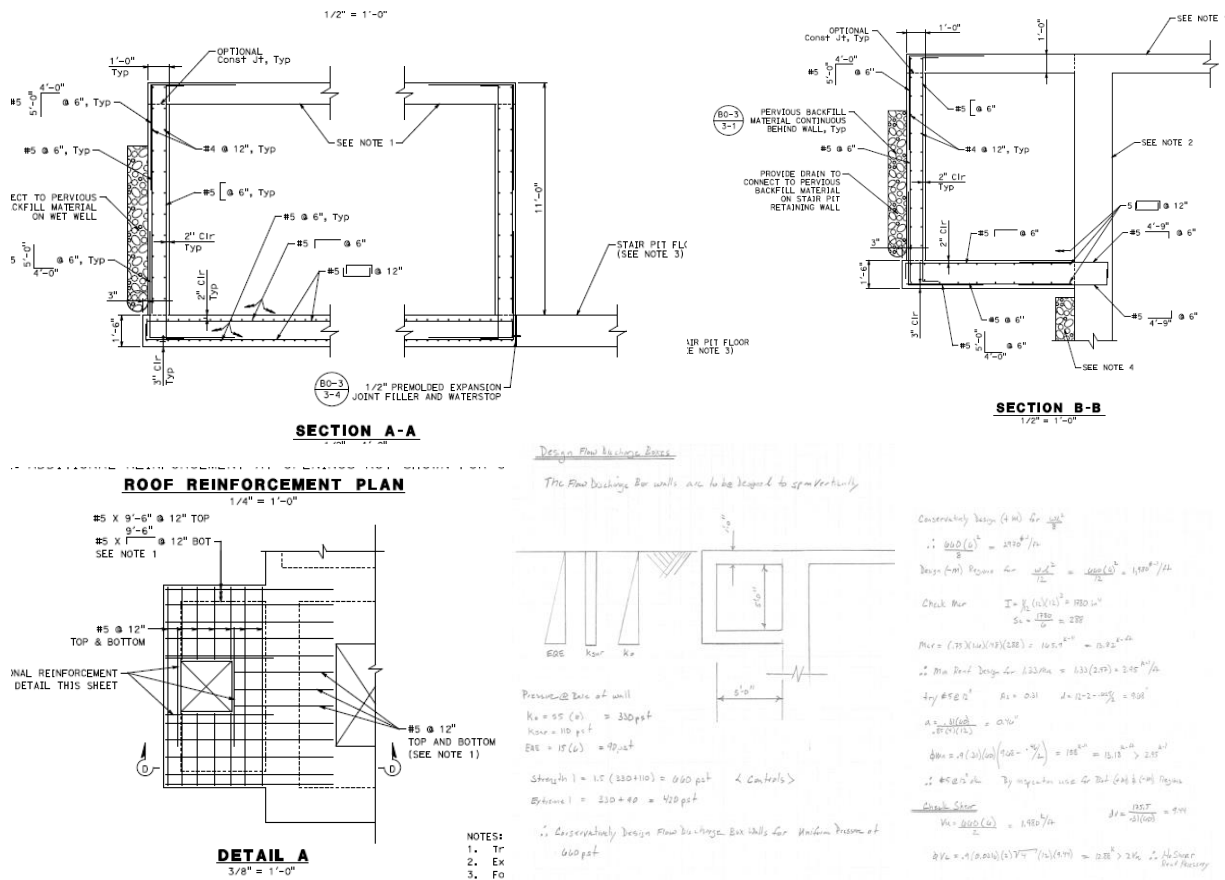
PSR Level Watershed Information



3 - New Requirement for Trash Collection Device Systems

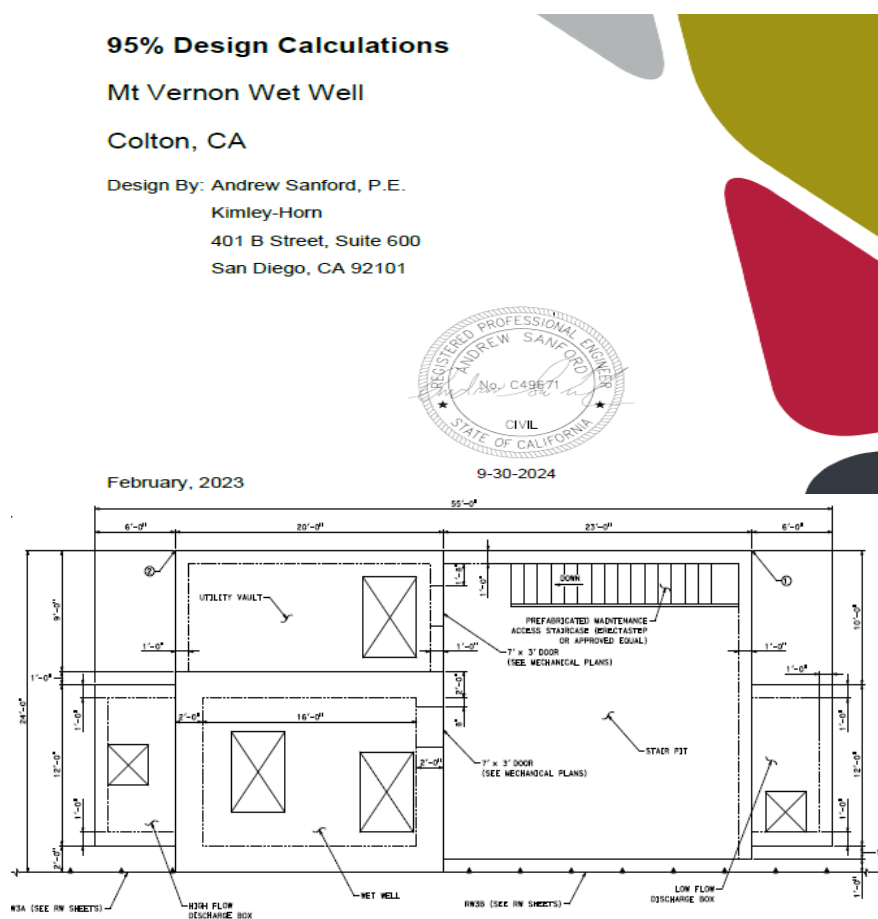
Trash collection devices were not required at the time of initial project scope writing. The project did not anticipate installation of trash collection systems in addition to a detention basin originally planned for this project. During the final design phase, Caltrans District 8 has been requiring projects to install trash collection devices in response to the Statewide Trash Collection Plan.

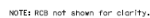
Several new devices were recommended by Caltrans to be implemented for this project, and the recommendations changed multiple times requiring redesign. The additional effort includes the structural design of the trash collection devices, plans, independent review, and coordination.



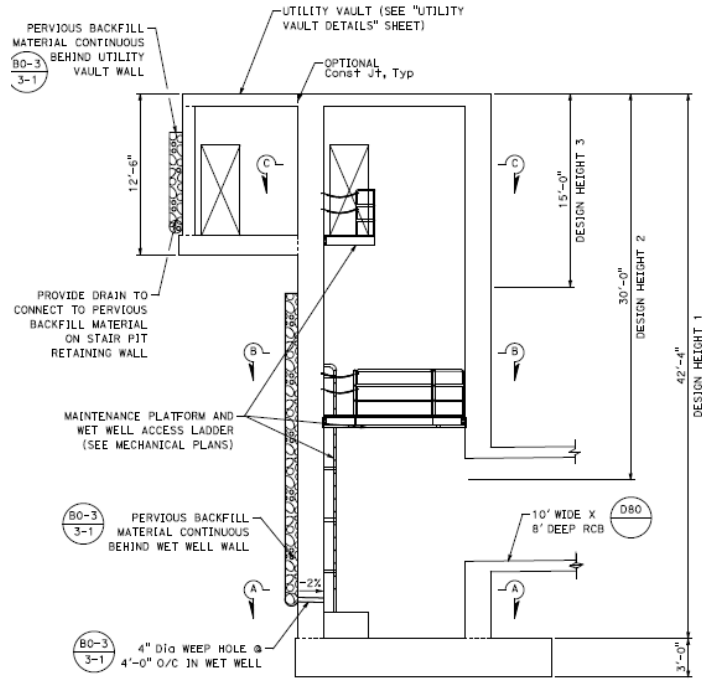
4 - Pump Station Structure

During the final design phase, it was determined, through design of the Digital Terrain Model (DTM), that the pump station housing must be designed as a retaining wall in order to prevent overturning, to accommodate future widening of I-10, which is one of the goal of the project. This was not anticipated during the writing of the initial scope. Our original scope was based on the earlier PID documentation that only included reconstruction of the pump station housing to relocate the pump station. The structure design of the pump station housing required more complex design than originally anticipated. It also had to be designed to interact with adjacent retaining walls due to the restricted location and accommodation of the future I-10 project. Additional effort includes structural plans, calculations, independent reviews, specifications and estimates.



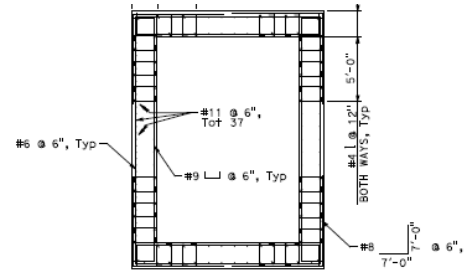


NOTE: For typical reinforcement not shown, see "WET WELL DETAILS No. 2" sheet. Trim typical reinforcement 2" clear of opening.



NOTE: Force main pipes and piles not shown for clarity.

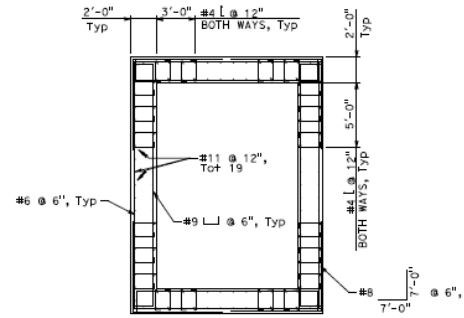
WET WELL ELEVATION



For Information not shown, see SECTION C-C.

SECTION A-A

1/4" = 1'-0"



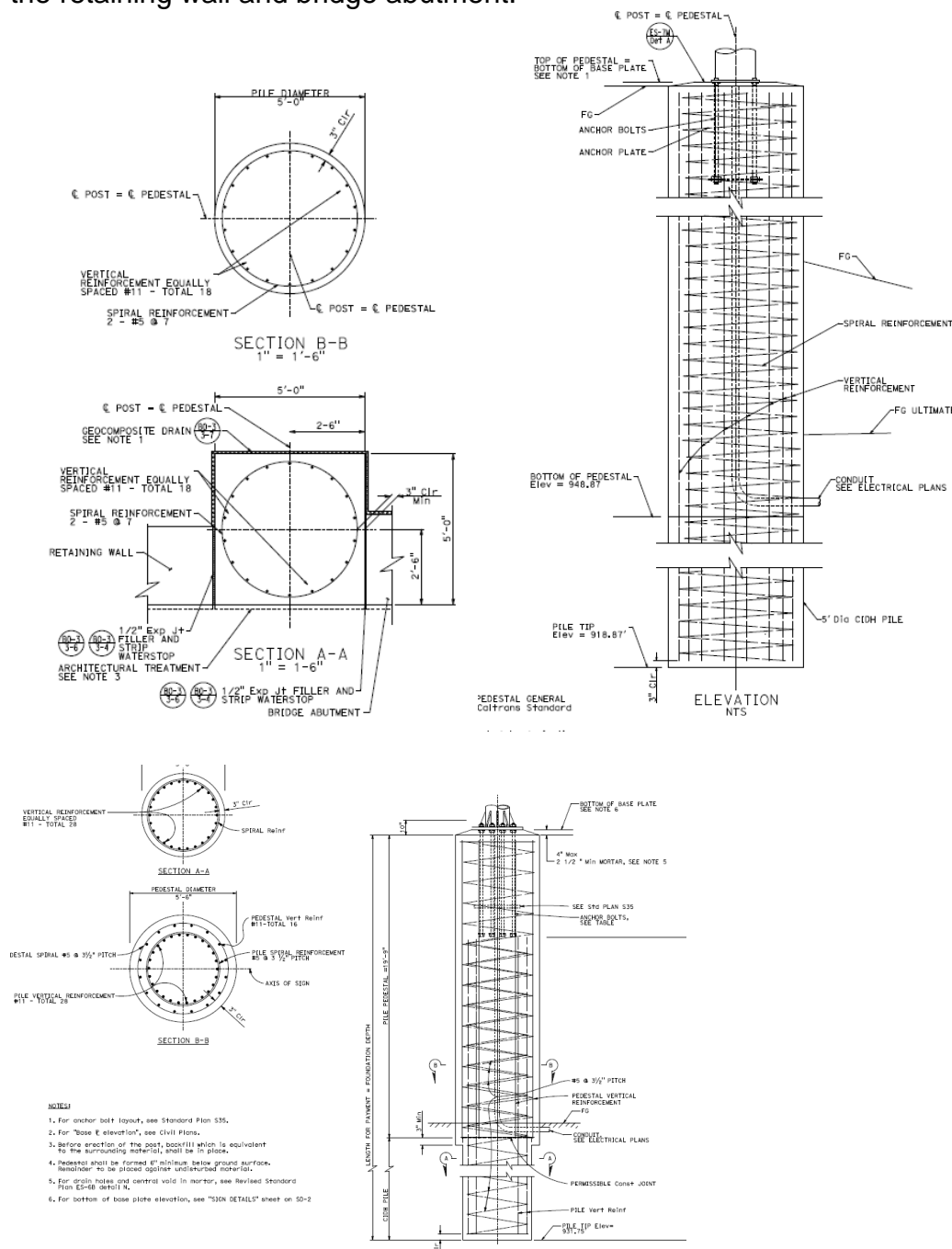
For Information not shown, see SECTION C-C.

SECTION B-B

1/4" = 1'-0"

5 - Overhead Sign Structure Pedestals and Signal Post Structure Pedestal

The location of the overhead sign structure, as well as a signal post, required special structural design for the pedestals. Because of the restricted location and their proximity along retaining walls, the pedestals required special structural design that interacts with the retaining wall and bridge abutment.



Task 255 PREPARE FINAL PLANS, SPECIFICATIONS & ESTIMATE (PS&E)**255.1 Final PS&E**

CONSULTANT shall address comments received in the Draft PS&E review related to the additional items and incorporate changes as appropriate in the final combined PS&E package.

Assumptions:

- The new retaining wall would be coordinated with the City's bridge project but will be terminated 150-200 feet before the bridge tying to existing grading.
- Temporary swale will be provided around the bridge cone. City of Colton will complete the swale south of the retaining wall as part of the City project.
- City of Colton will revise current UPRR Bridge plans to accommodate the Mt Vernon retaining wall and drainage.
- SWDR calculations will not be updated due to additional City pavement being added to the project. Additional pavement due to City widening will be addressed as part of the city's project water pollution control.

EXHIBIT B-2

Cost/Price Form for Cost Plus Fixed Fee

8.d

Consultant Kimley-Horn and Associates, Inc.

Contract No. 18-1001869-03

Date 8/24/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Principal		0	108.66		\$108.66	\$0.00
Project Manager	Jason Valencia	93	69.24		\$69.24	\$6,439.32
QC/QA	Darren Adrian	0	87.50		\$87.50	\$0.00
Project Engineer Prof II	Frank Hoffmann	204	72.60		\$72.60	\$14,810.40
Sr. Bridge Engineer	Andy Sanford	130	83.18		\$83.18	\$10,813.40
Sr. Professional III		114	74.28	92.10	\$83.19	\$9,483.66
Sr. Professional II		30	65.61	69.83	\$67.72	\$2,031.60
Sr. Professional I		0	57.21	65.36	\$61.29	\$0.00
Professional II		6	47.54	56.96	\$52.25	\$313.50
Professional I		254	38.38	47.30	\$42.84	\$10,881.36
Analyst II		360	34.57	38.30	\$36.44	\$13,118.40
Analyst I		16	30.86	33.93	\$32.40	\$518.40
Sr. Technical Support		0	35.91	47.05	\$41.48	\$0.00
Support Staff		0	22.54	39.63	\$31.09	\$0.00
Sr. Technical Advisor		0	95.09	105.99	\$100.54	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs	\$ 68,410.04
b) Anticipated Salary Increases (see page 2 for sample)	\$ 8,584.49
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 76,994.53

Fringe Benefits

d) Fringe Benefits (Rate <u>42.14%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 32,445.49
-------------------------------------------	-------------------------------------------	--------------

Indirect Costs

f) Overhead (Rate <u>0.51%</u> %)	g) Overhead [(c)x (f)]	\$ 392.67
h) General and Administrative (Rate <u>154.88%</u> %)	i) Gen & Admin [(c) x (h)]	\$ 119,249.13
	j) Total Indirect Costs [(g)+(i)]	\$ 119,641.80

Fixed Fee (Profit)

n) (Rate <u>9.00%</u> %)	k) Fixed fee [(c) + (e) + (i)] x (n)	\$ 20,582.02
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Total Loaded Labor Costs

249,663.84

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	
m) Reproduction	\$	
n) Title Reports	\$	
o) Subconsultant Costs (Arellano)	\$	-
p) Subconsultant Costs (EPIC)	\$	-
q) Subconsultant Costs (Fehr & Peers)	\$	-
r) Subconsultant Costs (Geocon)	\$	14,075.70
s) Subconsultant Costs (ICF)	\$	-
t) Subconsultant Costs (Guida)	\$	-
u) Subconsultant Costs (TYLIN)	\$	-
v) Subconsultant Costs (VMS)	\$	-
p) Total Other Direct Costs [(l) + (m) + (n) + (o) +(p) + (q) + (r) + (s) =(t)]	\$	14,075.70
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	263,739.54

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: 18-1001869-03_ Exhibit B-2_ Cost Proposal (10039 : I-10 Mount Vernon - Amendment No. 3 to Contract No. 18-1001869 with Kimley-

Consultant Kimley-Horn and Associates, Inc. Contract No. 18-1001869-03 Date 8/24/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 68,410.04 /	1207 =	\$ 56.68	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate	Proposed Escalation				
Year 1	\$ 56.68	+	3%	=	\$ 58.38	Year 2 Avg Hourly Rate
Year 2	\$ 58.38	+	3%	=	\$ 60.13	Year 3 Avg Hourly Rate
Year 3	\$ 60.13	+	3%	=	\$ 61.93	Year 4 Avg Hourly Rate
Year 4	\$ 61.93	+	3%	=	\$ 63.79	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	0.0%	1207	0.0	Estimated Hours Year 1
Year 2	0.0%	1207	0.0	Estimated Hours Year 2
Year 3	0.0%	1207	0.0	Estimated Hours Year 3
Year 4	0.0%	1207	0.0	Estimated Hours Year 4
Year 5	100.0%	1207	1207.0	Estimated Hours Year 5
Total	100.0%	Total	1207	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 56.68	0.0	-	Estimated Hours Year 1
Year 2	\$ 58.38	0.0	-	Estimated Hours Year 2
Year 3	\$ 60.13	0.0	-	Estimated Hours Year 3
Year 4	\$ 61.93	0.0	-	Estimated Hours Year 4
Year 5	\$ 63.79	1207.0	76,994.53	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 76,994.53	
Direct Labor Subtotal before Escalation =			\$ 68,410.04	
Estimated Total of Direct Labor Salary Increase =			\$ 8,584.49	Transferred to page 1

Year 1 = through 6/30/18 Year 2 + 7/1/18 to 6/30/19 Year 3 = 7/1/19 to 6/30/20 Year 4 = 7/1/20 to 6/30/21 Year 5 = 7/1/21 to 6/30/22

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section 5.1.
- Estimated yearly percent completed from resource loaded schedule

Contract: 18-1001869-03			Date: 8/24/2023											
Detail Sheet														
Task Description			Consultant											
			Kimley-Horn and Associates, Inc.											
A	B	C	D	E	G	H	I	J	L	M	N	O	AI	
Row	WBS Number	Drawing or Item of Work - Titles	Principal	Project Manager	Project Engineer Prof II	Sr. Bridge Engineer	Sr. Professional III	Sr. Professional II	Professional II	Professional I	Analyst II	Analyst I	Total Hours	
1	2.100.10	Project Management												
2	2.100.10	Project Management												
3	2.100.10-1	Coordination and Meetings		30.0	30.0				6.0	4.0	10.0	16.0	96.0	
4	2.100.10-2	Administration												
5	2.100.10-3	Project Schedule												
6	2.100.10-4	Presentations												
7														
136	3.23	PREPARE DRAFT PLANS, SPECIFICATIONS & ESTIMATE (PS&E)												
137		95% Retaining Wall												
138		Retaining Wall Sheets		2.0	12.0						16.0		30.0	
139		Grading			20.0								20.0	
140		Update Layout, Typical Section		2.0	6.0						20.0		28.0	
141		Construction Details-Barriers			4.0						24.0		28.0	
142		Structure Design-Retaining Wall		2.0	4.0	20.0				36.0			62.0	
143		Structure Design Signal Post				8.0				28.0			36.0	
143		Structure Independent Review				18.0				28.0			46.0	
143		Drainage Analysis		2.0			8.0			16.0			26.0	
144		Drainage Plans		2.0			8.0				14.0		24.0	
145		Update R/W Req Maps		1.0	6.0						13.0		20.0	
146		Signing Striping		2.0	10.0						16.0		28.0	
147		Quantities/Estimates		2.0	6.0						20.0		28.0	
148		City Project Coordination												
149		Incorporate City Improvements		4.0	6.0						20.0		30.0	
150		Final Geotechnical Design Report/Log of Test Boring Plans update Soil profile		2.0	4.0						10.0		16.0	
151		Electrical			6.0						9.0		15.0	
152		Landscape/Irrigation-aesthetic coor					6.0				12.0		18.0	
153		Final Retaining Wall Plans		8.0	18.0	18.0	4.0			36.0	36.0		120.0	
154														
155														
156		Additional Drainage Systems (Mt Vernon, East Valley, I-10		16	20		30	30			30		126.0	
157		Trash Collection (Structural Design)				20				30	40		90.0	
158		Additional Pump Station Drainage/Elec/Mech Desigr												
159		EB Off Ramps		8	28						40		76.0	
160		Pump station Housing Structure		8	18	40	46			50	30		192.0	
161		Sign Pedestal and Signal Pedestal Foundatior		2	6	6	12			26			52.0	
164		Final Drainage, Trash Collection, Pump Station, EB Off, Sign Pedesta												
165														
196	3.27	Design Services Construction Support												
197	3.295	Accept Contract/Prepare Final Construction Estimate and Final Repor												
198	4.2	Utility Relocation												
199	4.22	Right of Way Engineering												
200														
Total Hours				93.0	204.0	130.0	114.0	30.0	6.0	254.0	360.0	16.0	1,207.0	

Consultant Geocon West, Inc.Contract No. 18-1001869-03Date 8/24/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Senior Engineer/Geologist	Berliner, Kasman, Adams, Kirkga	16	50.50	70.00	\$60.25	\$964.00
Senior Project Engineer/Geologist	Robinson, Morales, Derkalousdz	0	40.50	47.75	\$44.13	\$0.00
Project Engineer/Geologist	Zen, Strane, Shoashekan	60	30.00	37.50	\$33.75	\$2,025.00
Senior Staff Engineer/Geologist	La, Panoy	14	25.00	28.00	\$26.50	\$371.00
Drafting/Word Processing	Diaz, Humpphrey, Labajo	6	18.00	22.00	\$20.00	\$120.00
Project Engineer/Geologist (PW)	*Shoashekan	15			\$50.43	\$756.45

Labor Costs

a)	Subtotal Direct Labor Costs	\$	4,236.45
b)	Anticipated Salary Increases (see page 2 for sample)	\$	268.10
	c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	4,504.55

Fringe Benefits

d)	Fringe Benefits (Rate <u>38.61%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	1,739.21
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Indirect Costs

f)	Overhead (Rate <u>71.00%</u> %)	g) Overhead [(c)x (f)]	\$	<u>3,198.23</u>
h)	General and Administrative (Rate <u>84.98%</u> %)	i) Gen & Admin [(c) x (h)]	\$	<u>3,827.97</u>
		j) Total Indirect Costs [(g)+(i)]	\$	7,026.20

Fixed Fee (Profit)

n)	(Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (i)] x (n)		805.74
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Total Loaded Labor Costs

14,075.70

Other Direct Costs (ODC)

l)	Additional Equipment and Supplies	\$	
m)	Additional Geotechnical Subcontractor Costs	\$	
n)	Additional Laboratory Testing	\$	

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o) +(p) + (q) + (r) + (s) =(t)]

\$ -

Total cost [(c) + (e) + (j) + (k) + (p)]

14,075.70

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Contract: 18-1001869-03								
Detail Sheet								
Task Description								
0								
A	B	C	AI	AI1	AJ	AK	AL	AM
Row	WBS Number	Drawing or Item of Work - Titles			197.53%	9.00%		
			Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost
1	2.100.10	Project Management	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
2	2.100.10	Project Management	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
3	2.100.10-1	Coordination and Meetings	96.0	\$ 5,622.86	\$ 11,106.84	\$ 1,505.67	\$ 18,235.37	\$ 20,520.74
4	2.100.10-2	Administration	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
5	2.100.10-3	Project Schedule	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
6	2.100.10-4	Presentations	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
136	3.23	PREPARE DRAFT PLANS, SPECIFICATIONS & ESTIMATE (PS&E)	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
137		95% Retaining Wall	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
138		Retaining Wall Sheets	30.0	\$ 1,592.72	\$ 3,146.10	\$ 426.49	\$ 5,165.31	\$ 5,812.66
139		Grading	20.0	\$ 1,452.00	\$ 2,868.14	\$ 388.81	\$ 4,708.95	\$ 5,299.10
140		Update Layout, Typical Section	28.0	\$ 1,302.88	\$ 2,573.58	\$ 348.88	\$ 4,225.34	\$ 4,754.89
141		Construction Details-Barriers	28.0	\$ 1,164.96	\$ 2,301.15	\$ 311.95	\$ 3,778.05	\$ 4,251.55
142		Structure Design-Retaining Wall	62.0	\$ 3,634.72	\$ 7,179.66	\$ 973.29	\$ 11,787.68	\$ 13,264.98
143		Structure Design Signal Post	36.0	\$ 1,864.96	\$ 3,683.86	\$ 499.39	\$ 6,048.21	\$ 6,806.21
144		Structure Independent Review	46.0	\$ 2,696.76	\$ 5,326.91	\$ 722.13	\$ 8,745.80	\$ 9,841.88
145		Drainage Analysis	26.0	\$ 1,489.44	\$ 2,942.09	\$ 398.84	\$ 4,830.37	\$ 5,435.74
146		Drainage Plans	24.0	\$ 1,314.16	\$ 2,595.86	\$ 351.90	\$ 4,261.92	\$ 4,796.05
147		Update R/W Req Maps	20.0	\$ 978.56	\$ 1,932.95	\$ 262.04	\$ 3,173.55	\$ 3,571.27
148		Signing Striping	28.0	\$ 1,447.52	\$ 2,859.29	\$ 387.61	\$ 4,694.42	\$ 5,282.75
149		Quanties/Estimates	28.0	\$ 1,302.88	\$ 2,573.58	\$ 348.88	\$ 4,225.34	\$ 4,754.89
150		City Project Coordination	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
151		Incorporate City Improvements	30.0	\$ 1,441.36	\$ 2,847.12	\$ 385.96	\$ 4,674.44	\$ 5,260.27
152		Final Geotechnical Design Report/Log of Test Boring Plans update Soil profile	16.0	\$ 793.28	\$ 1,566.97	\$ 212.42	\$ 2,572.67	\$ 2,895.09
153		Electrical	15.0	\$ 763.56	\$ 1,508.26	\$ 204.46	\$ 2,476.28	\$ 2,786.63
154		Landscape/Irrigation-aesthetic coor	18.0	\$ 936.42	\$ 1,849.71	\$ 250.75	\$ 3,036.88	\$ 3,417.48
155		Final Retaining Wall Plans	120.0	\$ 6,544.80	\$ 12,927.94	\$ 1,752.55	\$ 21,225.29	\$ 23,885.38
156			0.0	\$ -	\$ -	\$ -	\$ -	\$ -
157			0.0	\$ -	\$ -	\$ -	\$ -	\$ -
158		Additional Drainage Systems (Mt Vernon, East Valley, I-10)	126.0	\$ 8,180.34	\$ 16,158.63	\$ 2,190.51	\$ 26,529.47	\$ 29,854.32
159		Trash Collection (Structural Design)	90.0	\$ 4,406.40	\$ 8,703.96	\$ 1,179.93	\$ 14,290.29	\$ 16,081.25
160		Additional Pump Station Drainage/Elec/Mech Design	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
161		EB Off Ramps	76.0	\$ 4,044.32	\$ 7,988.75	\$ 1,082.98	\$ 13,116.04	\$ 14,759.83
162		Pump station Housing Structure	192.0	\$ 12,249.86	\$ 24,197.15	\$ 3,280.23	\$ 39,727.24	\$ 44,706.11
163		Sign Pedestal and Signal Pedestal Foundation	52.0	\$ 3,185.28	\$ 6,291.88	\$ 852.94	\$ 10,330.11	\$ 11,624.74
196	3.27	Design Services Construction Support	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
197	3.295	Accept Contract/Prepare Final Construction Estimate and Final Report	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
198	4.2	Utility Relocation	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
199	4.22	Right of Way Engineering	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
200			0.0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Hours			1,207.0	\$ 68,410.04	\$ 135,130.35	\$ 18,318.64	\$ 221,859.03	\$ 249,663.84

Minute Action

AGENDA ITEM: 9

Date: November 1, 2023

Subject:

Major Projects Status Report through September 2023

Recommendation:

Receive the Major Projects Status Report for the period through September 2023.

Background:

The Major Projects Status Report for the period through September 2023, is a high-level summary of relevant project information. This information is presented to provide schedules, cost, funding, and work descriptions for current active projects being managed by the Project Delivery group. San Bernardino County Transportation Authority (SBCTA) staff would also like to highlight the following activities for this period:

1. Interstate 10 (I-10) Cedar Avenue Interchange Improvement Project:

The I-10 Cedar Avenue Interchange Improvement Project (Project) is the highest priority project in the Measure I 2010-2040 Freeway Interchange Program. Cedar Avenue is a north – south arterial in the unincorporated community of Bloomington and forms a tight diamond interchange with the I-10. This location has been experiencing high levels of traffic congestion resulting in low levels of service. The Project will reconstruct and widen Cedar Avenue and replace the bridge over I-10 and the Union Pacific Railroad. The Project's Plans Specifications, and Estimates were prepared by California Department of Transportation (Caltrans) and approved on April 25, 2022. The Construction and Maintenance Agreement between Union Pacific Railroad and San Bernardino County Department of Public Works, was approved on May 16, 2022 and the Right-of-Way Certification was approved by Caltrans on June 21, 2022. An Invitation for Bids was released on June 30, 2022. The Bid Opening took place on August 17, 2022 and the construction contract was awarded at the October 5, 2022 SBCTA Board of Directors (Board) meeting. Construction began in January 2023 and is anticipated to take approximately two and one-half years to complete. Currently, construction of the I-10 westbound on-ramp and I-10 eastbound on-ramp is ongoing. Bridge construction is anticipated to begin in December 2023. A public outreach program is in place and will be maintained during the construction period.

2. North First Avenue over BNSF Railroad:

This project will replace the existing structurally deficient bridge built in 1930 with a new two lane bridge with standard shoulders, new approaches, an eight foot sidewalk on one side, and will safely accommodate legal trucks and permit vehicles. This \$85 million project in the City of Barstow will provide significant safety improvements for both vehicles and pedestrians. Work has been progressing on this important project and major milestones were achieved during the last quarter. The foundations, columns, and falsework for the bridge were completed. Completion of these elements allows the contractor to proceed with construction of the superstructure. In early September 2023, the bridge stem and soffit concrete was placed for the bridge section over the BNSF railroad tracks; and the team is currently pushing to complete the concrete deck pour for this section before the railroad's fourth quarter shutdown. This project is funded primarily from Federal Highway Bridge Program funds along with other federal grant

Entity: San Bernardino County Transportation Authority

funds, California Public Utilities Commission Section 190 funds, Measure I Arterial Funds, and City of Barstow local funds. Construction began in January 2023 and completion is anticipated in the fall of 2024.

3. Mount Vernon Avenue Viaduct Project:

Located in the City of San Bernardino, this project entails the deconstruction of the existing, structurally deficient bridge over the BNSF Railway mainline tracks, intermodal yard and Metrolink mainline tracks; replacing it with a new wider and longer bridge that meets current design standards. Deconstruction of the existing Mount Vernon Avenue bridge was completed in May 2021. This eliminated a significant safety concern. The project has faced challenges in coordination with BNSF, acquisition of right-of-way (ROW), and Southern California Edison utility relocations. Since the bridge construction will be taking place above the BNSF rail yard and tracks, ROW access is critical. To allow the design-build contractor greater work windows between two adjacent tracks, BNSF is constructing two shoofly tracks to serve as mitigation for track closures during construction. BNSF has committed to completing this work and allowing SBCTA access by January 2024. Metrolink mitigation work was completed in March 2023. An Order of Possession was received from the court on two properties located on the south side of the bridge that were required for the project. At the July 5, 2023 SBCTA Board Meeting, a Resolution of Necessity was adopted to secure the ROW on the north side of the project. At the September 6, 2023 SBCTA Board meeting, the contract for Project Management/Construction Management services was awarded. SBCTA staff is currently working with the contractor to potentially begin some work activities outside of the BNSF ROW. Completion for beneficial use is anticipated in mid-2025. This \$225 million project is funded by a combination of Federal, State and local funds which includes a project contribution from BNSF Railway, the City of San Bernardino Measure I Arterial funds and City of San Bernardino Developer Impact Fees.

Financial Impact:

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

Reviewed By:

This item was received by the Board of Directors Metro Valley Study Session on October 12, 2023.

Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved
Board of Directors
Date: November 1, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 10

Date: November 1, 2023

Subject:

State Route 60 Central Avenue Interchange Project - Amendment No. 6 to Contract No. 15-1001251 for Design Services with AECOM Technical Services, Inc.

Recommendation:

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

- A. Approve an exception to Contracting and Procurement Policy No. 11000, five-year maximum contract term limit for Contract No. 15-1001251 (Legacy Contract No. C14045) with AECOM Technical Services, Inc. (AECOM).
- B. Approve Amendment No. 6 to Contract No. 15-1001251 (Legacy Contract No. C14045) with AECOM to extend the expiration date to February 28, 2025 which will be approximately four years and 10 months beyond the five-year contract maximum term.

Background:

The State Route 60 (SR 60) Central Avenue Interchange Project (Project) is widening the Central Avenue Bridge over SR 60, widening both westbound and eastbound on-ramps, and improving both ramp intersections. The Project will improve local street circulation, facilitate freeway access for the City of Chino (City), and improve regional mobility. San Bernardino County Transportation Authority (SBCTA) and the City executed Cooperative Agreement No. R14050 in July 2014, whereby SBCTA would be the lead agency for all Project phases. Since then, the Project has progressed through the Project Initiation Document phase and Environmental and Preliminary Design phase. Currently, the Project is in the final stages of construction and the start of the one-year Plant Establishment period. The Plant Establishment period is scheduled to be complete in October of 2024.

On April 25, 2015, SBCTA retained the services of AECOM Technical Services, Inc., (AECOM) under Professional Services Contract No. 15-1001251 (Legacy Contract No. C14045), to perform Environmental and Design Services and deliver the Project through final design. The scope of work under Contract No. 15-1001251 included preparation of the Project Study Report (PSR) in the Project Initiation Document phase, environmental studies and preliminary design under the Project Approval and Environmental Document (PA/ED) phase, final design under the Plans, Specifications, and Estimates (PS&E) phase, and right-of-way and construction design support. Project initiation work began in May 2015 to prepare the PSR. Amendments No. 1 and No. 2 were executed in September 2018 and December 2018, respectively, in order to address changes to the scope of the Project resulting from refinements as it progressed through preliminary design. Amendment No. 3 was executed in December 2019 to extend the performance period date through April 30, 2020 to allow the Project to progress through the end of the final design phase and to allow support during advertisement of the Project. Amendment No. 4 was executed in February 2020 to address further changes to the scope of the Project arising during the final design stages and to extend the performance period through construction, and Amendment No. 5 was approved in June 2022 to increase the contract budget for additional design construction support work and to extend the contract termination date through December 31, 2023.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

November 1, 2023

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Work on the interchange has proceeded accordingly; however, the Project has experienced delays during construction. These delays are related to multiple factors including work flow changes due to unanticipated conflicts with an ongoing California Department of Transportation project that is also within the Project's work area, material shortages including concrete in early 2022, and a large number of non-working rain days due to an unusual amount of rain experienced in late 2022 and the first half of 2023. Staff is requesting an exception to SBCTA Contracting and Procurement Policy No. 11000, under Section IV.B.4 (standard requirements) which says, "Unless otherwise authorized by the Board, the maximum term for Contracts or Purchase Orders shall be five years." Staff is recommending approval of an additional 14-month time extension to February 28, 2025, to allow AECOM additional time to support construction of the Project through completion of the interchange construction, support during the Plant Establishment period, and to prepare the as-built plans for the Project. This amendment is for a time extension only and does not have a cost component. To date, AECOM's qualifications and performance, support processing this amendment through Project completion. This amendment complies with Contracting and Procurement Policy No. 11000, V.C.3.c, and V.C.3.d.iii as AECOM is the best firm positioned to perform this work due to their unique knowledge of the Project.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget under Task No. 0830 Interchange Projects, Sub-Task No. 0893 SR 60 Central Avenue Interchange.

Reviewed By:

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 12, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Paul Melocoton, Project Manager

Approved
Board of Directors
Date: November 1, 2023

Witnessed By:

General Contract Information

Contract No: 15-1001251 Amendment No.: 6

Contract Class: Payable Department: Project Delivery

Vendor No.: 00091 Vendor Name: AECOM Technical Services, Inc.

Description: SR-60 Central Avenue Interchange Professional Services Contract for Design Services

List Any Related Contract Nos.: 15-1001091

Dollar Amount							
Original Contract		\$	2,012,549.64	Original Contingency		\$	201,255.00
Prior Amendments		\$	739,011.37	Prior Amendments		\$	-
Prior Contingency Released		\$	197,019.00	Prior Contingency Released (-)		\$	(197,019.00)
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	2,948,580.01	Total Contingency Value		\$	4,236.00
	Total Dollar Authority (Contract Value and Contingency)					\$	2,952,816.01

Contract Authorization

Board of Directors Date: 11/01/2023 Board Item # 10043

Contract Management (Internal Purposes Only)

Other Contracts Local Sole Source? No No Budget Adjustment Monthly

Accounts Payable												
Estimated Start Date:		04/06/2015			Expiration Date:		12/31/2023		Revised Expiration Date:		02/28/2025	
NHS:		Yes		QMP/QAP:		N/A		Prevailing Wage:		No		
						Total Contract Funding:			Total Contingency:			
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	2,948,580.01	\$	4,236.00	
GL:	4120	40	0830	0893	52005	41100000	3	MSI Interchange	1,214,814.96		1,745.23	
GL:	6010	40	0830	0893	52005	42405002	3	City of Chino	1,733,765.05		2,490.77	
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AMENDMENT NO. 6 TO CONTRACT NO. C14045

FOR

PROFESSIONAL SERVICES FOR PROJECT INITIATION DOCUMENTS, PROJECT REPORT & ENVIRONMENTAL DOCUMENT, AND PLANS, SPECIFICATIONS & ESTIMATES FOR THE STATE ROUTE 60 CENTRAL AVENUE INTERCHANGE PROJECT

(AECOM TECHNICAL SERVICES, INC.)

This AMENDMENT No. 6 to Contract No. C14045 is made by and between AECOM Technical Services, Inc. ("CONSULTANT") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and CONSULTANT are each a "Party" and collectively the "Parties" herein.

RECITALS:

- A. SBCTA, under Contract No. C14045 ("Contract"), engaged the services of CONSULTANT to provide professional services for preliminary engineering, environmental services, and preparation of plans, specifications, and estimates for the State Route (SR) 60 Central Avenue Interchange Project ("Project").
- B. On April 16, 2018, Project contingency in the amount of \$174,795.00 was authorized to allow CONSULTANT to develop landscape concepts, prepare material reports and geotechnical reports for proposed retaining walls due to addition of a third lane on both on-ramps, and address new changes to the California Department of Transportation (Caltrans) Ramp Metering Design Guidelines and Highway Design Manual.
- C. On August 16, 2018, Project contingency in the amount of \$22,224.00 was authorized to allow CONSULTANT to prepare final plans and specifications for a seismic retrofit of the existing bridge columns of the SR-60/Central Avenue Bridge.
- D. On September 12, 2018, the Parties entered into Amendment No. 1 to Contract to modify the subconsultant insurance provisions and increasing the contract price by \$99,906.00 for unanticipated work related to the addition of High Occupancy Vehicle (HOV) by-pass lanes for the Project.
- E. On December 5, 2018, the Parties entered into Amendment No. 2 to Contract increasing the contract price by \$244,741.62 to allow incorporation of additional design features in the final plans and specifications.
- F. In December 2019, the Parties entered into Amendment No. 3 to Contract extending its termination date from December 31, 2019 to April 30, 2020.
- G. In February 2020, the Parties entered into Amendment No. 4 to Contract to incorporate additional work and budget authorized pursuant to release of contingency in the amount of \$194,019.00 and added new design elements into the scope of work and increasing budget for new design elements totaling \$299,363.75.

- H. In June 2022, the Parties entered into Amendment No. 5 to Contract to increase the contract total by \$95,000 to allow work to supplement the design support during construction budget and extend contract termination date from June 30, 2022 through December 31, 2023.
- I. Now the Parties desire to enter into Amendment No. 6 to extend contract termination date from December 31, 2023 through February 28, 2025.

NOW THEREFORE, the Parties agree to amend Contract No. C14045 as follows:

1. Section 4.1 is amended as follows:

“This Contract shall go into effect on April 1, 2015; contingent upon approval of SBCTA’s Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SBCTA’s Procurement Analyst. The Contract shall end on February 28, 2025, unless extended by written amendment.”

2. The Recitals set forth above are incorporated herein by this reference.
3. Except as amended by this Amendment No. 6, all other provisions of the Contract, and amendments thereto, shall remain in full force and effect.
4. This Amendment No. 6 is effective on the date executed by SBCTA.

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

IN WITNESS WHEREOF, the authorized parties have signed below.

AECOM TECHNICAL SERVICES, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Jeff G. Chapman
Vice President

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

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Juanda L. Daniel
Assitant General Counsel

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Minute Action

AGENDA ITEM: 11

Date: November 1, 2023

Subject:

Update on the Measure I Valley Freeway Interchange Phasing Program

Recommendation:

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

- A. Receive a report on the status of the Measure I Valley Freeway Interchange Program.
- B. Authorize staff to issue a Request for Information to Valley jurisdictions regarding interchange phasing projects that could be in the pipeline, to be followed by a recommendation to the SBCTA Board of Directors on how to use the funding remaining in the Interchange Phasing Program.

Background:

The Measure I Valley Freeway Interchange Program has been very successful at delivering projects that produce direct congestion relief benefits to the residents and businesses of the San Bernardino Valley. The following represent interchange projects that have been constructed with Measure I 2010-2040 funding and/or other funding that could be used as “public share.” Each of the interchanges also required a development-based share or “local share.”

- Interstate 10 (I-10)/Live Oak Canyon Road
- I-10/University Avenue
- I-10/Alabama Street
- I-10/Tippecanoe Avenue/Anderson Street
- I-10/Riverside Avenue Phase 1
- I-10/Pepper Avenue
- I-10/Citrus Avenue
- I-10/Cherry Avenue
- Interstate 15 (I-15)/Base Line Road
- I-15/Duncan Canyon Road
- I-15/Sierra Avenue ramp signals
- State Route (SR)60/Archibald Avenue
- SR 60/Euclid Avenue westbound off-ramp
- SR 210/Base Line Street

In addition, the following are under construction or in design:

- I-10/Mount Vernon Avenue
- I-10/Riverside Phase 2
- I-10/Cedar Avenue
- I-10/Euclid Avenue
- I-10/Monte Vista Avenue
- I-10/Vineyard Avenue
- SR 60/Central Avenue
- I-215/University Parkway

In other words, the 11 percent of Valley Measure I revenue dedicated to the Freeway Interchange Program has already had a beneficial impact on 22 of the 36 interchanges listed in the Measure I Expenditure Plan and the accompanying Strategic Plan.

The Interchange Phasing Program

In December 2016, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved an Interchange Phasing Program for the Measure I Valley Freeway Interchange Program (Program), resulting from the Board's direction to re-examine the San Bernardino Valley interchange priority list and evaluate lower-cost phased improvements to stretch resources to an even greater number of interchanges. The 2017 update to the 10-Year Delivery Plan included a \$40 million reserve for the newly adopted Phasing Program. The 2019 and 2021 updates continued to include funding for the Program.

The structure of the Phasing Program is that specific allocation requests from local jurisdictions are brought to the Board for approval, consistent with Policy No. 40005/VFI-36, on a "first-come/first-served" basis. The policy limits the cost of the phased improvements to \$10 million per interchange, with the local share being determined by the table on interchange "fair shares" in the SBCTA Development Mitigation Nexus Study.

Since its adoption, the Phasing Program has prompted action on several interchanges for phased improvements. As identified in Section 4.3.4 of the 2021 update to the 10-Year Delivery Plan, three projects have been initiated to date: I-10/Wildwood Canyon Interchange in the City of Yucaipa, SR 210/Waterman Avenue Interchange in the City of San Bernardino, and SR 210/5th Street Interchange in the City of Highland. The 10-Year Delivery Plan states that SBCTA expects to allocate more of the interchange phasing funding in the future; however, the magnitude of the Freeway Interchange Program being delivered over the next five years could require delays to further commitments for the Phasing Program. In addition, the California Department of Transportation (Caltrans) State Highway Operations and Protection Program (SHOPP) and Minor Projects Program have also helped to fill funding gaps for other phased interchange improvements, such as improvements to selected ramps at I-10/Mountain View Avenue and I-10/California Street.

As we approach the halfway point in Measure I 2010-2040, staff is presenting the status of the Phasing Program to the Board for further direction. Staff has no knowledge of other potential Phasing Program requests or projects local jurisdictions may have in the pipeline. Out of the \$40 million being reserved for the phasing projects, \$15 million can be considered as committed funding. This would include Waterman Avenue at SR 210 (\$4.5 million), 5th Street at SR 210 (\$5.6 million), and Wildwood Canyon Road at I-10 (capped at \$5 million). If it seems that future demand for funding under the Phasing Program will be limited or non-existent, other plans for some of the remaining funding could be made for interchange projects outside the Phasing Program.

To determine the potential extent of additional phased projects, staff is requesting authorization to issue a "request for information" to Valley jurisdictions regarding interchange phasing projects that are in the pipeline. This would be structured as a final solicitation of interest for projects that are on the phasing list (not just any interchange). The request would go to

City Managers in the Valley, County Administration, and local Valley representatives of the Transportation Technical Advisory Committee. An ample amount of time would be provided to the jurisdictions to determine whether one or more such projects could be forthcoming and the potential timeline and cost. Following the receipt of responses, staff would bring back to the Board a set of options for using that funding to foster other interchange project development, or it could be used to reduce potential future borrowing needs for the overall Freeway Interchange Program. The list of eligible projects under the Interchange Phasing Program is shown in Table 1.

Table 1. List of Interchanges in the Phasing Program

INTERCHANGE PHASING PROGRAM (in alphabetical order)	
INTERCHANGE	PHASE IMPROVEMENT
I-10/California	Widen eastbound off-ramp
I-10/Euclid	Median southbound left turn (& restripe eastbound off-ramp)
I-10/Mountain View-A	Add side-by-side single left turn lanes
I-10/Mountain View-B	Widen eastbound off-ramp
I-10/Wildwood*	Construct partial interchange, remove rest stop
I-215/Palm-A	Widen northbound right turn ramp
I-215/Palm-B	Add westbound left turn pocket
SR-210/5th-A*	Widen northbound off-ramp
SR-210/5th-B*	Improve westbound between northbound & southbound intersections
SR-210/Del Rosa-A	Dual northbound left turn & widen westbound on-ramp & widen Del Rosa between Date & eastbound ramps
SR-210/Del Rosa-B	Widen eastbound off-ramp
SR-210/Waterman-A*	Add right turn to eastbound off-ramp
SR-210/Waterman-B*	Add 2 nd southbound right turn on Waterman approaching 30 th
SR-210/Waterman-C*	Restripe southbound at eastbound ramp & widen eastbound ramp
SR-60/Euclid-A	Widen eastbound off-ramp
SR-60/Euclid-B	Add northbound dual left turn at westbound ramps & northbound thru lane at eastbound ramps
SR-60/Euclid-C	Add southbound dual left turn at eastbound ramps
SR-60/Grove-A	Widen eastbound off-ramp
SR-60/Grove-B	Widen westbound off-ramp
SR-60/Grove-C	Northbound & southbound dual left turn lanes
SR-60/Mountain-A	Widen westbound off-ramp
SR-60/Mountain-B	Add southbound right turn lane at westbound ramps
SR-60/Ramona-A	Widen eastbound off-ramp
SR-60/Ramona-B	Add northbound left turn at westbound on-ramp
SR-60/Vineyard-A	Widen eastbound off-ramp
SR-60/Vineyard-B	Widen westbound off-ramp
SR-60/Vineyard-C	Northbound & southbound dual left turns
*Phasing improvements under development	

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

Board of Directors Agenda Item
November 1, 2023
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Reviewed By:

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 12, 2023.

Responsible Staff:

Steve Smith, Director of Planning

Approved
Board of Directors
Date: November 1, 2023

Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 12

Date: November 1, 2023

Subject:

Release of Request for Proposals No. 23-1003018 for On-Call Planning/Council of Governments/Regional Early Action Planning 2.0 Bench

Recommendation:

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

- A. Approve the release of the Request for Proposals No. 23-1003018 for the On-Call Planning, Council of Governments and Regional Early Action Planning (REAP) 2.0 Bench.
- B. Approve a budget amendment to the Fiscal Year 2023/2024 Budget, Task No. 0404, increasing the budget by up to \$18,281,950 to be funded by Southern California Association of Governments REAP 2.0 funds.

Background:

The San Bernardino County Transportation Authority (SBCTA) is the transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a joint powers authority, operates as the San Bernardino Council of Governments (SBCOG). The Planning Department (Department) at SBCTA is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. As the Department carries out its work plans and programs, it sometimes requires transportation and land use planning support. Specific tasks that consultants may be required to perform are described in the scope of work section of the Request for Proposals (RFP). SBCTA/SBCOG seeks qualified firms to assist in these activities related to comprehensive planning at the regional and county levels, including compiling and maintaining planning and monitoring data, supporting ongoing congestion management, travel demand modeling, growth analysis, focused transportation study efforts, sustainability programs, and grant applications.

The success of SBCTA/SBCOG's previous bench can be seen through the numerous deliverables completed that were funded by the first round of the Regional Early Action Planning (REAP) Grants. Jurisdictions across San Bernardino County benefited from technical assistance received directly through the bench, which allowed them to complete critical, state-mandated documents such as the Housing Elements. SBCTA/SBCOG will be receiving an increase in funds awarded by the Southern California Association of Governments (SCAG) for various REAP 2.0 funded programs aimed at accelerating housing production in the region. With an established bench of highly qualified firms, SBCTA/SBCOG can expeditiously execute vital programs and planning work to benefit our jurisdictions.

It is the intention of the Department, subject to approval by SBCTA's awarding authority, to have the selected bench of firms under contract by January 2024. Firms submitting proposals will be evaluated based on qualifications, prior experience with the same or similar type of services identified in the attached Scope of Work, proposed staffing, the firm's understanding of

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

Board of Directors Agenda Item

November 1, 2023

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the needs and requirements of the Department, hourly rates of key personnel, and overall value to SBCTA/SBCOG as identified in this RFP.

The on-call bench will be divided into two components: services for Planning/COG and services for REAP 2.0 programs. In preparation for implementing the more traditional planning and COG support services, the Department will budget \$1,000,000 starting in Fiscal Year (FY) 2023/2024 and will continue to request similar amounts to be allocated for the duration of the five year contract, with two one-year options. The other component of the RFP will focus on selecting consultants to implement programs identified and funded through the REAP 2.0 funds from SCAG/California Housing and Community Development (HCD). It is the intention of staff to select firms with the following expertise: Housing Planning, Active Transportation Planning, Transportation Modeling, Transportation Planning, Sustainability/Environmental Planning, Healthy Communities Planning, General SBCTA/SBCOG Staffing Support, and for REAP 2.0 program implementation. As the State of California continues to pass legislation and mandates related to air quality, environmental justice, Greenhouse Gas (GHG) reduction, Vehicle Miles Traveled (VMT) reduction, and other sustainability rules, it will benefit SBCTA, SBCOG, and member jurisdictions to have consultants available with the range of expertise required to support SBCTA staff and selected projects.

The two on-call services components will use the subsequent Contract Task Orders (CTOs) process to execute a more detailed scope of work associated with Planning/COG and REAP 2.0 projects. For Planning and the COG, CTOs will be issued up to \$1,000,000 per year. For REAP 2.0, CTOs will be issued up to the amount that is awarded by SCAG. See below for the current status of REAP 2.0 awards to SBCTA/SBCOG.

REAP 2.0 Programs	
Awarded:	Amount Awarded:
County Transportation Commission (CTC) Partnership Program VMT Mitigation Bank (\$3,045,000) Multi-Modal Complete Streets Program <ul style="list-style-type: none"> • Fontana (\$993,300) • Ontario (\$750,750) • Rialto (\$606,375) • Upland (\$958,650) • Rancho Cucamonga (\$2,772,000) • Twentynine Palms (\$497,500) 	\$9,564,868
Subregional Partnership Program 2.0 <ul style="list-style-type: none"> • Project 1: Accelerating Housing Element Implementation (\$1,248,951) • Project 2: A Region of Housing Experts – Webinars and Trainings (\$250,000) • Project 3: Best Practices – Templates and Toolkits (\$450,000) • Project 4: Empowering our Communities – Affirmatively Furthering Fair Housing Engagement Programs (\$300,000) 	\$2,367,317

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Sustainable Communities Program - Civic Engagement, Equity & Environmental Justice (SCP CEEJ)	\$294,765
Housing Infill on Public and Private Lands (HIPP) Pilot Program <ul style="list-style-type: none"> Existing Publicly-Owned Lands Inventory and Toolkit (\$450,000) Pilot Project (\$230,000) 	\$720,000
NOFA - Funding for Lasting Affordability/Programs to Accelerate Transformative Housing (PATH)	\$5,000,000

As of October 2023, SBCTA/SBCOG has been awarded four REAP 2.0 grants by SCAG. SBCTA/SBCOG was awarded \$2,367,317 under the Subregional Partnership Program 2.0, \$9,564,868 under the CTC Partnership Program, \$294,765 under the SCP CEEJ, \$720,000 for the HIPP Pilot Program, **and \$5,000,000 NOFA – Funding for Lasting Affordability/Programs to Accelerate Transformative Housing (PATH)**. On July 6, 2023, SCAG’s Regional Council approved funding recommendations for SBCTA/SBCOG’s CTC Partnership Program projects. On October 5, 2023, SCAG’s Regional Council approved funding recommendations for SBCTA/SBCOG’s HIPP Pilot Program projects and SCP CEEJ application. **On November 2, 2023, SCAG’s Regional Council is set to approve the funding recommendations for the SBCTA/SBCOG’s NOFA Program projects.**

On September 7, 2022, the SBCTA Board of Directors (Board) authorized the Executive Director, or his designee, to negotiate and execute future Restricted REAP 2.0 Grant Agreements between SBCTA/SBCOG and SCAG to receive reimbursement grant funding, subject to approval as to form by General Counsel. At this time, SBCTA staff and SCAG staff are working on mutually agreeable funding agreement language. With this item, staff is further requesting authorization to release the RFP for the On-Call Planning, COG and REAP 2.0 Bench, along with a budget amendment to increase the FY 2023/2024 Budget to match the funds to be received through the SCAG REAP 2.0 program.

Financial Impact:

This item requires an amendment to the Fiscal Year 2023/2024 Budget, Task No. 0404, increasing the budget by up to \$18,281,950 to be funded by SCAG REAP 2.0 funds.

Reviewed By:

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 12, 2023. The item was updated to include additional award received from SCAG after the October 12, 2023 Metro Valley Study Session. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft Scope of Work.

Responsible Staff:

Josh Lee, Deputy Director of Planning

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Approved
Board of Directors
Date: November 1, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

ATTACHMENT A SCOPE OF WORK

A COST PROPOSAL SHALL BE SUBMITTED PER EACH “PROGRAM” FIRMS ARE INTERESTED IN PROPOSING FOR.

The **San Bernardino County Transportation Authority (SBCTA)** is the countywide transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a joint powers authority, operates as the **San Bernardino Council of Governments (SBCOG)**. SBCTA/SBCOG serves over 2.1 million residents of San Bernardino County; SBCTA/SBCOG has as its membership the County of San Bernardino and all cities/towns within the county: 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, Upland, Victorville, Yucaipa, and Yucca Valley. (25 Jurisdictions total)

The Planning Department at SBCTA/SBCOG is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. Examples include the Countywide Transportation Plan, Measure I Strategic Plan, Long Range Multimodal Transportation Plan, Corridor-level and subarea-level plans, and other modal plans. (e.g., the Active Transportation Plan) These are developed through collaborative activities within and outside SBCTA/SBCOG involving comprehensive planning at the regional and county levels, compiling and maintaining planning and monitoring data, supporting ongoing congestion management, travel demand modeling, growth analysis, focused transportation study efforts, sustainability and energy programs, developing housing strategies, and managing grant applications.

The goal of the department is to: Improve mobility, safety, equity, and environmental quality by developing and coordinating plans to support SBCTA and SBCOG programs, as well as updates and amendments to the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) with the Southern California Association of Governments (SCAG), and mobile source components of air quality plans to meet State and Federal requirements.

The department also develops and coordinates countywide input on updates, revisions, refinement, policies, and other issues associated with regional plans for congested corridors, freight, passenger rail and transit, active transportation, air quality, housing, equity, Greenhouse Gas (GHG) and Vehicle Miles Travelled (VMT) Reduction, climate adaptation and resiliency strategies, and preparation of subregional travel demand forecasts. In addition, SBCTA/SBCOG reviews and provides comments on State-level plans and programs.

For further details on some of the sustainability-related efforts of the SBCTA Planning Department, refer to the attached SBCTA and SBCOG Sustainability Initiatives Fact Sheet or see the Regional and Subregional Planning section at the following link to SBCTA’s current and past budget documents: <https://www.gosbcta.com/financial/>

As the Planning Department carries out its work plans and programs, the department sometimes requires transportation, land use, sustainability, outreach, and environmental planning support. Specific tasks that consultants may be required to perform are described below. This list is not intended to be inclusive, but represents the list of potential work items for which services may be requested from various consultants. Further details are provided below.

Description of Consultant Expertise and Hourly Rates on Program Categories

For purposes of submittal on this procurement, SBCTA requests that information be provided based on the firm's expertise with various tasks listed below and that consultant staff hourly rates be provided. Since the list of tasks in each program is, in many instances, conceptual, SBCTA is not requesting scopes of work be submitted for each task, but rather, a description of how the firm is equipped to provide support for specific tasks under each program. This will be evaluated based on both the firm's experience and personnel. **The consultant is not required to address every program task listed below but only to respond to the relevant program tasks in which the consultant has expertise. Although not prohibited, the opportunity for partnering with other firms through a sub-agreement will be more relevant during the Contract Task Order (CTO) process, where the selected firms will be competing on an actual funded project under each of the categories.** These descriptions are for work that SBCTA/SBCOG anticipates consultants could be asked to provide for the duration of the contract. It is important to note that these tasks are not actual proposed projects.

1) Active Transportation Program

- Assist SBCTA staff with the management of the State's Active Transportation Program (ATP)
 - Attend and comment on guidelines development workshops and updates representing SBCTA/SBCOG
 - Follow SCAG's determination of the regional MPO share of the ATP funding
 - Manage SBCTA-awarded projects under the ATP (Planning, Infrastructure, and Non-Infrastructure Projects), SCAG grants, or Caltrans grants
 - Manage project invoicing and schedule for SBCTA ATP Projects
 - Assist with technical elements of the ATP grant applications
- Assist SBCTA staff with management of the Transportation Development Act (TDA) Article 3 Program (SBCTA-managed active transportation grant funding)
- Analyze future active transportation funding opportunities for SBCTA and the member jurisdictions
- Support GIS staff with the development and management of the SBCTA Active Transportation web portal - Assist with dynamic data story 'Active San Bernardino Data'
- Assist with improving the process of outreach and engagement (CBOs, Jurisdictions, and other agencies)
- Support Implementation of San Bernardino County Active Transportation Plan (SBCATP, formerly known as Non-Motorized Transportation Plan (NMTP))
- Provide technical/engineering support to SBCTA staff and the member jurisdictions, including data collection and analysis of existing data (could involve bike/pedestrian volume data collection)
- Implementation of Countywide Comprehensive Sidewalk Inventory Project for better pedestrian planning and implementation
- Redlands Passenger Rail Project (RPRP) Accessibility (first mile/last mile plan)
- Implementation of SBCTA/SBCOG feasibility and prioritization study of existing proposed active transportation (AT) projects throughout San Bernardino County
 - Assist with project design and environmental permitting
 - Assist with cost estimate updates
 - Assist with outreach
 - Assist with the grant application
- Safe Routes to School Program Implementation and other Non-Infrastructure (NI) ATP projects
 - Assist/review with data collection (evaluation), enforcement, education, and encouragement efforts
 - Assist SBCTA staff with future funding search efforts/submit award applications on the program
 - Assist SBCTA staff with managing the Countywide SRTS programs

- Capital Improvement Plan (CIP) List / SBCTA Infrastructure Project Active Transportation Consistency Review

Note: The consultant may be asked to attend outside meetings representing SBCTA and, at times, may be asked to provide input and draft comments reflecting the positions of the agency. Most of the requested assistance would be related to project management of grant-funded projects, which includes invoicing, producing progress reports, providing input on draft plans, and assisting with data analysis. If SBCTA is successful in securing future funding for active transportation infrastructure, the consultants could be asked to manage the project from the pre-construction phase to the management of the construction phase for the less complex projects in coordination with local jurisdictions. Project management could also include the environmental phase of the project but will not include design, right-of-way acquisition, or the actual construction of the project.

2) Transportation Modeling

- San Bernardino Transportation Analysis Model (SBTAM)
 - Provide forecasts requested by local jurisdictions or other consultants preparing traffic studies and Environmental Impact Reports (EIRs)
 - Provide socio-economic data to support travel demand forecasts
 - General SBTAM Support
 - Troubleshooting modeling errors
 - SBTAM enhancements via new scripts/interfaces
 - Modeling analysis support
 - Troubleshoot updated SBTAM Model
 - SBTAM Transit Calibration Refinement
 - Staff training and assistance
 - Troubleshoot updated SBTAM Truck Model
 - SBTAM Model runs on various project/development scenarios
 - Incorporation of new SBTAM Plus project updates
 - Analysis and incorporation of Big Data and other Location-Based Services (LBS) data
 - Technical assistance related to incorporation of future Artificial Intelligence (AI) in transportation modelling

3) Transportation Planning

- Countywide Long Range Transportation Plan (LRTP)
 - Assist SBCTA staff with the compilation of the documents
 - Assist SBCTA with coordination and outreach
 - Provide technical support to SBCTA staff
- Implementation of Action Plans and other Implementation Plans like the Customer Focused, Technology-Enabled Multi-Modalism Action Plan (see link at: <http://www.gosbcta.com/plans-projects/plans-rideshare-transit.html>)
 - Assist with the implementation of the action items in the plan
 - Assist SBCTA staff (mobility managers) with stakeholder coordination (Metrolink, San Bernardino County Transit Providers, and various SBCTA departments)
- Provide technical assistance on various transit related projects and activities
- Assist with implementation of transportation demand management strategies associated various transportation modes
- Assist with first/last mile strategy implementation related to transit/micro transit
- Assist with navigating through various new transit related technologies
- SBCTA Safe Routes to School Program support (Provide technical support on all 6 E's of the SRTS Program (Engineering, Evaluation, Education, Encouragement, Enforcement, and Equity) on an as-needed basis)

- Draft/Process/Execute any necessary MOUs, contracts, or agreements with any outside entities through the SBCTA Board, Committee, and/or Executive Director approval as directed by the project manager
- Assist with project management of various programs at SBCTA/SBCOG.
- Assist with project control elements of various SBCTA/SBCOG programs
- Assist with contract/procurement process involved with SBCTA/SBCOG programs
- Assist with project reporting requirements with SBCTA/SBCOG programs
- Assist with administrative work related to SBCTA/SBCOG involved programs
- Assist with SBCTA/SBCOG contracting and agreement process
- Provide project staff support for various SBCTA managed grant programs
- Transportation Development Act (TDA) Article program management
 - Assist SBCTA staff with call-for-projects process
 - Assist SBCTA staff with managing program invoicing and tracking
 - Assist SBCTA staff with communication and outreach to member agencies
- Monitor, attend, and participate in meetings with partner entities as necessary (e.g. Community Vital Signs (CVS), Countywide Vision Element Groups, SCAG workshops and meetings, other COG meetings, etc...)
- Provide technical assistance support to jurisdictions on an as needed basis
- Provide grant management and grant writing support to SBCTA/SBCOG staff and the member jurisdictions on an as needed basis
- Assist SBCTA/SBCOG staff in planning and executing SBCTA/SBCOG led events, meetings, and workshops (on an as needed basis) – (E.g. Workshop on ATPs, Workshop on community meetings related to SRTS projects, extra outreach meetings needed for other post grant funded programs, and other SBCTA community engagement efforts)
- Provide technical assistance on Value Capture (VC) and/or other Transportation Financing Tool Assessments (technical support for transportation infrastructure value capture assessment projects (Enhanced Infrastructure Financing Districts (EIFDs), Special Financing Districts (SFDs), Community Facilities Districts (CFDs) and others)
- Assist SBCTA/SBCOG staff in monitoring of various VC projects around the State and the region
- Provide technical support related to SBCTA/SBCOG GIS in developing and maintaining GIS project database and portal (Storymaps, Open Data Portal, Dashboard etc.)
 - Countywide Sidewalk Inventory Project Implementation
 - Countywide Long Range Transportation Plan (LRMTP) document review and implementation
 - SBCTA Equity Framework Study/SB 1000 Toolkit implementation and technical assistance
 - Project level SB 743 VMT analysis and calculations
 - Local Hazard Mitigation Plans (LHMP) technical assistance
 - Other SBCTA generated plans and studies
- Assist SBCTA staff with managing of the ongoing implementation of SB 743 related VMT reduction programs
- Provide ongoing technical (including modeling) support to SBCTA staff and to member jurisdictions in the County
- Track VMT implementation at a jurisdictional level in the County, including OD assessment for goods movement
- Provide technical assistance with TIA guidelines/CMP monitoring
- Attend meetings and assist with presentations on SB 743
- Provide technical analysis on estimated travel patterns in San Bernardino County at a jurisdictional level (OD assessment)

- Conduct and provide traffic counts when necessary for SBCTA planning and infrastructure projects
- Provide technical assistance on VMT mitigation assessment for transportation projects around the County
- Assist with the implementation of SBCTA VMT Mitigation Bank (scopes outside of REAP 2.0 funding program)
- Monitor the development of VMT mitigation measures at the State and regional level (additionality, legal concepts, telework program)
- Continue to update the technical VMT mitigation analysis included in the SBCTA mitigation study (cost-effectiveness and modeling)
- Provide technical assistance in setting up of the mitigation bank (crediting programs, app development, validation process, baseline establishment, lifecycle concept, trip verification)
- Assist in defining appropriate strategies to collect traffic count data. The purpose of data collection is to demonstrate pre-construction conditions and construction conditions on various projects.
- Aggregate count data for archival purposes
- Reconfigure and recalibrate count units as necessary during the data collection period as construction stages change, which may shift lanes to ensure appropriate lane reads by count units
- Obtain necessary encroachment permits from Caltrans necessary to collect counts along the I-15 corridor

4) Sustainability Planning

- Countywide Habitat Conservation/Preservation Planning
 - Support SBCTA staff and consultants in implementation of the Regional Conservation Investment Strategy (RCIS)
 - Manage project invoicing and troubleshoot contract-related issues
 - Assist with potential future mitigation credit agreement process
 - Provide technical support on habitat mitigation strategies on various SBCTA/SBCOG projects (e.g. Advanced mitigation strategies, conservation planning process, acquisition of mitigation lands, project level environmental analysis, habitat mapping)
 - Provide technical support on CEQA habitat mitigation requirements on various SBCTA/SBCOG projects (e.g. processing Incidental Take Permits (ITP), negotiations on conservation requirements, and obtaining other permits)
 - Monitor, attend, and participate in meetings with partner entities as necessary
- Transit Oriented Development (TOD) and Transportation Corridor Plans
 - Support SBCTA staff in implementing TOD/Corridor projects, especially in the areas of nexus between land use and transportation planning.
 - Support SBCTA staff and member jurisdictions with coordination efforts related to the TOD/Corridor Plans, especially with state, regional, and county agencies and transit operators
- Monitor policy and program updates and guidelines from the state agencies and SCAG and provide comments that could potentially be submitted to the relevant agencies
- Assist SBCTA staff with the development and implementation of the RTP/SCS
- Provide technical and staff support for the SBCTA Freeway Service Patrol (FSP) Program
- Assist SBCTA/SBCOG staff in monitoring and identifying a new agency wide sustainability strategies/programs
- Assist SBCTA/SBCOG staff with development of sustainability fact sheets for various programs at SBCTA/SBCOG (possibly some marketing materials)
- Work with Planning and Public Information staff to maintain sustainability program information on SBCTA/SBCOG website
- Assist with administrative work related to SBCTA/SBCOG involved sustainability programs

- Assist SBCTA staff with the implementation of Countywide Vision Wellness Element initiatives related to built-environment, as highlighted in the Community Transformation Plan <http://communityvitalsigns.org/>
- Provide technical assistance to member jurisdictions that are developing a healthy communities element containing policies and programs to improve community health
- Maintain database associated with Health Equity, SB 1000 Toolkit, and UCR Equity Study

5) Climate Change and Adaptation Planning

- Countywide Greenhouse Gas (GHG) Reduction Plan Update
 - Support SBCTA staff and consultants in implementing the updated plan through the new EPA Climate Pollution Reduction Grant (CPRG)
 - Manage project invoicing and troubleshoot contract related issues
 - Support with CEQA-related issues on the countywide GHG reduction projects and programs
- Sub-Regional Climate Adaptation Plan (with WRCOG)
 - Support SBCTA staff and consultants in managing the updated plan
 - Support SBCTA staff with coordination efforts related to the regional Climate Collaborative
 - Assist SBCTA/SBCOG with organizing and implementing outreach meetings outside of the grant SOW. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA/SBCOG project manager) <https://wrcog.us/285/Resilient-IE>
 - Assist in reviewing draft documents from consultants working on the Resilient IE related projects, including materials produced by Inland Southern California Climate Collaborative (ISC3) <https://iscclimatecollaborative.org/>
 - Assist with the implementation of strategies based on recommendations developed by the regional plan, including actions in ISC3
 - Provide technical assistance and research assistance in project development related to resiliency and climate adaptation planning. This could include: infrastructure planning, hazard mitigation planning, evacuation route planning, impact studies, and climate resiliency on biological resources.
- Assist with administrative work related to SBCTA/SBCOG involved climate change and adaptation planning programs
- Provide technical support with energy resilience planning and evacuation route planning associated with climate change impacts
- Develop project list for future grant application associated with Federal and State funding on climate adaptation
 - Work with member jurisdictions on project concept development
 - Work with community or community based organizations to conduct outreach and provide input associated with project development
 - If necessary, work with member jurisdictions and SBCTA/SBCOG staff to develop infrastructure projects to be shovel ready for funding (possibly through environmental permitting and project design support)

6) General SBCTA/SBCOG Staff Support

- Assist SBCTA/SBCOG staff with the management of various projects not included in any of the other sections. (e.g. SBCTA/SBCOG Equity Policy Development, Outdoor Equity Program, and Geospatial Analysis and Support)

- Create a Policy Framework for including Equity in policies and processes for SBCTA/SBCOG. The framework will include a flowchart / “interview” process for consideration at the start of projects, common remedies to identified gaps, and a clear statement of Equity goals and desired outcomes.
- Organizing and/or attending meetings on behalf of SBCTA/SBCOG.
- Provide technical training on various topics on COG and Planning.
- Assist SBCTA staff with workshops, training, conferences, presentations, and other event planning.
- Provide technical GIS support including migration and configuration of SQL server reporting services (mapping/dashboard/analytics/SBTAM and GIS integration)
- Assist with Grant Writing – SBCTA prepares some grant applications in-house and also has a contract with a grant writing firm. Thus, this task will only involve giving technical input to the grant writing consultant when needed. Examples may be benefit-cost analysis and analytical data supporting the application.
- Grant Project ideas and suggestions – Although SBCTA tracks various federal/state/regional grants, the consultant will be expected to provide grant application suggestions and ideas.
- Assist SBCOG Staff with the management of projects approved in the Council of Governments Work Plan.
- Complete cost/benefit analysis for implementation of policies, and plans.
- Engage stakeholders and local agencies.
- Create policy and administrative toolkits.
- Assist with workforce development programs and initiatives, working with jurisdictions, chambers of commerce, small businesses and others
- Conduct community outreach and engagement for various projects and initiatives throughout the County, establish relationships with outside stakeholders and organizations. Create a communication structure for future collaboration
- Support the creation of small business programs and initiatives through SBCOG, incorporating equitable business practices, procurement, and others. Conduct research through surveys, focus groups, workshops, and other events to learn more about how small businesses conduct business and to build relationship within the business community

7) Grant Writing/Management Services:

- Seek grant funding for specific projects or programs as requested by SBCTA/SBCOG.
- Assist SBCTA/SBCOG staff in the preparation of grant applications and submit grant applications on behalf of the SBCTA/SBCOG. SBCTA/SBCOG may request the consultant to track progress of submitted grant applications and request support from legislators and agencies in an effort to secure funding.
- Develop timelines and checklists for identified grants to ensure timely grant completion and submission.
- Compose grant proposals, including budget, concept plans, and other necessary items for grant submittals. Assist SBCTA/SBCOG staff in ensuring compliance with all applicable grant rules and regulations. In instances where grant elements are too technical, SBCTA/SBCOG staff will allow the grant writer to add technical assistance from a sub-consultant.
- In the event that a grant application is prepared, submitted, and funded, the consultant may be required to implement and/or provide grant administration assistance for specific projects or programs. Grant administration assistance may include the implementation of a program, preparation of required reports, cash draw-down requests, progress reports, and clearing special conditions as identified by the funding agency. This also includes conducting workshops SBCTA/SBCOG and its member agencies on topics related to grant funding opportunities and successful grant writing.

- Deliverables will be determined on a case-by-case basis depending on the services requested by SBCTA/SBCOG.
- Inform SBCTA/SBCOG staff of any grant opportunities that are appropriate for SBCTA/SBCOG projects, programs, or services. This will include State, Federal, local and any other opportunities for funding from other non-profits/foundations.
- May be asked to submit awards applications and write other proposals as asked by SBCTA/SBCOG staff.

8) Housing/General Plan/Local Planning Support

- Work with member agencies to establish a SBCTA/SBCOG work plan based on recent OPR guidelines and other legislative mandates (e.g., SB 743, SB 1000, AB 2140, etc.)
- Work with member agencies to assist in housing-related programs and policies that are associated with land use planning (scope of work that are outside of the Regional Early Action Planning (REAP) 2.0 Grant Program)
- Assist SBCTA/SBCOG staff in monitoring and identifying new agency-wide housing strategies/programs, including the establishment of the regional housing trust in the County
- Provide logistics support for SBCTA/SBCOG housing programs
- Provide housing program related support services assisting SBCTA/SBCOG member jurisdictions through the various RHNA processes and then their Housing Elements process through the California Department of Housing and Community Development's (HCD) review process.
- Monitor, attend, and participate in meetings with partner entities as necessary
- Monitor housing related legislation in California and provide presentations on important legislation.
- Assist with administrative work related to SBCTA/SBCOG involved housing programs
- Assist with the implementation of housing-supportive infrastructure programs, which could include broadband, water, sewer, utilities, transportation, and various new technologies (Smart City/County concept)
- Assist SBCTA/SBCOG staff with organizing and implementing outreach meetings. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA project manager)

9) Project Management and Controls

- Provide project management to Planning and COG projects
- Complete reporting and invoicing requirements for grants received and projects
- Work with SBCTA's Finance Department to ensure all financial and reporting requirements are met
- Work with SBCTA staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
- Track project progress in an organized manner and ensure work is being completed according to project timelines, scopes of work, and budget

10) Regional Early Action Planning (REAP) 2.0 Programs:

The REAP 2.0 program is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The program was established as part of the 2021 California Comeback Plan under AB 140 and builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

SBCTA/SBCOG is partnering with SCAG through various REAP 2.0 programs listed below in order to accelerate housing project implementation in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows: Accelerate infill development that facilitates housing supply, choice, and affordability; Affirmatively Further Fair Housing (AFFH); and Reduce Vehicle Miles Traveled (VMT).

For SBCTA/SBCOG, implementation of the REAP 2.0 Program could potentially revolve around five distinct program areas with multiple projects under each programmatic category. Some programs have received funding, and some have not received funding yet, and the program evaluation is still in process with SCAG. It is also important to note that some of the SBCTA/SBCOG projects have been placed under the contingency project list. Both SCAG and SBCTA/SBCOG are actively pursuing additional funds to supplement the current funding level to fund projects in the contingency list. Once these contingency projects receive funding, it is likely that the on-call consultants selected through this RFP process will be utilized to implement the projects.

REAP 2.0 Program Categories:

- County Transportation Commission Partnership Program (CTCPP)
- Subregional Partnership Program (SRP)
- NOFA – Funding for Lasting Affordability
- Housing Infill on Public and Private Lands (HIPP) Program
- Regional Utilities Supporting Housing (RUSH) Program
- Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP-CEEEJ)

A. County Transportation Commission Partnership Program (CTCPP) (Partially Funded)

- a. Jurisdiction Multi-Modal Complete Streets Pre-Construction and Construction Activities (Funding is only available for the pre-construction phase and construction phases have been placed under the contingency list):

- i. City of Fontana Sierra Avenue Complete Streets

1. Pre-construction activities for five (5) new traffic signals and one (1) traffic signal modification, plus pavement rehabilitation, curb ramps, signing, and striping to reduce lanes and redirect traffic to other streets.
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Two sets of design plans are requested: Phase I (interim condition) would reduce the number of travel lanes on Sierra Avenue from two lanes in each direction to one lane in each direction, convert Wheeler Avenue to a one-way northbound street, and convert Nuevo Avenue to a one-way southbound street. Also, Phase I includes the installation and modification of traffic signals at six (6) intersections within the core area to provide a smooth flow of one-way traffic in order to reduce travel time, stops, and delay.

5. Phase II (the ultimate condition) would close Sierra Avenue between Arrow Boulevard and Orange Way to vehicular traffic and continue to divert traffic to parallel streets. The project includes extensive complete street elements along Sierra Avenue, Nuevo Avenue, Wheeler Avenue, Arrow Boulevard and Orange Way.
6. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- ii. City of Ontario Vista Verde II Affordable Housing Development
 1. Pre-construction activities for improved sidewalks and bicycle lanes along Holt Boulevard and other frontage roads on and off the project site
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Connection of utilities
- iii. City of Rancho Cucamonga Haven Avenue and Foothill Boulevard Complete Streets
 1. Pre-construction activities to repurpose rights-of-way to include extensive complete street elements consisting of improved pedestrian sidewalks, improved bicycle facilities, improved transit stops, and (ultimately) a dedicated transit lane on Foothill Boulevard
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Funding availability will determine various phases of the project, however project will begin with PA&ED phase associated with Haven Avenue.
- iv. City of Twentynine Palms Affordable Housing and Pedestrian Improvements
 1. Pre-construction and construction of transportation activities to connect between nearby transit, public amenities, and planned affordable housing development.
 2. Development of Plans, Specifications and Estimates (PS&E) Phase – Possible redesign to accommodate more multimodal components
 3. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- v. City of Upland Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project
 1. Pre-construction activities to improve multimodal infrastructure near the Upland Metrolink Station to enhance pedestrian access to the station and to improve pedestrian and bicycle infrastructure around two proposed affordable housing developments. (Stowell Street, Euclid Avenue, Second Avenue, A Street and others)
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- vi. City of Rialto Metrolink Station Area Visioning and Development

1. Pre-construction activities for active transportation improvements and redesigning of the downtown area near the Metrolink Station and the Civic Center
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
3. Development of Plans, Specifications and Estimates (PS&E) Phase
4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

b. SBCTA VMT Mitigation Bank Proposal

The establishment of a VMT mitigation program is a high priority for many California jurisdictions searching for effective mitigation approaches as lead agencies and as project applicants work through the initial years of the transition to a VMT impact metric. In July 2020, the SBCTA Board of Directors authorized staff *“to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other transportation demand management (TDM) options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County....”*

To get the program started, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel (against a baseline auto-based commute) by working or home, or “teleworking.” But the plan is to design the overall program more holistically from the beginning and to incrementally add a broader set of transit/TDM options for reducing VMT, to include taking transit, vanpooling, ridesharing, commuting via bike and walk, etc. In a nutshell, the VMT reduction credits would be deposited into each commuter’s VMT “bank account.” Projects needing VMT mitigation (transportation or land use projects) would then purchase credits through protocols established by the bank and be able to use those credits as mitigation, provided the lead agency agrees.

The mitigation bank is beginning with VMT reduction via telework because incentivizing telework was compared with other VMT mitigation strategies and shown to be the most cost-effective option available. Using an app on a smart phone, participants will establish a “VMT baseline” and generate credits whenever they choose to telework or commute via transit, rideshare, etc. The VMT reduction credit, which can be verified through location-based information on the app, will then be converted monetarily by the bank to the individual’s account once the credits are sold to development or for transportation projects that need to reduce VMT impacts under CEQA. To “jump-start” the bank prior to credits being sold, funding from other sources will be used to incentivize participants. Following this start-up period, and when credits can be sold, the bank is anticipated to be self-funding based on project mitigation for VMT. In addition to providing incentive funding for the participants, money deposited into the bank from purchased credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program.

The VMT bank will be available to people who live and/or work in San Bernardino County. The IE Commuter Program would continue to operate and be available to employers and residents of San Bernardino and Riverside Counties. Participants who enroll in the VMT Bank program would participate in documenting their travel through a mobile phone app and would receive a cash incentive only if their VMT is reduced. The Bank would in turn sell VMT credits based on the amount of accumulated VMT reduced by participants. It is expected that the mitigation cost to reduce VMT and the incentive for participants would change over time.

It is intended that SBCTA would act as the administrator of the program, with eligible participants for VMT reduction being those who either reside within or are employed within San Bernardino County. Entities eligible for buying credits would be lead agencies responsible for transportation projects (including SBCTA

and local San Bernardino County governments) and sponsors of land development projects. Entities within San Bernardino County would be given priority in being able to purchase credits. However, if the market for purchasing credits within the county was not adequate to foster the sale of credits adequate to cover the cost of VMT reduction incentive payments and Bank operation, the sale of credits could be opened up to entities outside San Bernardino County.

SBCTA is seeking a management, software, and finance team to provide “turn-key” services to establish and operate the Bank. Some of the funding available to establish the bank is available only through December 31, 2025. At a minimum, the Bank must be fully established and operational prior to that date, so that a pilot period can occur immediately after the REAP funding deadline with as many participants as possible. A goal would be to recruit at least 2000 participants within 6 month and have several “hypothetical” sales of credits within a year.

- i. Develop an Administrative Plan that Address the Following:
 1. Program Visions and Goals – Policy Implications
 2. Program Structure within SBCTA Organization (Relations to the Departments and Programs: e.g. IE Commuter Program)
 3. Establishment of the Mitigation Bank Process and Authority
 4. Program Cost Estimates and Fee Structure
 - a. Administrative Fees (Staffing Needs)
 - b. Supply: Cost of Purchasing VMT (Individual Participants)
 - c. Demand: Cost of Selling VMT (Transportation and Land Use Projects Needing Mitigation)
 5. Program Schedule/Milestones
 6. Marketing Strategies/Materials
 7. Legal Memo/FAQs
 8. Contracting and Procurement
 9. MOUs and Funding Agreements
 10. Program Evaluation
 11. User Agreements and Guides
 12. Financial Structure
 13. Policy Determination on Proceeds
 14. Verification Procedure
- ii. Develop Design Concept and Functionality for the VMT Reduction Quantification and Data Management System
 1. VMT Bank Program Management Interface – App Development
 - a. Accurate Accounting of Telework
 - b. Calculation of VMT
 - c. Inclusion of Financial Transaction
 - d. User-friendly functionality
 2. Quantification and Record-keeping Subsystem
 - a. Manual verification management
 - b. Reporting and data dashboard/summary displays
 3. Commuter Interface
 - a. Management of VMT reduced or generated
 - b. Optional ability (preference options)
 4. Financial System Interface – Key component of the app
- iii. Develop Software Specifications (Android and Apple Users)
- iv. Implement and Test Software Systems Identified in the Specification Task
- v. Beta-Test the VMT Mitigation Bank Systems with a Limited Number of Hand Picked Volunteers

- vi. Develop a Marketing Plan for Introducing the VMT Mitigation Bank and App to the Public
- vii. “Go Live” with the System
- viii. Reporting and Interaction with SBCTA and the System Evaluator
 - 1. Additional VMT Reducing Transportation Mode Inclusion

B. Subregional Partnership Program

- a. Activity/Project 1: Accelerating Housing Element Implementation.
 - i. Staff augmentation program under REAP 1.0 was extremely successful because the technical assistance provided to the local jurisdictions was directly addressing the needs of the local jurisdictions that were struggling to meet the HCD requirements for the development of the housing elements.
 - ii. Similarly, under this activity, SBCOG consultants will provide contract planning services to local jurisdictions. These contract planning staff may augment local staffing needs for Cycle 6 Housing Element (HE) implementation.
 - 1. Assistance may include, but not limited to: assisting jurisdiction’s rezoning efforts, amending zoning ordinances, Analyzing environmental/CEQA issues, writing staff reports and technical memo, obtaining prohousing designation, and implementing policies associated with Accessory Dwelling Units (ADUs)
- b. Activity/Project 2: A Region of Housing Experts - Webinars and Trainings. SBCOG’s consultants will create and conduct webinars and technical trainings available to each of the 25 jurisdictions to facilitate and accelerate affordable housing projects.
 - i. Hold a workshop for all jurisdictions to identify the greatest housing element implementation needs. Then, conduct two-to-three subregional meetings with jurisdictions to further refine the needs and inform the work performed in other tasks (permitting and reporting support, ADU assistance, Housing Element implementation, anti-displacement study, etc.).
 - ii. Plan and develop technical trainings for local jurisdiction staff on topics related to housing development (legislation, objective design standards, rezoning, CEQA streamlining, prohousing policies, finance mechanisms, etc.).
 - iii. These workshops and outreach are necessary because every jurisdiction in the County has a different schedule related to the certification and implementation of the Housing Elements. Currently, there are 13 out of 25 jurisdictions in the County with a certified Housing Element.
- c. Activity/Project 3: Best Practices – Templates and Toolkits. SBCOG’s consultant will provide templates and toolkits to its 25 jurisdictions for housing program implementation. Resources developed through the templates and toolkits will support local staff by providing necessary research, resources, and information to best collaborate with stakeholders and inform decision-makers in a manner that will influence local change to facilitate and implement informed planning efforts.
 - i. Develop templates that can be used by member agencies to implement housing elements. Materials may include by-right zoning checklist, design best practices, draft local ordinances, draft presentations for CC or PC, CEQA streamlining tools, staff report templates, public outreach resources, AFFH implementation materials, missing middle housing resources, inclusionary zoning best practices, fact sheets on new housing legislation.
 - ii. Develop toolkits that can be used by member agencies (e.g., Anti-Displacement Toolkit, Legislative Toolkit, Objective Design Standards for ADUs, multi-family and mixed-use, etc.). Envision a comprehensive website with slide decks and fact sheets to help jurisdictions implement requirements, etc. The final toolkit could

include: 1) measuring and tracking displacement risk; 2) multilingual communication materials that elevate discourse around displacement; 3) resources to empower residents; 4) guidance to property owners and localities on relevant legislation and regulations; 5) draft model ordinances (e.g., rights of first refusal, protections from condo conversions, just cause eviction, etc.); and 6) resources to assist both localities and community members in the preservation of housing.

- d. Activity/Project 4: Empowering our Communities - AFFH Engagement Programs
SBCOG's consultant will aid the 25 member jurisdictions in implementing fair housing programs with support to include outreach and engagement to all community segments, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing.
 - i. Review all 25 Housing Element AFFH programs for outreach commitments and provide outreach and engagement support. The main goal of the program is to reduce duplicative outreach efforts and streamline the process for all of the member jurisdictions.
 - ii. Create AFFH Engagement Programs. (e.g., expand and use the SB 1000 toolkit).
www.sb1000toolkit.com
- C. NOFA – Funding for Lasting Affordability – Establishment of San Bernardino County Regional Housing Trust (SBRHT)
- a. The San Bernardino Council of Governments (SBCOG) requested funding to establish and administer the San Bernardino Regional Housing Trust (Housing Trust). The Trust will be structured as a JPA made up of participating members with a non-profit component. The new JPA may be structured as an agency under SBCOG or as a separate JPA entity with an MOU with the SBCOG. Major deliverables include 1) the establishment of the Housing Trust (Bylaws, Administrative Plan, Program Priorities, Budget, Jurisdiction Membership); 2) Gap Financing Program (how/when the funds or program will be established); and 3) Acceleration of one or more affordable housing projects managed under the Regional Housing Trust as a Gap Financing Program pilot case.
 - b. When funds become available, SBCOG staff will be soliciting proposals from qualified on-call consultants to help establish the housing trust and implement programs approved by the new JPA Board.
 - c. Consultant will coordinate activities, develop draft resolutions, draft JPA agreement, make city council presentations, and agreement between SBCOG and the Housing Trust through the development of an administrative plan
 - d. The administrative plan should include:
 - i. Purpose and Structure
 - ii. Member Jurisdiction Resolutions
 - iii. Establishment of Pipeline Projects with Prioritization
 - iv. Establishment of the Trust Programs
 - v. Administrative Duties and Responsibilities with MOU between SBCOG and the Trust
 - vi. Board of Directors with Membership Structure and Bylaws
 - vii. Budget/Funding/Membership Fees
 - viii. Staffing Needs Analysis
 - ix. Annual Reporting Procedures
 - e. Develop Housing Trust Website to manage program and showcase lessons learned and case studies that can be disseminated to other regions.

- D. Housing Infill on Public and Private Lands (HIPP) Program – Public Land to Residential Project – Inventory, Analysis & Toolkit for Workforce and Teacher Housing
- a. The SBCOG/SBCTA requested REAP 2.0 HIPP funding for the SBCTA/SBCSS and Other Public Land-to-Residential Project (Project). SBCTA will partner with the San Bernardino County Superintendent of Schools (SBCSS) and member agencies to develop a comprehensive inventory and analysis of all publicly-owned properties. The Project will identify developable sites for housing at a variety of affordability levels, with a focus on workforce housing for educators.
 - b. The Project aims to:
 - i. Conduct a comprehensive inventory of all publicly-owned lands within the region
 - ii. Analyze these lands to identify sites that are suitable for housing development
 - iii. Develop a toolkit to assist public agencies with identifying these sites as Surplus Lands to make them available for affordable housing. The toolkit should contain best practices and implementable actions, providing jurisdictions with direction on how to convert sites for residential uses.
 - iv. With the results of the analyses, produce recommendations for how SBCOG, SBCSS, or the jurisdiction could approach residential development, including a step-by-step guide, developer collaboration, potential ordinances, policies, or financing tools to consider. Specific focus will be given to various school district sites for potential “Teacher Housing” options.
 - v. Identify list of sites that are categorized as publicly-owned that have residential conversion potential based on each jurisdiction’s Housing Element and SCAG’s most recent Annual Land Use Data.
 - vi. Identify partner with a public agency or an affordable housing developer to prepare selected sites for possible affordable or workforce housing development.
- E. Regional Utilities Supporting Housing (RUSH) Program – Upland
- a. The main goal of the RUSH Program is to create plans and programs to support increased utility capacity of areas designated for residential development in a Housing Element. These programs should increase utility capacity and/or lower the cost of residential development. Potential projects could include developing an analysis to update developer utility fees to avoid concentration of infrastructure upgrade costs and creating a capital improvement plan or updating an existing one.
 - b. For SBCTA/SBCOG, an affordable housing project (Magnolia/Euclid Villas) in Upland meets these criteria seamlessly. The main issue related to the project revolves around power line relocation with Southern California Edison (SCE).
 - c. If funded, SBCTA/SBCOG will select an on-call consultant with the most utility experience, especially working directly with SCE.
- F. Sustainable Communities Program – Civic Engagement, Equity, & Environmental Justice
- a. SBCTA/SBCOG received funding from SCAG to complement an active transportation priority list that SBCTA/SBCOG is developing. The main objective of this project is to provide jurisdictions in San Bernardino County with community-informed and researched priority projects for active transportation improvements. The target outcome of the priority list and community engagement is for jurisdictions to receive the list of priority projects and have them be prepared for funding to be able to implement the identified projects.
 - i. The funding provided by SCAG will:
 1. Provide project management administrative assistance such as creating agendas, meeting minutes, a schedule, a timeline, progress reports, invoicing, and general communication between SBCTA staff, the consultant, jurisdictions, and stakeholders.

2. Existing conditions analysis that will identify any relevant and key stakeholders in the County and review the past engagement that SBCTA has done regarding active transportation.
3. Community engagement element of the project. The consultant will create a Public Engagement Plan, meet with stakeholders, hold focus groups, attend other engagement events, create surveys and project collateral, and provide a summary of the engagement completed.
4. Final report and presentations to an SBCTA deliberative body and technical working group.

On Call Project Categories: Please check the category box(es) that applies to your proposal

1	Active Transportation Program	
2	Transportation Modeling	
3	Transportation Planning	
4	Sustainability Planning	
5	Climate Change and Adaptation Planning	
6	General SBCTA/SBCOG Staff Support	
7	Grant Writing/Management Services	
8	Housing/General Plan/Local Planning Support	
9	Project Management and Controls	
10	Regional Early Action Planning (REAP) 2.0 Implementation	
10A	County Transportation Commission Partnership Program (CTCPP)	
10B	Subregional Partnership Program (SRP)	
10C	NOFA – Funding for Lasting Affordability	
10D	Housing Infill on Public and Private Lands (HIPP) Program	
10E	Regional Utilities Supporting Housing (RUSH) Program	
10F	Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEJ)	

Task Order Approach

Multiple consultants may be selected to become part of the SBCTA/SBCOG “Planning Bench.” From time to time, consultants on the Bench would be requested to respond to task order solicitations for their areas expertise. SBCTA/SBCOG staff will write brief work statements, and consultants will respond with scopes of work that are specific to those statements, including cost and schedule. The breadth, timing, and distribution of these task solicitations will be at the discretion of the SBCTA/SBCOG On-Call Manager or designees. More than one consultant may be asked to respond to each task order, but normally only one consultant would be selected for a single task order. SBCTA/SBCOG cannot guarantee a minimum amount of work for any individual consultant or consulting team.

Minute Action

AGENDA ITEM: 13

Date: November 1, 2023

Subject:

Amendment No. 5 to Contract No. 17-1001616 with Enterprise Rideshare for Vanpool Provider Services

Recommendation:

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

Approve Amendment No. 5 to Contract No. 17-1001616 with Enterprise Rideshare, increasing the contract by \$75,000 for a new not-to-exceed amount of \$1,475,000.

Background:

On September 6, 2017, San Bernardino County Transportation Authority (SBCTA) and Enterprise Rideshare entered into Contract No. 17-1001616 for Vanpool Leasing Services for SBCTA's SB Loop vanpool subsidy program. SB Loop provides eligible vanpool participants a subsidy of 50 percent of their vanpool agreement cost, up to \$600 a month, and \$700 a month for zero-emission vehicles. The subsidy is paid directly to Enterprise Rideshare on a monthly basis.

Staff is requesting to increase Contract No. 17-1001616 by \$75,000 for a new not-to-exceed amount of \$1,475,000. The SB Loop vanpool subsidy program has regained momentum post-pandemic, and at the end of August 2023, subsidized 79 vanpools traveling to worksites in the SB Loop service area, which includes the San Bernardino Valley, San Bernardino Mountains, Morongo Basin and Colorado River. The additional \$75,000 is needed as the current contract balance is running low. Additionally, the subsidies for the vanpools have increased by \$200 and, with more vanpools, has increased the burn rate of this funding.

Vanpools participating in SBCTA's program are required to meet the following guidelines:

- a. Commute in a vehicle with a minimum seating capacity of seven passengers;
- b. Operate a minimum of 12 days during each calendar month;
- c. Travel at least 30 miles round-trip directly between a home origin(s) and a regular work and/or vocational/post-secondary education destination(s) within the SB Loop service area; and
- d. Maintain a minimum vanpool occupancy of 70 percent or higher at time of start-up, and 50 percent or higher on an ongoing monthly basis.

SBCTA, in coordination with Enterprise Rideshare, markets the vanpool program to worksites throughout the SB Loop service area. Increased emphasis has been placed on assisting active vanpools with maintaining ridership to meet program guidelines, in addition to ongoing monitoring and considerations for adjusting operating guidelines in response to hybrid work schedules.

Although the vanpool program is currently using funds from the original \$4 million Federal Transit Administration (FTA) grant, it has already generated more than \$1 million in FTA 5307 revenue from program operations that occurred in Fiscal Year (FY) 2017/2018 (partial year), FY 2018/2019 and FY 2019/2020 (pandemic year).

Entity: San Bernardino County Transportation Authority

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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 October 12, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Nicole Soto, Multimodal Mobility Programs Administrator

Approved
Board of Directors
Date: November 1, 2023

Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 17-1001616 Amendment No.: 5

Contract Class: Payable Department: Transit

Vendor No.: 03307 Vendor Name: Enterprise Rideshare

Description: Vanpool Provider Services

List Any Related Contract Nos.: _____

Dollar Amount

Original Contract	\$	1,300,000.00	Original Contingency	\$	-
Prior Amendments	\$	100,000.00	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	75,000.00	Current Amendment	\$	-
Total/Revised Contract Value	\$	1,475,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	1,475,000.00

Contract Authorization

Board of Directors Date: 11/01/2023 Board Item # 10035

Contract Management (Internal Purposes Only)

Other Contracts _____

Sole Source? No

No Budget Adjustment _____

Federal/Local _____

Professional Services (Non-A&E) _____

N/A _____

Accounts Payable

Estimated Start Date: 09/06/2017 Expiration Date: 12/31/2023 Revised Expiration Date: _____

NHS: N/AQMP/QAP: N/APrevailing Wage: N/A

							Total Contract Funding:		Total Contingency:	
							\$	1,475,000.00	\$	-
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Nicole Soto

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: _____

AMENDMENT NO. 5 TO CONTRACT NO. 17-1001616

FOR

VANPOOL LEASING SERVICES

(ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, LLC,
dba ENTERPRISE RIDESHARE)

This Amendment No. 5 to Contract No. 17-1001616 ("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 Enterprise Rent-A-Car Company of Los Angeles, LLC, dba Enterprise Rideshare ("VENDOR"), whose address is: 333 City Blvd West, Suite 1105, Orange, CA 92868. SBCTA and VENDOR are each a "Party" and collectively the "Parties".

RECITALS

- A. The Parties entered into Contract No. 17-1001616 on September 6, 2017, setting forth the terms and conditions for the Contract for Vanpool Leasing Services; and
- B. SBCTA exercised its first option to extend the Contract Term through December 31, 2021, as provided in Amendment No. 1, effective December 23, 2020; and
- C. SBCTA exercised its second option to extend the Contract Term through December 31, 2022 and increased the reimbursable compensation for zero-emission vanpools, as provided in Amendment No. 2, effective September 21, 2021; and
- D. SBCTA exercised its third option to extend the Contract Term through December 31, 2023 and increased the Contract Not-to-Exceed amount by \$50,000, as provided in Amendment No. 3, effective November 21, 2022; and
- E. SBCTA increased the reimbursable compensation amount for vanpools at a rate of 50% of allowable vehicle rates, not-to-exceed \$600 per month per petroleum-fueled vanpool and \$700 per zero-emission vanpool and the Contract Not-to-Exceed amount by \$50,000, as provided in Amendment No. 4, effective July 1, 2023; and
- F. SBCTA desires to increase the Contract Not-to-Exceed amount by \$75,000 for activities as set forth in the Scope of Work.

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

1. ARTICLE 3.2 is deleted in its entirety and replaced with the following:

"The total Contract Not-To-Exceed Amount is One Million, Four Hundred Seventy-Five Thousand Dollars (\$1,475,000). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work" and shall be reimbursed based on 50% of allowable vehicle lease rates not to exceed \$600 per month per qualified vanpool, and not to exceed \$700 per month per qualified zero emission vanpool, pursuant to Exhibit B.2 "Vehicle Cost Matrix Form". SBCTA will not compensate

the VENDOR for any subsidies for vehicles not shown in Exhibit B.2 or agreed to and approved by SBCTA as required under this Contract.”

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

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

**ENTERPRISE RENT-A-CAR
COMPANY OF LOS ANGELES, LLC,
dba ENTERPRISE RIDESHARE: A
DELAWARE LIMITED LIABILITY
COMPANY**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____

Thomas Klingler
Vice President

By: _____

Dawn M. Rowe
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____

Julianna K. Tillquist
General Counsel

CONCURRENCE

By: _____

Shaneka Morris
Procurement Manager

Minute Action

AGENDA ITEM: 14

Date: November 1, 2023

Subject:

Amendment No. 5 to Contract No. 18-1001870 with Parsons Transportation Group, Inc., for the West Valley Connector Project

Recommendation:

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

Approve Amendment No. 5 to Contract No. 18-1001870 with Parsons Transportation Group, Inc., to extend the contract expiration date for Environmental, Architectural, Engineering, and Final Design Services for the West Valley Connector Project through June 30, 2026, with two options for additional one-year extensions.

Background:

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

In September 2020, the Board approved deferring the construction of a new operations and maintenance facility and implementing 40-foot battery electric buses for the new Bus Rapid Transit (BRT) route. The existing West Valley Maintenance Facility located in the City of Montclair has the capacity to maintain the eighteen buses needed to operate the new BRT route. The additional capacity at the existing facility is a result of Omnitrans' implementation of the Connect Forward service reduction plan, which reduces the number of fixed route buses in service and thus frees up capacity at the existing maintenance facility. The introduction of battery electric buses (BEB) was based on the successful Transit and Intercity Rail Capital Program grant award of \$15 million towards the cost of BEBs for the project. The use of 40-foot BEBs instead of the 60-foot compressed natural gas (CNG) buses, as originally proposed in the environmental document, requires incorporating en-route chargers as well as retrofitting the existing maintenance facility with charging infrastructure.

Under Contract No. 17-1001636, Assignment, Assumption and Amendment Agreement, Omnitrans assigned to SBCTA all its rights, duties, and obligations under Omnitrans' Services Agreement with Parsons Transportation Group, Inc. (Parsons) for Environmental, Architectural, Engineering and Final Design Services for the West Valley Connector Corridor, except as it relates to the Active Transportation Program related services. For administrative tracking purposes, SBCTA assigned Contract No. 18-1001870 to the Service Agreement and through this assignment established a contract period of November 10, 2015 through December 31, 2023. Parsons has since completed the environmental clearance of the overall corridor and completed the design of the WVC Mainline Construction Phase 1. Furthermore, the design team advanced the design of the en-route chargers and the modifications to the existing maintenance facility to

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support the operations of the BEBs. Parsons is now entering the Design Services during Construction phase of its contract and will continue through construction close-out.

Staff is requesting Board approval for an amendment to extend the term of the contract because the current contract expires December 31, 2023. The current completion date of the WVC Project is June 30, 2026. SBCTA staff is requesting approval of Amendment No. 5 to Contract No. 18-1001870, extending the contract term through June 30, 2026 with two one-year option terms to ensure the continuation of services to align with the final phase and contract close-out of the West Valley Connector Corridor Project. This amendment is permitted under Policy 11000, Sections V.3.c. and d.: Parsons' continued services are necessary to provide design clarification and potential design changes during construction, which is beyond the current contract term. Parsons has been adequately performing design services for the entire WVC BRT Project, and, as such, has unique knowledge of the project and the work required.

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 October 12, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Joy Buenaflor, Deputy Director of Transit & Rail Programs

Approved
Board of Directors
Date: November 1, 2023

Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 18-1001870 Amendment No.: 5

Contract Class: Payable Department: Transit

Vendor No.: 01600 Vendor Name: Parsons Transportation Group, Inc.

Description: Services Agreement for Architectural, Engineering, and Final Design Services for the West Valley Connector Project

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	6,495,780.54	Original Contingency		\$	-
Prior Amendments		\$	6,430,040.00	Prior Amendments		\$	1,310,000.00
Prior Contingency Released		\$	922,284.00	Prior Contingency Released (-)		\$	(922,284.00)
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	13,848,104.54	Total Contingency Value		\$	387,716.00
	Total Dollar Authority (Contract Value and Contingency)					\$	14,235,820.54

Contract Authorization

Board of Directors Date: 11/01/2023 Board Item # 10034

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No No Budget Adjustment _____

Federal/State/Local _____ Environmental Design _____ N/A _____

Accounts Payable

Estimated Start Date: 07/01/2021 Expiration Date: 12/31/2023 Revised Expiration Date: 06/30/2026

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

							Total Contract Funding:		Total Contingency:	
							\$	13,848,104.54	\$	387,716.00
GL	4160	30	0315	0334	52001	41100000	MSI Valley Fund Express	3,780,825.87		220,000.00
GL	2130	30	0315	0334	52001	42107027	FTA ARP	4,836,158.96		167,716.00
GL	6010	30	0315	0334	52001	42909007	Omnitrans_Capital	747,247.00		-
GL	6010	30	0315	0334	52001	42909014	Omnitrans_Fed Land Sale	3,587,098.17		-
GL	6010	30	0315	0334	52001	42909015	Omnitrans_Loc Land Sale	896,774.54		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-

Joy Buenaflor

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: CSS Parsons Contract 18-1001870 Amendment No. 5 (10034 : Amendment No. 5 to Contract No. 18-1001870 with Parsons

**AMENDMENT NO. 5 TO CONTRACT NO. 18-1001870, SERVICES
AGREEMENT WITH PARSONS TRANSPORTATION GROUP, INC.,
FOR
ENVIRONMENTAL, ARCHITECTURAL, ENGINEERING AND FINAL
DESIGN SERVICES FOR THE WEST VALLEY CONNECTOR CORRIDOR**

This Amendment No. 5 to the SERVICES AGREEMENT ("Amendment 5") is made by and between the San Bernardino County Transportation Authority ("SBCTA") and Parsons Transportation Group, Inc. ("CONSULTANT"). SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties" herein.

RECITALS:

Omnitrans ("OMNITRANS") and CONSULTANT entered into an Agreement for Architectural, Engineering and Final Design Services ("SERVICES AGREEMENT") for the West Valley Connector Corridor ("PROJECT"), effective November 17, 2015 (OMNITRANS Ref No. MKP15-37).

- A. Under SBCTA Contract No. 17-1001636, Assignment, Assumption, and Amendment Agreement ("AAA AGREEMENT"), OMNITRANS assigned, and SBCTA assumed, OMNITRANS' rights, duties and obligations under the SERVICES AGREEMENT, including five amendments (with the exception of the Active Transportation Program (ATP)).
- B. On December 15, 2017, the CONSULTANT and SBCTA entered into Amendment 1 to Contract No. 18-1001870 ("CONTRACT") to increase the contract price by \$1,275,000 for additional support required and procurement of project-specific insurance, as required by SBCTA.
- C. On May 2, 2018, the CONSULTANT and SBCTA entered into Amendment 2 to CONTRACT to increase the contract price by \$1,045,000 for Federal Transit Administration (FTA) directed inclusion of the operations and maintenance facility required for the PROJECT.
- D. On May 10, 2021, the CONSULTANT and SBCTA entered into Amendment 3 to CONTRACT to increase the contract price by \$1,894,812 for additional project management services, environmental re-evaluation and mitigation, and other engineering, right of way, modeling and permitting work.
- E. Between March 3, 2019, and August 11, 2021, SBCTA approved eight (8) Contingency Releases to the CONSULTANT, increasing the contract price by \$922,284, to complete PROJECT requirements imposed by SBCTA and FTA.
- F. On July 6, 2022, CONSULTANT and SBCTA entered into Amendment No. 4 to Contract to augment the Scope of Work and to increase the contract price by \$2,215,228.00 for final design of en-route charging facilities, final design of pantograph chargers at the West Valley Maintenance Facility, project management services, and other utility work.

- G. CONSULTANT and SBCTA desire to amend the contract to extend the contract period of performance date to June 30, 2026, with two optional one-year extensions, to ensure the ongoing of services to align with the construction phase of the West Valley Connector Corridor.

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

1. Article 2 “PERIOD OF PERFORMANCE” of the SERVICES AGREEMENT shall be deleted and replaced in its entirety with the following:

“2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through June 30, 2026, unless terminated as specified in Section 8 and 9 of this Agreement. SBCTA has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

SBCTA’s election to extend the Agreement beyond the Initial Term shall not diminish its rights to terminate the Agreement for SBCTA’s convenience or CONSULTANT’S default as provided elsewhere in this Agreement. The term of this Agreement shall be the period from November 10, 2015 through June 30, 2026, which period encompasses the full term of the agreement.

SBCTA, in its sole discretion, may extend the term of the Contract for two one-year option terms. At which the maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2028.”

2. Except as amended by this Amendment No. 5, all provisions of the SERVICES AGREEMENT, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.
3. This Amendment No. 5 is effective on the date executed by SBCTA.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 below.

**PARSONS TRANSPORTATION
GROUP, INC. AN ILLINOIS
CORPORATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Chris A. Johnson, P.E.
Vice President

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

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

Minute Action

AGENDA ITEM: 15

Date: November 1, 2023

Subject:

Amendment No. 1 to Funding Agreement No. 19-1002195 with the City of Twentynine Palms for the Split Rock Avenue Bridge at Flood Control Channel Project

Recommendation:

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

- A. Allocate an additional \$26,998 in Measure I Morongo Basin Subarea Major Local Highway Projects (MLHP) Program funds, for a total of \$312,558, to the City of Twentynine Palms for the Split Rock Avenue Bridge at Flood Control Channel Project.
- B. Approve Amendment No. 1 to Funding Agreement No. 19-1002195 with the City of Twentynine Palms for the Split Rock Avenue Bridge at Flood Control Channel Project, to add \$26,998 in MLHP funds and to extend the contract termination date through December 31, 2025.

Background:

The Split Rock Avenue Bridge at Flood Control Channel Project (Project), managed by the City of Twentynine Palms (City), completed the Right-of-Way Phase of the Project in March 2023 and is anticipated to begin construction in March 2024. The project has been identified by the City as an important priority for funding, and was listed in the San Bernardino County Transportation Authority (SBCTA) 2021 update to the 10-Year Delivery Plan as an approved project eligible for Measure I Morongo Basin Subarea Major Local Highway Projects (MLHP) Program funding by members of the subarea. The Project will replace a two-lane low water crossing on Split Rock Avenue, just north of State Route 62, with a new two-lane bridge over the Twentynine Palms Flood Control Channel.

The original allocation of \$285,560 in MLHP funds was approved on July 10, 2019, to fund the required match to Federal Highway Bridge Program funds in the Construction Phase. The City is requesting an additional allocation of \$26,998 in MLHP funds in order to fully fund the Project through the Construction Phase, as well as an extension of the Funding Agreement to December 31, 2025, to accommodate the duration of the Project. Total project costs are estimated to be \$3,231,775, of which \$2,919,217 is funded through a combination of City and Federal funds. Staff recommends approval of Amendment No. 1 to Funding Agreement No. 19-1002195, adding \$26,998 in MLHP funds and extending the agreement termination date to December 31, 2025, as sufficient MLHP funding capacity exists to support the requested increase 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 October 20, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

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Responsible Staff:

Marc Lucius, Management Analyst II

Approved
Board of Directors
Date: November 1, 2023

Witnessed By:

San Bernardino County Transportation Authority

Contract No: 19-1002195 Amendment No.: 1

Contract Class: Payable Department: Fund Administration

Vendor No.: 02201 Vendor Name: City of Twentynine Palms

Description: Split Rock Ave Bridge at Flood Control Channel Project Funding Agreement

Dollar Amount							
Original Contract		\$	285,560.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	26,998.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	312,558.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	312,558.00

Board of Directors Date: 11/01/2023 Board Item # 10054

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

Estimated Start Date:	07/10/2019	Expiration Date:	12/31/2023	Revised Expiration Date:	12/31/2025
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NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

[illegible]

Parent Contract	PM Description
Z-Related Contracts	

Marc Lucius

Project Manager (Print Name)

Andrea Zureick

Task Manager (Print Name)

Additional Notes: Project Acctg Code: 0516.020.237.54840

AMENDMENT NO. 1 TO PROJECT FUNDING AGREEMENT NO. 19-1002195

FOR

SPLIT ROCK AVE BRIDGE AT FLOOD CONTROL CHANNEL PROJECT

(CITY OF TWENTYNINE PALMS)

THIS Amendment No. 1 to Project Funding Agreement 19-1002195 ("Agreement") is made and entered into by and between the City of Twentynine Palms ("CITY") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and CITY are each a "Party" and collectively "Parties."

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Morongo Basin Subarea transportation planning partners have identified projects eligible for funding from Measure I 2010-2040 Morongo Basin Subarea Major Local Highway Projects Program ("MLHP") funds; and
- B. The Split Rock Avenue Bridge at Flood Control Channel Project ("PROJECT") is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- C. The Parties entered into Project Funding Agreement No. 19-1002195 on or about July 10, 2019, to allocate \$285,560 in Measure I MLHP funds to partially fund the Construction Phase; and
- D. CITY has identified a need of an additional \$26,998 to fully fund the Construction Phase; and
- E. CITY has requested updates to Attachment A: Description of Project and Milestones and Attachment B: Summary of Estimated Costs; and
- F. CITY has requested an extension of the Agreement termination date to December 31, 2025.

NOW, THEREFORE, the Parties agree to the following:

- 1. Paragraph 1 of Section I is deleted in its entirety and replaced with the following:
 - "1. To reimburse CITY for the actual cost of the PROJECT up to a maximum of \$312,558 in MLHP funds. An estimate of costs for the PROJECT is provided in Attachment B. SBCTA shall have no further responsibilities to provide any funding for the PROJECT exceeding this amount unless an amendment to this Agreement is approved by both Parties."
- 2. Paragraph 2 of Section II is deleted in its entirety and replaced with the following:

- “2. To be responsible for expending that portion of allocated MLHP funds on eligible PROJECT expenses for an amount not to exceed \$312,558 in MLHP funds unless this Agreement is amended in writing to approve increasing PROJECT costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT by CITY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA's guidelines.”
3. Paragraph 4 of Section II is deleted in its entirety and replaced with the following:
- “4. To prepare and submit to SBCTA electronic signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to SBCTA as frequently as monthly.”
4. Paragraph 8 of Section III is deleted in its entirety and replaced with the following:
- “8. This Agreement will be considered terminated upon reimbursement of eligible costs by SBCTA or December 31, 2025, 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 described in Attachment A has not been initiated by CITY within twelve (12) months of the Effective Date of this Agreement.”
5. Attachment A to the Agreement is replaced with the Revised Description of Project and Milestones attached to this Amendment.
6. Attachment B to the Agreement is replaced with the Revised Summary of Estimated Costs attached to this Amendment.
7. Except as amended by this Amendment No. 1, all other terms and conditions of the Agreement shall remain in full force and effect and are incorporated herein by this reference.
8. The Recitals set forth above are incorporated herein by this reference.
9. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original, and may be signed and transmitted with electronic signatures which shall be binding on the Party.
10. This Amendment No. 1 shall be effective on the date executed by SBCTA.

---SIGNATURES ON FOLLOWING PAGE---

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF TWENTYNINE PALMS

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

By: _____
Frank Luckino
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
SBCTA General Counsel

By: _____
Patrick Munoz
City Attorney

Date: _____

Date: _____

Attachment: 19-1002195-01 (10054 : Amendment No. 1 to Funding Agreement No. 19-1002195 with the City of Twentynine Palms t)

ATTACHMENT A

SPLIT ROCK AVE BRIDGE AT FLOOD CONTROL CHANNEL PROJECT Description of Project and Milestones

Project Title	
Split Rock Avenue Bridge	
Location, Project Limits, Description, Scope of Work, Legislative Description	
The City of Twentynine Palms is proposing to replace a two lane low water crossing on Split Rock Avenue (just north of State Route 62) with a new two lane bridge over the Twentynine Palms Flood Control Channel (29FCC).	
Project Milestone	Proposed
Project Study Report Approved	April 2015
Begin Environmental (PA&ED) Phase	January 2015
Circulate Draft Environmental Document	March 2016
Draft Project Report	June 2017
End Environmental Phase (PA&ED Milestone)	March 2018
Begin Design (PS&E) Phase	January 2016
End Design Phase (Ready to List for Advertisement Milestone)	December 2019
Begin Right of Way Phase	March 2018
End Right of Way Phase (Right of Way Certification Milestone)	March 2023
Begin Construction Phase (Contract Award Milestone)	March 2024
End Construction Phase (Construction Contract Acceptance Milestone)	March 2025
Begin Closeout Phase	May 2025
End Closeout Phase (Closeout Report)	August 2025

ATTACHMENT B

SPLIT ROCK AVE BRIDGE AT FLOOD CONTROL CHANNEL PROJECT Revised Summary of Estimated Costs

Phase	Total Cost	Federal Highway Bridge Program (HBP) Funds	SBCTA Funds (1)	CITY Funds
Engineering (PA/ED & PS&E)	\$476,775	\$422,089	\$0	\$54,686
Right-of-way	\$30,000	\$26,559	\$0	\$3,441
Construction	\$2,725,000	\$2,412,442	\$312,558	\$0
TOTAL	\$3,231,775	\$2,861,090	\$312,558	\$58,127

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.

Minute Action

AGENDA ITEM: 16

Date: November 1, 2023

Subject:

State Route 62 Street Widening (Phase 2B) Project Funding Agreement No. 24-1003045

Recommendation:

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

A. Allocate \$495,000 in Measure I Morongo Basin Subarea Major Local Highway Projects (MLHP) Program funds to the City of Twentynine Palms for the State Route (SR) 62 Street Widening (Phase 2B) Project.

B. Approve Funding Agreement No. 24-1003045 with the City of Twentynine Palms for the SR 62 Street Widening (Phase 2B) Project in the amount of \$5,370,000, to be funded with \$495,000 in MLHP funds, \$4,500,000 in State Transportation Improvement Program funds, and \$375,000 in City funds.

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 Morongo Basin Subarea. In April 2009, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) 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 Twentynine Palms (City) has requested a funding allocation from the Measure I Morongo Basin Subarea Major Local Highway Projects (MLHP) Program for their high priority project, the State Route (SR) 62 Street Widening (Phase 2B) Project (Project). The Project generally consists of the construction of curbs, gutters, sidewalks, and raised medians along SR 62 from Encelia Avenue to Larrea Avenue; limited street widening on the north side of SR 62; and the widening of the box culvert over the San Bernardino County Flood Control District Twentynine Palms wash. This includes grading, pavement grinding, utility adjustment, asphalt concrete paving, signing and striping. The Project is scheduled to begin the Plans, Specifications, and Estimates (PS&E) phase in November 2023 and is expected to begin construction activity in July 2026. The City's request for funding allocation meets the eligibility requirements for MLHP as defined by the Rural Mountain/Desert Subareas MLHP Measure I 2010-2040 Strategic Plan Policy No. 40017.

The Project was identified for funding as the top Regional Priority for the Morongo Basin Subarea in the 2021 update to the 10-Year Delivery Plan. The estimated cost for the Project is \$5,370,000, of which the SBCTA contribution is \$4,995,000 consisting of \$4,500,000 in State Transportation Improvement Program (STIP) funds, which is being proposed for adoption by the California Transportation Commission in March 2024 per Board approval in Entity: San Bernardino County Transportation Authority

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September 2023, and \$495,000 in MLHP funds. Staff recommends approval of the allocation as sufficient funding capacity exists in the MLHP to support the requested 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 October 20, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

Responsible Staff:

Marc Lucius, Management Analyst II

Approved
Board of Directors
Date: November 1, 2023

Witnessed By:

Contract No:	<u>24-1003045</u>	Amendment No.:	<u></u>
Contract Class:	<u>Payable</u>	Department:	<u>Fund Administration</u>
Vendor No.:	<u>02201</u>	Vendor Name:	<u>City of Twentynine Palms</u>
Description:	<u>SR 62 Street Widening Project Phase 2B Funding Agreement</u>		

Dollar Amount							
Original Contract		\$	495,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment				Current Amendment		\$	-
Total/Revised Contract Value		\$	495,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	495,000.00

Board of Directors Date: 11/01/2023 Board Item # 10055

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

Estimated Start Date: 11/01/2023 Expiration Date: 12/31/2027 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	

Marc Lucius

Project Manager (Print Name)

Andrea Zureick

Task Manager (Print Name)

Additional Notes: Project Acctg Code: 0516.020.251.54840; Project proposed to receive \$4,500,000 in State Transportation Improvement Program (STIP) funds not accounted for above as those funds would be received by the City from Caltrans.

PROJECT FUNDING AGREEMENT NO. 24-1003045

FOR

STATE ROUTE 62 STREET WIDENING (PHASE 2B) PROJECT

(CITY OF TWENTYNINE PALMS)

THIS Project Funding Agreement (“AGREEMENT”) is made and entered into by and between the City of Twentynine Palms ("CITY") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and CITY are each a “Party” and collectively “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Morongo Basin Subarea transportation planning partners have identified projects eligible for funding from Measure I 2010-2040 Morongo Basin Subarea Major Local Highway Projects Program ("MLHP") funds; and
- B. The State Route 62 Street Widening (Phase 2B) Project (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- C. SBCTA has determined that the PROJECT is eligible to receive Measure I 2010-2040 Morongo Basin Subarea MLHP funds; and
- D. The proposed PROJECT will consist of the construction of curbs, gutters, sidewalks, and raised medians along State Route 62 from Encelia Avenue to Larrea Avenue; limited street widening on the north side of State Route 62; and the widening of the box culvert over the San Bernardino County Flood Control District Twentynine Palms wash; and
- E. On September 9, 2023, the SBCTA Board of Directors approved proposed programming of \$4,500,000 in State Transportation Improvement Program funds for the Construction Phase of the PROJECT, which is subject to approval by the California Transportation Commission in March 2024; and
- F. CITY identified a need of \$495,000 in Measure I 2010-2040 Morongo Basin Subarea MLHP funds to complete Project Approval and Environmental Documentation (PA&ED), Plans, Specifications, and Estimate (PS&E), Right-of-Way (ROW), and Construction Phases of the PROJECT; and
- G. PROJECT WORK is defined as the PA&ED, PS&E, ROW, and Construction Phases; and
- H. This AGREEMENT is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan as adopted by SBCTA; 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.

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 \$495,000 in Measure I 2010-2040 Morongo Basin Subarea 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 I 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. To assist CITY in securing \$4,500,000 in State or Federal funds for the Construction Phase of PROJECT.
4. 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.
5. 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 \$495,000 in Measure I 2010-2040 Morongo Basin Subarea 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 secure all necessary State and Federal authorizations that are required before releasing an invitation for bids for the Construction Phase of PROJECT.
4. To abide by all applicable SBCTA, CITY, State and Federal laws, regulations, policies and procedures pertaining to the PROJECT WORK.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. In the case that Measure I 2010-2040 Morongo Basin Subarea MLHP funds are used in the Construction Phase of the PROJECT, to include in all contracts between CITY and contractors for the Construction Phase 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:

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, 2027, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9, and 10 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. The Recitals to this AGREEMENT are true and correct and are incorporated into this AGREEMENT.
11. Attachment A (Description of Project and Milestones) and Attachment B (Summary of Estimated Costs) are attached to and incorporated into this AGREEMENT.
12. The AGREEMENT may be signed in counterparts, each of which shall constitute an original.
13. 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 TWENTYNINE PALMS

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

Date: _____

By: _____
Frank Luckino
City Manager

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
SBCTA General Counsel

Date: _____

By: _____
Patrick Munoz
City Attorney

Date: _____

Attachment: 24-1003045 - PDF (10055 : SR 62 Street Widening (Phase 2B) Project Funding Agreement No. 24-1003045)

ATTACHMENT A

STATE ROUTE 62 STREET WIDENING (PHASE 2B) PROJECT Description of Project and Milestones

Project Title	
State Route 62 Street Widening (Phase 2B) Project	
Location, Project Limits, Description, Scope of Work, Legislative Description	
The project will construct curbs, gutters, sidewalks, and raised medians on SR62 from Encelia Ave to Larrea Ave. Project includes minor widening on the north side of SR 62 and widening of the box culvert over the San Bernardino County Flood Control District Twentynine Palms wash.	
Project Milestone	Proposed
Project Study Report Approved	10/10/2010
Begin Environmental (PA&ED) Phase	01/01/2011
Circulate Draft Environmental Document	06/05/2013
Draft Project Report	11/04/2013
End Environmental Phase (PA&ED Milestone)	03/22/2019
Update/Revalidate Environmental Document and Begin Design (PS&E) Phase	11/01/2023
End Design Phase (Ready to List for Advertisement Milestone)	03/01/2025
Begin Right of Way Phase	03/01/2025
End Right of Way Phase (Right of Way Certification Milestone)	03/01/2026
Begin Construction Phase (Contract Award Milestone)	07/30/2026
End Construction Phase (Construction Contract Acceptance Milestone)	06/30/2027
Begin Closeout Phase	07/01/2027
End Closeout Phase (Closeout Report)	11/01/2027

ATTACHMENT B

STATE ROUTE 62 STREET WIDENING (PHASE 2B) PROJECT Revised Summary of Estimated Costs

Phase	Total Cost	SBCTA Funds (1)	CITY Funds
Project Approval and Environmental Documentation	\$400,000	\$25,000	\$375,000
Plans, Specifications, and Estimate	\$350,000	\$350,000	\$0
Right-of-way	\$120,000	\$120,000	\$0
Construction	\$4,500,000	\$4,500,000	\$0
TOTAL	\$5,370,000	\$4,995,000	\$375,000

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 unless limited by State or Federal programming or authorizations. One hundred percent (100%) of the \$4,500,000 estimated for Construction is programmed with State Transportation Improvement Program (STIP) funds.

Minute Action

AGENDA ITEM: 17

Date: November 1, 2023

Subject:

Adopt Resolution No. 24-010, Approve Bonding Documents to Refund the 2014 Bonds and Award Sole Source Agreements

Recommendation:

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

A. Adopt Resolution No. 24-010, authorizing the issuance and sale of sales tax revenue refunding bonds and further authorizing the execution and delivery of the Bond Purchase Agreement, Preliminary Official Statement, Sixth Supplemental Indenture, Escrow Agreement and Continuing Disclosure Certificate for the issuance of the 2023A Sales Tax Revenue Refunding Bonds, and any other actions required to close the transaction; and

B. Approve new fund 5026 and task 0968 2023 A Sales Tax Revenue Refunding Bonds; and

C. Approve a budget amendment for Fiscal Year 2023/2024 to record the bond transaction in fund 6111 with estimated bond proceeds of \$96,352,000 and pay the outstanding balance of \$98,115,000 on the 2014 sales tax revenue bonds, and issuance cost of \$450,000.

D. Find that it is in the best interest of the agency to award the **Sole Source** Agreements No. 24-1003074 in the amount of \$68,000 to Fitch Ratings and 24-1003075 to Standard & Poors Global Ratings, Inc. (S&P) in the amount of \$73,500, for Rating Services with an evergreen term, where SBCTA will terminate when the services are no longer needed, for the refunding of the 2014 sales tax revenue bonds.

Background:

In 2004, San Bernardino County voters approved the extension of the Measure I ½ cent sales tax. Ordinance No. 04-01 authorizes the allocation of sales tax to the Valley and Mountain-Desert areas and establishes the expenditure plan. San Bernardino County Transportation Authority (SBCTA) presented to the Board of Directors (Board) an update to the ten-year delivery plan to identify the projects to be constructed and delivered over the next ten years and bonding for new money will not be required until 2026.

On March 7, 2012, the Board adopted Resolution No. 12-008 that authorized the issuance of sales tax revenue bonds to expedite projects identified in the Cajon Pass, Valley, and Mountain/Desert Expenditure Plan. The 2014 Series A Bonds were issued in March 2014 in the original principal amount of \$102,785,000 with a final maturity in March 2040. Currently, the 2014 Series A Bonds are outstanding in the amount of \$98,115,000 and have a call provision that allows SBCTA to call and refinance all or part of the remaining bonds on or after March 1, 2024, at the option of SBCTA. Given the potential of interest cost savings, SBCTA intends to exercise that call option and refinance the remaining bonds through the issuance of new Series 2023A Refunding Bonds to reduce the interest cost on the bonds. The final maturity on the new refunding bonds will remain 2040.

Resolution No. 24-010 authorizes the issuance and sale of 2023A Sales Tax Revenue Refunding Bonds and delivery of a Sixth Supplemental Indenture, bond purchase contract, official statement, a continuing disclosure certificate, an escrow agreement and all other actions

Entity: San Bernardino County Transportation Authority

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necessary in connection to execute the refunding of the 2014 Series A Bonds. The issuance of the bonds will secure a lower interest rate to refund the balance of the 2014 Series A Bonds and cover financing costs for fees from the financing team and other costs associated with the refunding. The financing team includes PFM Financial Advisors serving as financial advisor and Stradling Yocca Carlson & Rauth serving as bond and disclosure counsel. The rating agencies are Fitch Ratings, Inc. and Standard and Poor's Global Ratings, the selected underwriter is BofA Securities Inc., and the trustee and escrow agent is US Bank Trust Company, National Association. The Sixth Supplemental Indenture delineates the responsibilities of SBCTA and the trustee to comply with debt covenants and financial and reporting requirements. The bond purchase contract is between SBCTA and the underwriter, BofA Securities Inc., and delineates the duties and responsibilities of the underwriter and discloses the underwriter's fee. The official statement is a document issued by SBCTA disclosing intent to sell bonds to potential buyers and providing all the information deemed necessary for investors to make an informed decision on our offered securities, as prescribed by the Securities and Exchange Commission. The escrow agreement is between SBCTA and the escrow agent to hold the refunding bond proceeds (in cash or investments) in an escrow and apply the funds in full and on time to redeem the refunded portion of the 2014 bonds.

The current market conditions reflect a volatile and climbing interest rate environment coupled with continued high demand for highly rated, tax exempt bonds.

Amortization Structure	Uniform Savings
Average Coupon	5.00%
Average Life	10.4 Years
Par Refunded	\$98,115,000
Refunding Par	\$87,855,000
TIC	3.85%
Arbitrage Yield	3.64%
Escrow Yield	5.59%
NPV Savings (\$)	\$6,329,185
NPV Savings (%)	6.45%
Gross Savings	\$8,323,636

The estimated refunding net present value savings is approximately \$6.3 million, or 6.45% of par value. SBCTA's Debt Policy No. 20300 establishes a minimum savings threshold ranging from 1% to 5%; current market conditions exceed our minimum threshold. This assumes a coupon rate of 5% on the refunding bonds, an average life of 10.4 years, and a matched-maturity structure which uniformly reduces debt service relative to the refunded bonds.

Recommendation A is required to proceed with the closing of the refunding of the 2014 Series A Bonds to reduce interest cost and includes adoption of Resolution No. 24-010 and approval of bond documents as described above and all other actions required to close the transaction. The official statement is in draft form since there may be minor updates before it gets posted and the bond purchase contract, continuing disclosure certificate, escrow agreement and Sixth Supplemental Indenture will be finalized when pricing is complete, which is expected to take place in December or early 2024. Staff and Consultants will have flexibility in determining when to sell the bonds to maximize savings.

San Bernardino County Transportation Authority

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Recommendation B is to approve new fund 5026 and task 0968 (2023A Sales Tax Revenue Refunding Bonds) to record the interest, principal, and trustee fees on the new bonds, and fund 6111 and task 0980 (sales tax revenue refunding) to record the issuance of the new bonds, payoff of the 2014 Series A Bonds, and cost of issuance, which includes legal, financial advisor, underwriter, rating agencies, trustee, verification agent, printing and other fees.

Recommendation C is to approve a budget amendment to record the bond proceeds estimated at \$96,352,000 (including premium estimated at \$8,497,000 million) and costs in connection with the issuance of the bonds estimated at \$450,000, to be recorded in fund 6111.

Recommendation D is to approve Contract No. 24-1003074, between San Bernardino County Transportation Authority and Fitch Ratings and Contract No. 24-1003075 with Standard & Poors Global Ratings, Inc.(S&P) to issue credit ratings and annual surveillance for the Sales Tax Revenue Refunding Bonds, Series 2023A. Award of sole source contracts is allowed under Section VI.A.2 of Policy No. 11000, which provides an exception to the competitive process for instances based upon a requirement for unique qualifications, the existence of significant time constraints, substantial duplication of costs, and/or in certain instances of demonstrated experience. Fitch and S&P were selected as they previously provided the ratings for the current sales tax revenue bonds and also the commercial paper program. Also per Policy No. 11000, Section IV.B.4., the maximum term for procurement contracts shall be no more than five (5) years unless otherwise authorized by the SBCTA Board. Since Fitch and S&P will not agree to a limited term, it is in SBCTA's best interest to accept the evergreen terms so as to avoid disruption of the debt refinancing. Per the terms of the agreements, SBCTA can terminate at any time.

It is in the best interest of the agency to approve these sole source agreements and their evergreen terms. The bond ratings and annual surveillance are an important component when issuing debt because the ratings alert investors to the quality and stability of the debt instrument. That is, the ratings greatly influence interest rates, investment appetite, and bond pricing. Staff requests approval of the agreements so the firms may issue ratings and conduct surveillance on the 2023A sales tax revenue bonds.

Financial Impact:

This item is not consistent with the Fiscal Year (FY) 2023/2024 Budget. Recommendation C is to amend the FY 2023/2024 Budget in program 60 to add fund 6111 to record estimated bond proceeds of \$96,352,000 and pay the outstanding balance of the 2014 sales tax revenue bonds of \$98,115,000 and the issuance cost of \$450,000.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. This item is being directly presented to this body because California Government Code requires an agenda item involving borrowing to be presented as a discussion item. SBCTA General Counsel has reviewed this item with the attached resolution and bond documents.

Responsible Staff:

Hilda Flores, Chief Financial Officer

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Approved
Board of Directors
Date: November 1, 2023
Witnessed By:

San Bernardino County Transportation Authority

RESOLUTION NO. 24-010

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$94,000,000 AGGREGATE PRINCIPAL AMOUNT OF SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY SALES TAX REVENUE REFUNDING BONDS (LIMITED TAX BONDS), THE EXECUTION AND DELIVERY OF A SIXTH SUPPLEMENTAL INDENTURE, ESCROW AGREEMENT, PURCHASE CONTRACT, OFFICIAL STATEMENT AND CONTINUING DISCLOSURE CERTIFICATE AND THE TAKING OF ALL OTHER ACTIONS NECESSARY IN CONNECTION THEREWITH

WHEREAS, the San Bernardino County Transportation Authority (the “Authority”) is a county transportation authority duly organized and existing pursuant to the San Bernardino County Transportation Authority Consolidation Act of 2017, being Chapter 7 of Division 12 of the Public Utilities Code of the State of California (Section 130800 et seq.) (as amended from time to time hereafter, the “Authority Act”) and is authorized pursuant to the Authority Act and the Local Transportation Authority and Improvement Act (the “Act”), being Division 19 of the Public Utilities Code of the State of California (Section 180000 et seq.) to, among other things, and with voter approval, levy a retail transactions and use tax in accordance with the provisions of Chapter 5 of the Act (Section 180200 et seq.) and Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code (the “Sales Tax Law”);

WHEREAS, the Authority adopted Ordinance No. 89-1, named the “Transportation Expenditure Plan and Retail Transactions and Use Tax Ordinance” (as further amended and supplemented, “Ordinance No. 89-1”), on August 2, 1989, pursuant to the provisions of the Act, which Ordinance No. 89-1 provided for the imposition of a retail transactions and use tax (the “Sales Tax”) applicable in the incorporated and unincorporated territory of the County of San Bernardino (the “County”) in accordance with Chapter 5 of the Act and the Sales Tax Law at the rate of one-half of one percent (1/2%) for a period not to exceed twenty (20) years;

WHEREAS, by its terms, Ordinance No. 89-1 became effective at the close of the polls on November 7, 1989, the day of the election at which the proposition imposing the Sales Tax was approved by a majority vote of the electors voting on the measure, and the collection of the Sales Tax commenced on April 1, 1990;

WHEREAS, the Authority adopted Ordinance No. 04-01, named “An Ordinance Providing for the Continuation of a One-Half of One Percent Retail Transactions and Use Tax by the San Bernardino County Transportation Authority for Local Transportation Purposes and the Transportation Expenditure Plan” (the “Ordinance”) on June 2, 2004, pursuant to the provisions of the Act, which Ordinance provides for the continued imposition of the Sales Tax applicable in the incorporated and unincorporated territory of the County in accordance with the provisions of Chapter 5 of the Act and the Sales Tax Law at the rate of one-half of one percent (1/2%) for a period not to exceed thirty (30) years beginning April 1, 2010;

WHEREAS, the Ordinance became effective at the close of the polls on November 2, 2004, the day of the election at which the proposition providing for the continued imposition of the Sales Tax was approved by more than two-thirds of the electors voting on the measure;

WHEREAS, the Authority is authorized by the Authority Act, the Act, the Ordinance and Article 10 and Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Section 53570 *et seq.*) (the “Refunding Bond Law”) to issue from time to time limited tax bonds authorized by voters concurrently with the approval of the Sales Tax, secured and payable in whole or in part from revenues of the Sales Tax (“Sales Tax Revenues”), in an aggregate principal amount at any one time outstanding not to exceed the estimated proceeds of the Sales Tax, for capital outlay expenditures for transportation purposes as set forth in the Act and the Ordinance, including to carry out the transportation projects described in the San Bernardino County Transportation Authority Expenditure Plan adopted as part of the Ordinance (including any amendments thereto, the “Expenditure Plan”);

WHEREAS, the Authority has heretofore issued \$110,135,000 aggregate principal amount of its Sales Tax Revenue Bonds (Limited Tax Bonds), 2014 Series A (the “2014 Bonds”), pursuant to an Indenture dated as of March 1, 2012 (as amended from time to time, the “Indenture”), as amended and supplemented by a Second Supplemental Indenture, dated as of March 1, 2014, each entered into by the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”);

WHEREAS, the 2014 Bonds are currently outstanding in the aggregate principal amount of \$98,115,000;

WHEREAS, in order to provide funds to refund all or a portion of the outstanding 2014 Bonds (the “Refunded 2014 Bonds”), the Authority hereby determines to issue one or more new series or subseries of limited tax bonds, in an aggregate principal amount not to exceed ninety-four million dollars (\$94,000,000), which is the estimated cost of accomplishing the purposes for which such limited tax bonds are being issued and which amount does not exceed the amount of limited tax bonds which the Authority is authorized to issue pursuant to the Act and the Authority Act, and the Authority has determined that such bonds shall be secured by a lien on the Sales Tax Revenues collected pursuant to the Ordinance and the Sales Tax Law, and shall be designated, subject to changed or additional series and subseries designations, as the “San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds) 2023 Series A” (the “Bonds”);

WHEREAS, the Authority hereby further determines that the Bonds shall be issued pursuant to the Indenture, as supplemented to date, and a Sixth Supplemental Indenture (the “Sixth Supplemental Indenture”), which Sixth Supplemental Indenture is proposed to be entered into by the Authority and the Trustee;

WHEREAS, the proceeds of the Bonds will be applied pursuant to the provisions of the Act, the Authority Act, the Ordinance, the Refunding Bond Law, the Expenditure Plan and the Indenture, including as supplemented by the Sixth Supplemental Indenture as finally executed and delivered, for the following purposes: (i) to refund and defease the Refunded 2014 Bonds and (ii) to pay costs incurred in connection with the issuance of such Bonds;

WHEREAS, in order to effect the refunding and defeasance of the Refunded 2014 Bonds, the Authority proposes to enter into an escrow agreement (the “Escrow Agreement”) with U.S. Bank Trust Company, National Association, as escrow agent;

WHEREAS, in order to set forth the terms of sale of the Bonds, the Authority proposes to enter into a bond purchase agreement (the “Purchase Contract”) with BofA Securities, Inc. (the

“Underwriter”), and, in order to facilitate the offering of the Bonds; the Authority proposes to execute and deliver an official statement (the “Official Statement”) describing the Bonds and certain related matters;

WHEREAS, the Authority has appointed PFM Financial Advisors LLC as municipal advisor to the Authority (the “Municipal Advisor”), and has retained Stradling Yocca Carlson & Rauth, a Professional Corporation, as bond counsel and disclosure counsel to the Authority;

WHEREAS, the Authority has been presented with proposed forms of Sixth Supplemental Indenture, Purchase Contract, Continuing Disclosure Certificate, the Escrow Agreement and the Official Statement in preliminary form (the “Preliminary Official Statement”) relating to the financing described herein (the “Financing”), and the Authority has examined and approved each document and desires to authorize and direct the execution of such documents as are specified herein and such other documents as are necessary or advisable in connection with the Financing and to authorize and direct the consummation of the Financing; and

WHEREAS, in compliance with SB 450, the Authority has obtained from the Municipal Advisor the required good faith estimates and such estimates are disclosed and set forth in Exhibit A attached hereto; and

WHEREAS, all acts, conditions and things required by the Act, the Authority Act, the Sales Tax Law, the Ordinance, the Refunding Bond Law, the Expenditure Plan, and the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the Financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to authorize such Financing, including the issuance of the Bonds pursuant to the Indenture and Sixth Supplemental Indenture, and to authorize the execution of the Sixth Supplemental Indenture, the Purchase Contract, the Escrow Agreement, the Official Statement and the Continuing Disclosure Certificate for the purposes, in the manner and upon the terms provided;

NOW, THEREFORE, BE IT RESOLVED BY THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY as follows:

Section 1. The Authority finds and determines that the foregoing recitals are true and correct.

Section 2. The issuance by the Authority of not to exceed \$94,000,000 aggregate principal amount of San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2023 Series A, in accordance with the provisions set forth in the Sixth Supplemental Indenture, in one or more series or subseries or additional series and subseries designations, as applicable, is hereby authorized and approved.

Section 3. The proposed form of Sixth Supplemental Indenture presented to this meeting and the terms and conditions thereof are hereby approved. The structure, date, maturity date or dates (not to exceed March 1, 2040), fixed interest rate or rates (such rates not to exceed a maximum of 5.25% per annum) or methods of determining the same, principal and interest payment dates, forms, registration and conversion and exchange privileges, if any, place or places of payment, terms of redemption, mandatory purchase, authorized denominations of \$5,000 or integral multiples thereof,

series and sub-series designations, form of bonds and other terms of the Bonds shall be (subject to the foregoing limitations) as provided in the Indenture and the Sixth Supplemental Indenture as it is finally executed and delivered.

The Executive Director of the Authority (the “Executive Director”) and the Chief Financial Officer of the Authority (the “Chief Financial Officer” and, together with the Executive Director, referred to herein as an “Authorized Officer”) are singly hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Sixth Supplemental Indenture, in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof

Section 4. The proposed form of Purchase Contract presented to this meeting and the terms and conditions thereof are hereby approved. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, (i) to sell the Bonds pursuant to the Purchase Contract to the Underwriter, and (ii) to execute and deliver a Purchase Contract, in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof, provided that: (i) the Underwriter's compensation set forth therein shall not exceed 0.50% of the principal amount of the Bonds, (ii) the true interest cost (“TIC”) to the Authority of the Bonds shall not exceed 4.75%, and (iii) the issuance and delivery of the Bonds will result in aggregate net present value savings with respect to the refunding of the Refunded 2014 Bonds of not less than 4.00%, in compliance with the Authority’s debt management policy.

Section 5. The proposed form of Escrow Agreement presented to this meeting and the terms and conditions thereof are hereby approved. An Authorized Officer is hereby authorized and directed, for and in the name of the Authority, to execute and deliver the Escrow Agreement, in substantially said form, with such changes therein as the officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. The proposed form of Preliminary Official Statement presented to this meeting is hereby approved, and an Authorized Officer is hereby authorized and directed to append the Authority’s Annual Comprehensive Financial Report for the year ended June 30, 2022 to such Preliminary Official Statement. An Authorized Officer is hereby authorized and directed to execute and deliver to the Underwriter a certificate deeming final the Preliminary Official Statement, in substantially the form presented to this meeting and with such changes as the Authorized Officer approves in the interest of the Authority, within the meaning of Securities Exchange Commission Rule 15c2-12. The Underwriter is hereby authorized to distribute the Preliminary Official Statement in the form so deemed final by the Authorized Officer. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver a final Official Statement, in substantially said form, including the Authority's Annual Comprehensive Financial Report for the year ended June 30, 2022 appended thereto by an Authorized Officer, and with such changes therein as the officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 7. The proposed form of Continuing Disclosure Certificate presented to this meeting is hereby approved. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Continuing Disclosure Certificate, in substantially said form, with such changes therein as such officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 8. All approvals, consents, directions, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, including, without limitation, any amendment of any of the documents authorized by this Resolution or any other agreement related thereto, or any reserve facility, any investment of proceeds of the Bonds, or in connection with the addition, substitution or replacement of underwriters, or any agreements with paying agents, the removal or replacement of the Trustee or any similar action may be given or taken by an Authorized Representative (as such term is defined in the Indenture), without further authorization or direction by this Board, and each Authorized Representative is hereby authorized and directed to give any such approval, consent, direction, notice, order, request, or take other action and to execute such documents which such Authorized Representative or Director may deem necessary or desirable to further the purposes of this Resolution.

Section 9. All actions heretofore taken by the officers and agents of the Authority with respect to the Financing, the refunding of the Refunded 2014 Bonds and the issuance and sale of the Bonds are hereby ratified, confirmed and approved. If at the time of execution of any of the documents authorized herein, the Executive Director is unavailable, such documents may be executed by the Deputy Executive Director of the Authority or the Chief Financial Officer in lieu of the Executive Director. The Chief Financial Officer of the Authority shall act as the Auditor-Controller of the Authority for execution of the Bonds. The Clerk of the Board of the Authority is hereby authorized to attest to the execution by the President or Executive Director or the Deputy Executive Director or the Chief Financial Officer of any of such documents as said officers deem appropriate.

The proper officers, directors and agents of the Authority are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to adopt written procedures relating to its bonds and to do any and all things, attend rating agency presentations and take any and all actions and execute and deliver any and all agreements, certificates and documents, including, without limitation, signature certificates, certificates concerning the contents of the Official Statement and the representations and warranties in the Purchase Contract, any tax certificates or agreements, any agreements for depository or verification services, and any agreements for rebate compliance services, which they, or any of them, may deem necessary or advisable in order to consummate the Financing and the issuance and sale of the Bonds and otherwise to carry out, give effect to and comply with the terms and intent of the Ordinance, this Resolution, the Bonds and the documents approved hereby.

Section 10. This Resolution shall take effect from and after the date of approval and adoption hereof.

APPROVED AND ADOPTED by the San Bernardino County Transportation Authority at its meeting on November 1, 2023.

Dawn M. Rowe, President
San Bernardino County Transportation Authority

ATTEST:

Marleana Roman, Clerk of the Board
San Bernardino County Transportation Authority

Attachment: Resolution 24-010 of Issuance (SBCTA 2023 Bonds) 4857-8087-1042_5 (10050 : Adopt Reso No. 24-010, Approve Bonding

CERTIFICATE OF THE CLERK OF THE BOARD OF DIRECTORS OF THE SAN
BERNARDINO COUNTY TRANSPORTATION AUTHORITY

I, Marleana Roman, Clerk of the Board of Directors of the San Bernardino County Transportation Authority (the "Authority"), hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted by at least a majority vote of the Authority at a meeting of the governing board of said Authority duly and regularly held in San Bernardino, California, on November 1, 2023, of which meeting all of the members of said Authority had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

I further certify that an agenda of said meeting was posted at least 72 hours before said meeting online at a public website or at a location in San Bernardino, California, freely accessible to the public and a brief general description of the resolution to be adopted at said meeting appeared on said agenda.

IN WITNESS WHEREOF, I have executed this certificate hereto as of this date, _____, 2023.

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

EXHIBIT A

SB 450 GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the Authority by PFM Financial Advisors LLC, the Authority's municipal advisor (the "Municipal Advisor").

Principal Amount. The Municipal Advisor has informed the Authority that, based on the Authority's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is \$87,855,000 (the "Estimated Principal Amounts").

True Interest Cost of the Bonds. The Municipal Advisor has informed the Authority that, assuming that the respective Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 3.85%.

Finance Charge of the Bonds. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is \$431,256.

Amount of Proceeds to be Received. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the Authority for sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any capitalized interest on the Bonds paid or funded with proceeds of the Bonds, is \$95,920,917.

Total Payment Amount. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the Authority will make to pay debt service on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the respective proceeds of the Bonds, calculated to the final maturity of the Bonds, is \$133,604,129

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates on October 12, 2023. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the respective Estimated Principal Amounts, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual

market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the Authority's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the Authority based on various factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the Authority.

NP DRAFT 10/18

\$[_____]
**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
 SALES TAX REVENUE REFUNDING BONDS (LIMITED TAX BONDS),
 2023 SERIES A**

BOND PURCHASE AGREEMENT

[_____], 2023

San Bernardino County Transportation Authority
 1170 W. 3rd Street, 2nd Floor
 San Bernardino, CA 92410-1715
 Attention: Chief Financial Officer

Ladies and Gentlemen:

BofA Securities, Inc. (the “Underwriter”) hereby offers to enter into this Bond Purchase Agreement with the San Bernardino County Transportation Authority (the “Issuer”) which, upon the Issuer’s acceptance hereof, will be binding upon the Issuer and the Underwriter. This offer is made subject to the written acceptance of this Bond Purchase Agreement by the Issuer and the delivery of such acceptance to the Underwriter or its attorney at or prior to 6:00 p.m., Pacific time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer.

The Underwriter represents and warrants to the Issuer that it has been duly authorized to enter into this Bond Purchase Agreement and to act hereunder by and on behalf of the Underwriter.

1. Definitions. All capitalized terms not defined herein shall have the meanings ascribed to them in the Indenture, as defined below. Unless a different meaning clearly appears from the context, the following words and terms shall have the following meanings, respectively:

“Bonds” shall mean \$[_____] San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2023 Series A.

“Bond Purchase Agreement” shall mean this Bond Purchase Agreement.

“Bond Resolution” shall mean Resolution No. [_____] adopted by the Issuer on [_____] 2023.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State or in New York, New York or a day on which either the Trustee or the Issuer is legally authorized to close.

“Closing Date” shall have the meaning given such term in Section 7 hereof.

“Closing Time” shall mean the time at which payment for and delivery of the Bonds shall occur, as established pursuant to Section 7 hereof.

“Continuing Disclosure Certificate” shall mean the Continuing Disclosure Certificate dated [December 1], 2023, by and between the Issuer and the Trustee (defined below) as Dissemination Agent.

“County” shall mean the County of San Bernardino.

“End Date” shall have the meaning set forth in Section 2 hereof.

“Indenture” shall mean the Indenture, dated as of March 1, 2012, by and between the Issuer and U.S. Bank National Association (the “Trustee”), as previously amended, and as amended and supplemented by the Sixth Supplemental Indenture, dated as of [December 1], 2023, by and between the Issuer and the Trustee.

“Legal Documents” shall mean the Indenture, the Continuing Disclosure Certificate, and the Tax Certificate.

“Official Statement” shall mean the Official Statement of the Issuer, dated [____], 2023 relating to the Bonds, together with the cover page thereof and all appendices, exhibits, amendments and supplements thereto.

“Preliminary Official Statement” shall mean the Preliminary Official Statement of the Issuer, dated [____], 2023, relating to the Bonds, together with the cover page thereof and all appendices, exhibits, amendments and supplements thereto.

“Rule 15c2-12” shall mean Rule 15c2-12 of the Securities and Exchange Commission, promulgated under the Securities Exchange Act of 1934, as amended.

“Sales Tax” shall have the meaning as defined in the Bond Resolution.

“State” shall mean the State of California.

“Tax Certificate” shall mean the Tax Certificate of the Issuer dated the Closing Date.

2. Use and Preparation of Official Statement; Continuing Disclosure Certificate. The Issuer has heretofore delivered to the Underwriter copies of the Preliminary Official Statement, which the Issuer has deemed final as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The Issuer shall prepare and deliver to the Underwriter, as promptly as practicable, but in no event later than seven (7) business days from the date hereof and at least two (2) business days prior to the Closing Date, whichever occurs first, a final Official Statement, with such changes and amendments as may be agreed to by the Underwriter, in such quantities as the Underwriter may reasonably request in order to comply with paragraph (b)(4) of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board (the “MSRB”). The Issuer shall prepare the Official Statement, including any amendments thereto, in word-searchable PDF format as described in the MSRB’s Rule G-32 to enable the Underwriter to comply with MSRB Rule G-32. The Issuer hereby ratifies, confirms

and approves the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement and hereby authorizes the Underwriter to use and distribute the Official Statement and all information contained therein in connection with the public offering and sale of the Bonds. The Issuer shall prepare the Official Statement, including any amendments thereto, in word-searchable PDF format as described in the MSRB's Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of the Official Statement to the Underwriter no later than one (1) business day prior to the Closing Date to enable the Underwriter to comply with MSRB Rule G-32. The Underwriter agrees to promptly file a copy of the Official Statement, including any supplements prepared by the Issuer, with the MSRB on its Electronic Municipal Markets Access ("EMMA") system. The Issuer shall deliver sufficient copies of the Official Statement to enable the Underwriter to distribute a single copy to any potential customer of the Underwriter requesting an Official Statement during the time period beginning when the Official Statement becomes available and ending on a date referred to herein as the "End Date," which is the date when the Official Statement becomes available through EMMA, but in no event less than 25 days after the end of the underwriting period (as defined in Rule 15c2-12). On the Closing Date the Issuer may assume that the end of the underwriting period has occurred unless otherwise informed in writing by the Underwriter. In any event, the Underwriter shall promptly notify the Issuer of the end of the underwriting period.

The Issuer will undertake pursuant to a Continuing Disclosure Certificate to provide certain annual financial and operating information and certain material event notices. A description of this undertaking is set forth in the Official Statement.

3. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agree to purchase from the Issuer the Bonds for offering to the public, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the \$[] aggregate principal amount of the Bonds at an aggregate purchase price of \$[] (the "Purchase Price"), representing the aggregate principal amount of the Bonds, plus original issue premium of \$[], less an Underwriter' discount of \$[].

4. The Bonds. The principal amounts, maturity dates, interest rates and prices with respect to the Bonds shall be as described in the Official Statement and in Appendix A hereto.

5. Public Offering; Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) The Issuer will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Bonds.

(c) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including,

but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges the Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

6. Use of Documents. The Issuer hereby authorizes the Underwriter to use, in connection with the public offering and sale of the Bonds, this Bond Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Legal Documents, and the information contained herein and therein.

7. Closing. The Closing Time shall be no later than 10:00 a.m., on [December __], 2023, or at such other time or on such later date as shall have been mutually agreed upon by the Issuer and the Underwriter (the “Closing Date”). At the Closing Time, the Issuer will deliver or cause to be delivered the Bonds to the Underwriter through The Depository Trust Company (“DTC”) in definitive or temporary form, duly executed by the Issuer, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the Purchase Price in immediately available funds to the Trustee.

The Bonds will be registered in the name of “Cede & Co.” as nominee of DTC. It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on the Bonds nor any error with respect thereto shall constitute a cause for failure or refusal by the Underwriter to accept delivery of the Bonds in accordance with the terms of this Bond Purchase Agreement.

Delivery of the Bonds will be made through the book-entry system of DTC, and all other actions to be taken at the Closing Time, including the delivery of the items set forth in Section 9 hereof, shall take place at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation (“Bond Counsel”) in Newport Beach, California or at such other place as shall have been mutually agreed upon by the Issuer and the Underwriter.

8. Representations, Warranties and Agreements of the Issuer. The Issuer hereby represents, warrants and agrees with the Underwriter that:

(a) The Issuer has been duly created and is validly existing under the laws of the State and has the power to issue the Bonds pursuant to the Act, the San Bernardino County Transportation Authority Consolidation Act of 2017, being Chapter 7 of Division 12 of the Public Utilities Code of the State of California (Section 130800 et seq.) (as amended from time to time hereafter, the “Authority Act”), the Bond Resolution and the Legal Documents.

(b) The Issuer has full legal right, power and authority under the Constitution and the laws of the State to cause the collection of the Sales Tax, to adopt the Bond Resolution, to enter into the Legal Documents and this Bond Purchase Agreement, and to sell, issue and deliver the Bonds to the Underwriter as provided herein; the Issuer has full legal right, power and authority to perform its obligations under the Bond Resolution, the Bonds, the Legal Documents and this Bond Purchase Agreement, and to carry out and consummate the transactions contemplated thereby and hereby and by the Official Statement; except as described in the Preliminary Official Statement and the Official Statement, the Issuer has complied with, or will at the Closing Time be in compliance with, in all respects material to this transaction, the Constitution, the Act, the Authority Act, the Ordinance and laws of the State, and the terms of the Bond Resolution, the Bonds, the Legal Documents and this Bond Purchase Agreement.

(c) Except as described in the Preliminary Official Statement and the Official Statement, by all necessary official action, the Issuer has duly adopted the Ordinance, which was approved by a majority of the voters in the County on November 3, 1987 and extended by more than a two-thirds vote of the voters in the County voting on such extension on November 2, 2004.

(d) By all necessary official action, the Issuer has duly adopted the Bond Resolution, has duly authorized the preparation and distribution of the Preliminary Official Statement and the preparation, execution and delivery of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance of its obligations under, the Bonds, this Bond Purchase Agreement and the Legal Documents, and the consummation by it of all other transactions contemplated by this Bond Purchase Agreement, the Bond Resolution, and the Legal Documents. When executed and delivered by their respective parties, the Legal Documents and this Bond Purchase Agreement (assuming due authorization, execution and delivery by and enforceability against the other parties thereto) will be in full force and effect and each will constitute legal, valid and binding agreements or obligations of the Issuer, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State.

(e) The Bonds, when issued, authenticated and delivered in accordance with the Bond Resolution and the Indenture, and sold to the Underwriter as provided herein, will constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State, and will be entitled to the benefits of the laws of the State, the Indenture and the Bond Resolution.

(f) All consents, approvals, authorizations, orders, licenses or permits of any governmental authority, legislative body, board, agency or Issuer having jurisdiction of the matter, that are required for the due authorization by, or that would constitute a condition precedent to or the absence of which would materially adversely affect the issuance, delivery or sale of the Bonds and the execution, delivery of and performance of the Legal Documents by the Issuer have been duly obtained (except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds, as to which no representation is made).

(g) Except as described in the Preliminary Official Statement and the Official Statement, the Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either or any judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject (including, without limitation, the Bond Resolution and the Legal Documents), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and the adoption of the Bond Resolution, the issuance, delivery and sale of the Bonds and the execution and delivery of this Bond Purchase Agreement and the Legal Documents and compliance with the Issuer's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, agreement,

mortgage, lease or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption 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 the property or assets of the Issuer or under the terms of any such law, regulation or instruments, except as provided by the Bond Resolution and the Legal Documents.

(h) As of the date hereof, 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 or, to the best of the Issuer's knowledge, threatened against the Issuer: (i) in any way affecting the existence of the Issuer or in any way challenging the respective powers of the several offices or the titles of the officials of the Issuer to such offices; (ii) affecting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, the proceedings authorizing and approving the Sales Tax, the levy or collection of the Sales Tax; (iii) in any way contesting or affecting, as to the Issuer, the validity or enforceability of the Act or the Authority Act, the proceedings authorizing the Sales Tax, the Bond Resolution, the Bonds, the Legal Documents or this Bond Purchase Agreement; (iv) in any way contesting the powers of the Issuer or its authority with respect to issuance or delivery of the Bonds, the adoption of the Bond Resolution, or the execution and delivery of the Legal Documents or this Bond Purchase Agreement, or contesting the power or authority to levy the Sales Tax; (v) contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes; (vi) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any supplement or amendment thereto; or (vii) in any way contesting or challenging the consummation of the transactions contemplated hereby or thereby or that might materially adversely affect the ability of the Issuer to perform and satisfy its obligations under this Bond Purchase Agreement, the Legal Documents or the Bonds; nor to the best of the Issuer's knowledge is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the Act or the Authority Act, the proceedings authorizing the Sales Tax, the Bond Resolution, the Legal Documents or this Bond Purchase Agreement or the performance by the Issuer of its obligations thereunder, or the authorization, execution, delivery or performance by the Issuer of the Bonds, the Bond Resolution, the Legal Documents or this Bond Purchase Agreement.

(i) Between the date hereof and the Closing Time, the Issuer will not, without the prior written consent of the Underwriter, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or in any material amount incur any material liabilities, direct or contingent, except in the course of normal business operations of the Issuer or except for such borrowings as may be described in or contemplated by the Preliminary Official Statement and the Official Statement.

(j) The Issuer will furnish such information, execute such instruments, and take such other action in cooperation with and at the expense of the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Bonds for sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions; and the Issuer will use commercially reasonable efforts to continue such qualification in effect so long as required for distribution of the Bonds;

provided, however, that in no event shall the Issuer be required to take any action which would subject itself to service of process in any jurisdiction in which it is not already so subject, and will provide prompt written notice to the Underwriter of receipt by the Issuer of any written notification with regard to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(k) The Issuer has the legal authority to apply and will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Act, or the Authority Act, the Ordinance, the Bond Resolution and the Indenture, and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(l) The Bonds, when issued, will conform to the description thereof contained in the Preliminary Official Statement (other than the information as to principal amounts, interest rates, redemption provisions and other information subject to change) and the Official Statement under the captions “THE SERIES 2023 BONDS” and Appendix C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE”; the proceeds of the Bonds, when issued, will be applied generally as described in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION — Purpose and Application of Proceeds” and “THE REFUNDING PLAN”; and the Bond Resolution and the Indenture conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(m) The Preliminary Official Statement (other than information allowed to be omitted by Rule 15c2-12) and certain terms of the Bonds left blank or marked preliminary, subject to change, as of its date and as of the date hereof, did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made.

(n) As of the date hereof, and (unless an event occurs of the nature described in paragraph (p) of this Section 8) at all times subsequent thereto, up to and including the Closing Time, the Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements in the Official Statement, in the light of the circumstances under which they are made, not misleading.

(o) If the Official Statement is supplemented or amended pursuant to paragraph (p) of this Section 8, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Time, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(p) The Issuer shall not amend or supplement the Official Statement without the prior written consent of the Underwriter, which shall not be unreasonably withheld. If between the date hereof and the Closing Time, any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material

fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall forthwith prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an amendment of or supplement to the Official Statement in form and substance satisfactory to the Underwriter.

(q) Except as described in the Preliminary Official Statement and the Official Statement, and except for a pledge of Revenues or other funds, in connection with (i) a loan obtained by the Issuer under the Transportation Infrastructure Finance and Innovation Act or (ii) a new or extended credit or liquidity facility supporting the Issuer's commercial paper notes, the Issuer has not granted a lien on or made a pledge of the Revenues or any other funds pledged under the Indenture.

(r) The Issuer is not in default in any material respect on any bond, note or other obligation for borrowed money or under any agreement under which any such obligation is outstanding, and at no time has defaulted in any material respect on any payment obligation with respect to such outstanding bonds, notes or other obligations for borrowed money.

(s) The financial statements of, and other financial information regarding, the Issuer in the Preliminary Official Statement and the Official Statement relating to the receipts, expenditures and cash balances of Revenues by the Issuer as of June 30, 2022, fairly represent the receipts, expenditures and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth. The financial statements of the Issuer have been prepared in accordance with generally accepted accounting principles consistently applied. Except as disclosed in the Preliminary Official Statement and the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the Issuer or in its operations since June 30, 2022 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(t) Prior to the Closing Time, the Issuer will not take any action within or under its control, other than actions in the normal course of operation, that will cause any material adverse change in such financial position, results of operations or condition, financial or otherwise, of the Issuer.

(u) Upon the delivery of the Bonds, the aggregate principal amount of Bonds authorized to be issued under the Indenture, together with all outstanding Parity Debt, will not in combination with all other outstanding debt obligations of the Issuer exceed any limitation imposed by law or by the Indenture.

(v) The sum of the principal of and interest on the Bonds, together with all outstanding Parity Debt and all other outstanding debt obligations of the Issuer, does not exceed the estimated proceeds of the retail transactions and use tax for the period for which the retail transactions and use tax is to be imposed by the Issuer.

(w) Except as otherwise set forth in the Preliminary Official Statement and the Official Statement, the Issuer has complied in all material respects during the previous five years with all previous undertakings required pursuant to Rule 15c2-12.

(x) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions described in this Bond Purchase Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

9. Conditions to the Underwriter's Obligations. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and obligations of the Issuer contained herein and upon the documents and instruments to be delivered at the Closing Time. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement shall be subject to the following conditions:

(a) The representations and warranties of the Issuer contained herein shall be true and correct at the date hereof and true and correct at and as of the Closing Time, as if made at and as of the Closing Time and will be confirmed by a certificate or certificates of the appropriate Issuer official or officials dated the Closing Date, and the Issuer shall be in compliance with each of the agreements and covenants made by it in this Bond Purchase Agreement;

(b) (i) At the Closing Time, the Act, the Authority Act, the Bond Resolution and the Legal Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to by the Issuer and the Underwriter, and (ii) the Issuer shall perform or have performed all of its obligations required under or specified in the Act, the Authority Act, the Bond Resolution, the Legal Documents, this Bond Purchase Agreement, the Preliminary Official Statement and the Official Statement to be performed at or prior to the Closing Time;

(c) As of the date hereof and at the Closing Time, all necessary official action of the Issuer relating to this Bond Purchase Agreement, the Legal Documents, the Preliminary Official Statement and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect;

(d) Subsequent to the date hereof, up to and including the Closing Time, there shall not have occurred any change in or particularly affecting the Issuer, the Act, the Authority Act, the Ordinance, the Sales Tax, the Revenues, or the Bonds as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Underwriter materially impairs the investment quality of the Bonds;

(e) Subsequent to the date hereof, up to and including the Closing Time, the Issuer shall not have suspended or advised the suspension of the collection of the Sales Tax or the escrow of any proceeds thereof, and the General Counsel to the Issuer, shall not have advised the suspension of the collection of the Sales Tax or the escrow of any proceeds thereof other than as disclosed in the Preliminary Official Statement and the Official Statement;

(f) At or prior to the Closing Date, the Underwriter shall receive copies of each of the following documents:

(1) The Official Statement delivered in accordance with Section 2 hereof and each supplement or amendment, if any, executed on behalf of the Issuer by its Executive Director.

(2) An approving opinion of Bond Counsel, dated the Closing Date, as to the validity of the Bonds, the exclusion of interest on the Bonds from federal gross income and the exclusion of interest on the Bonds from State income taxation, addressed to the Issuer substantially in the form attached as Appendix F to the Official Statement, and a reliance letter with respect thereto addressed to the Underwriter.

(3) A supplemental opinion of Bond Counsel, addressed to the Underwriter, to the effect that:

(i) The Bond Purchase Agreement has been duly executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the Underwriter, is valid and binding upon the Issuer, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State of California;

(ii) The statements contained in the Official Statement in the sections entitled "THE SERIES 2023 BONDS" (other than the information concerning DTC and the book-entry system), "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 BONDS", "TAX MATTERS" and APPENDIX C—"DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE—DEFINITIONS," excluding any material that may be treated as included under such captions by cross-reference, insofar as such statements purport to summarize certain provisions of the Indenture, the Bonds, and the form and content of such counsel's opinion attached as Appendix F to the Preliminary Official Statement and the Official Statement, are accurate in all material respects; and

(iii) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "1933 Act") and the Sixth Supplemental Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

(4) A letter, dated the Closing Date and addressed to the Issuer and the Underwriter, from Stradling Yocca Carlson & Rauth, a Professional Corporation, in Newport Beach, California, Disclosure Counsel, substantially in the form attached as Appendix C hereto.

(5) The opinion of Nixon Peabody, LLP, Underwriter's Counsel, addressed to the Underwriter, in form and substance acceptable to the Underwriter, covering such items as the Underwriter may request.

(6) The opinion of the General Counsel to the Issuer, dated the Closing Date, addressed to the Underwriter and the Trustee, to the effect that:

(i) The Issuer has been duly organized and is validly existing under the Constitution and laws of the State of California, and has all requisite power and authority thereunder: (a) to adopt the Bond Resolution, and to enter into, execute, deliver and perform its covenants and agreements under the Legal Documents and the Bond Purchase Agreement; (b) to approve and authorize the use and distribution of the Preliminary Official Statement and the use, execution and distribution of the Official Statement; (c) to issue, sell, execute and deliver the Bonds; (d) to cause the Sales Tax to be levied and collected as described in the Preliminary Official Statement and the Official Statement; (e) to pledge the Revenues as contemplated by the Legal Documents; and (f) to carry on its activities as currently conducted;

(ii) The Issuer has taken all actions required to be taken by it prior to the Closing Date material to the transactions contemplated by the documents mentioned in paragraph (i) above, and the Issuer has duly authorized the execution and delivery of, and the due performance of its obligations under, the Bond Purchase Agreement, the Legal Documents and the Bonds;

(iii) the Bond Resolution was duly adopted by at least a two-thirds vote of all the voting members of the Board of Directors of the Issuer at a meeting of the governing body of the Issuer which was called and held pursuant to law and with all required notices and in accordance with all applicable open meetings laws and at which a quorum was present and acting at the time of the adoption of the Bond Resolution;

(iv) the adoption of the Bond Resolution, the execution and delivery by the Issuer of the Bond Purchase Agreement, the Legal Documents and the Bonds and the compliance with the provisions of the Bond Purchase Agreement, the Legal Documents and the Bonds, to the best of such counsel's knowledge after due inquiry, do not and will not conflict with or violate in any material respect any California constitutional, statutory or regulatory provision, or, to the best of such counsel's knowledge after due inquiry, conflict with or constitute on the part of the Issuer a material breach of or default under any agreement or instrument to which the Issuer is a party or by which it is bound;

(v) the Bonds, the Legal Documents and the Bond Purchase Agreement constitute binding and legal obligations of the Issuer and are enforceable according to the terms thereof, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally, and by the application of equitable principles if equitable remedies are sought, by the exercise of judicial discretion and the limitations on legal remedies against public entities in the State;

(vi) no litigation is pending with service of process completed or, to the best of such counsel's knowledge after due inquiry, threatened against the Issuer in any court in any way affecting the titles of the officials of the Issuer to their respective positions, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Resolution, the Legal Documents or the Bond Purchase Agreement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the Issuer or its authority with respect to the Bonds, the Bond Resolution, the Legal Documents or the Bond Purchase Agreement, or questioning the existence of the Issuer;

(vii) the information contained in the Preliminary Official Statement and the Official Statement under the captions "THE AUTHORITY" and "LEGAL MATTERS" does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(viii) to the best of such counsel's knowledge after due inquiry, no authorization, approval, consent or other order of the State or any local agency of the State, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the Issuer of the Legal Documents and the authorization and distribution of the Official Statement (provided that no opinion need be expressed as to any action required under state securities or Blue Sky laws in connection with the purchase of the Bonds by the Underwriter); and

(ix) to the best of such counsel's knowledge after due inquiry, the Issuer is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially adversely affect the Issuer's ability to enter into or perform its obligations under the Legal Documents and the Bond Purchase Agreement, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument and which would materially adversely affect the Issuer's ability to enter into or perform its obligations under the Legal Documents and the Bond Purchase Agreement.

(7) A certificate, dated the Closing Date and signed by such officials of the Issuer as shall be satisfactory to the Underwriter, to the effect that (i) the representations, warranties and covenants of the Issuer contained in the Bond Purchase Agreement are true and correct in all material respects on and as of the Closing Time with the same effect as if made at the Closing Time; (ii) the Bond Resolution is in full force and effect at the Closing Time and has not been amended, modified or supplemented, except as agreed to by the Issuer and the Underwriter; (iii) the Issuer has complied with all the

agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Time; (iv) subsequent to the date of the Official Statement and on or prior to the date of such certificate, there has been no material adverse change in the condition (financial or otherwise) of the Issuer, whether or not arising in the ordinary course of the Issuer's operations, as described in the Official Statement; and (v) the Preliminary Official Statement, as of its date and as of the date of the Bond Purchase Agreement, and the Official Statement, as of its date and as of the Closing Date, did not and does not contain any untrue statement of a material fact and neither omitted nor omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(8) The audited financial statements of the Issuer relating to the receipts, expenditures and cash balances of Sales Tax Revenues by the Issuer as of June 30, 2022 included in the Official Statement, certified by the Issuer on the Closing Date as being correct and complete.

(9) A certificate, dated the Closing Date, signed by a duly authorized official of the Trustee, satisfactory in form and substance to the Underwriter, to the effect that:

(i) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States of America, having the full power and being qualified to enter into and perform its duties under the Indenture;

(ii) the Trustee is duly authorized to enter into, has duly executed and delivered the Legal Documents to which the Trustee is a party and has duly authenticated and delivered the Bonds;

(iii) the execution and delivery of the Legal Documents to which the Trustee is a party and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or Blue Sky laws or regulations), nor will any such execution, delivery, adoption 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 the properties or assets held by the Trustee pursuant to the lien created by the Indenture under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Indenture;

(iv) the Trustee has not been served with any action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, nor is any such action, to the best of such official's knowledge after reasonable investigation, threatened against the

Trustee affecting the existence of the Trustee, or the titles of its officers to their respective offices, or in any way contesting or affecting the validity or enforceability of the Legal Documents to which the Trustee is a party, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Legal Documents to which the Trustee is a party; and

(v) the Trustee will apply the proceeds from the Bonds as provided in the Indenture.

(10) A certified copy of the general resolution or other documentation of the Trustee authorizing the execution and delivery of the Legal Documents to which the Trustee is a party.

(11) The opinion of counsel of the Trustee, dated the Closing Date, addressed to the Issuer and the Underwriter, to the effect that:

(i) the Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the United States having full power and authority and being qualified to enter into, accept and administer the trust created under the Legal Documents to which it is a party and to enter into such Legal Documents;

(ii) the Legal Documents to which it is a party have been duly authorized, executed and delivered by the Trustee and constitute the valid and binding obligations of the Trustee enforceable against the Trustee in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought;

(iii) the execution, delivery and performance of the Legal Documents will not conflict with or cause a default under any law, ruling, agreement, administrative regulation or other instrument by which the Trustee is bound;

(iv) all authorizations and approvals required by law and the articles of association and bylaws of the Trustee in order for the Trustee to execute and deliver and perform its obligations under the Legal Documents to which it is a party have been obtained; and

(v) no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or threatened in any way affecting the existence of the Trustee or the titles of its directors or officers to their respective offices, or seeking to restrain or enjoin the issuance, sale or delivery of the Bonds or the application of proceeds thereof in

accordance with the Legal Documents to which it is a party, or in any way contesting or affecting the Bonds or the Legal Documents to which it is a party.

- (12) Evidence of signature authority and incumbency of the Trustee.
- (13) A certified copy of the proceedings relating to authorization and approval of the Sales Tax.
- (14) A copy of the executed Agreement for State Administration of Transactions and Use Tax, by and between the Issuer and the CDTFA, including all amendments thereto.
- (15) A certified copy of the Board Resolution.
- (16) Fully executed copies of each of the Legal Documents.
- (17) Evidence of required filings with the California Debt and Investment Advisory Issuer.
- (18) A copy of the Blue Sky Survey with respect to the Bonds.
- (19) A Tax Certificate of the Issuer, in form satisfactory to Bond Counsel, signed by such officials of the Issuer as shall be satisfactory to the Underwriter.
- (20) Evidence as of the Closing Date satisfactory to the Underwriter that the Bonds have received a rating of “AAA” from Fitch Ratings, and “AAA” from S&P Global Ratings, and that such ratings have not been revoked or downgraded.
- (21) Two transcripts of all proceedings relating to the authorization and issuance of the Bonds, which may be in digital form (or a commitment to so provide).
- (22) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, Underwriter’s Counsel or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the Closing Time, of the representations of the Issuer herein contained and of the Official Statement and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

10. Termination.

If the Issuer shall be unable to satisfy the conditions of the Underwriter’s obligations contained in this Bond Purchase Agreement or if the Underwriter’s obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be cancelled by the Underwriter at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Underwriter to the Issuer in writing, or by telephone confirmed in writing. The performance by the Issuer of any and all conditions contained in this Bond Purchase Agreement for the benefit of the Underwriter may be waived by the Underwriter.

(a) The Underwriter shall also have the right, before the time of Closing, to cancel its obligations to purchase the Bonds, by written notice by the Underwriter to the Issuer, if between the date hereof and the time of Closing:

(i) Any event or circumstance occurs or information becomes known, which, in the professional judgment of the Underwriter, makes untrue any statement of a material fact set forth in the Preliminary Official Statement or the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading and, in either such event, (A) the Issuer refuses to permit the Preliminary Official Statement or the Official Statement to be supplemented to supply such statement or information in a manner satisfactory to the Underwriter or (B) the effect of the Official Statement as so supplemented is, in the judgment of the Underwriter, to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds;

(ii) The market for the Bonds or the market prices of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds shall have been materially and adversely affected, in the professional judgment of the Underwriter, by:

(1) An amendment to the Constitution of the United States or the State of California shall have been passed or legislation shall have been introduced in or enacted by the Congress of the United States or the legislature of any state having jurisdiction of the subject matter or legislation pending in the Congress of the United States shall have been amended or legislation (whether or not then introduced) shall have been recommended to the Congress of the United States or to any state having jurisdiction of the subject matter or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed (whether or not then introduced) for consideration by either such Committee by any member thereof or presented as an option for consideration (whether or not then introduced) by either such Committee by the staff of such Committee or by the staff of the joint Committee on Taxation of the Congress of the United States, or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or of the State of California or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State of California authority, with respect to federal or State of California taxation upon revenues or other income of the general character to be derived by the Issuer or upon interest received on obligations of the general character of the Bonds which, in the judgment of the Underwriter, may have the

purpose or effect, directly or, indirectly, of affecting the tax status of the Issuer, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by State of California legislation; or

(2) The declaration of war or engagement in or escalation of military hostilities by the United States or the occurrence of any other national emergency or calamity or terrorism affecting the operation of the government of, or the financial community in, the United States; or

(3) The declaration of a general banking moratorium by federal, New York or California authorities; or

(4) The occurrence of a major financial crisis, a material disruption in commercial banking or securities settlement or clearance services, or a material disruption in the fixed income or municipal securities market; or

(5) Additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(6) The general suspension of trading on any national securities exchange; or

(iii) Legislation enacted, introduced in the Congress or recommended for passage (whether or not then introduced) by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter shall have been made or issued to the effect that the Bonds, other securities of the Issuer or obligations of the general character of the Bonds are not exempt from registration under the 1933 Act, or that the Indenture is not exempt from qualification under the Trust Indenture Act; or

(v) An order, decree or injunction of any court of competent jurisdiction, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws as amended and then in effect; or

(vi) A stop order, ruling, regulation or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, or the execution and delivery of any Legal Documents, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws, including the 1933 Act, the Securities Exchange Act of 1934 or the Trust Indenture Act, each as amended and as then in effect; or

(vii) any material adverse change in the affairs or financial condition of the Issuer, except for such changes which the Preliminary Official Statement or the Official Statement discloses that are expected to occur;

(viii) Any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act, the Authorizing Resolution, the Legal Documents or the existence or powers of the Issuer with respect to its obligations under the Legal Documents; or

11. Conditions to Obligations of the Issuer. The performance by the Issuer of its obligations is conditioned upon (i) the performance by the Underwriter of their obligations hereunder and (ii) receipt by the Issuer and the Underwriter of opinions addressed to the Underwriter and certificates being delivered at the Closing Time by persons and entities other than the Issuer.

12. Amendment of Official Statement. For a period beginning on the date hereof and continuing until the End Date, (a) the Issuer will not adopt any amendment of, or supplement to, the Official Statement to which the Underwriter shall object in writing or that shall be disapproved by the Underwriter's Counsel and (b) if any event relating to or affecting the Issuer shall occur as a result of which it is necessary, in the opinion of Underwriter's Counsel, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser of the Bonds, the Issuer will forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of, or supplement to, the Official Statement (in form and substance satisfactory to Underwriter's Counsel) that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser of the Bonds, not misleading.

13. Expenses.

(a) Whether or not the Bonds are issued as contemplated by this Bond Purchase Agreement, the Underwriter shall be under no obligation to pay and the Issuer hereby agrees to pay any expenses incident to the performance of the Issuer's obligations hereunder, including but not limited to the following: (i) the cost of preparation, printing, engraving, execution and delivery of the Bonds; (ii) any fees charged by any rating agency for issuing the rating on the Bonds; (iii) the cost of printing (and/or word processing and reproduction), distribution and delivery of the Preliminary Official Statement in electronic form and the Official Statement; (iv) the fees and disbursements of Bond Counsel, the Trustee (including its counsel's fees), any disclosure counsel, accountants, consultants and any financial advisor; (v) fees of the California Debt Investment Advisory Commission, and (vii) any out-of-pocket disbursements of the Issuer. The Issuer shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter on behalf of the Issuer's employees and representatives which are in connection with this Bond Purchase Agreement, including, but not limited to, meals, transportation and lodging of those employees and representatives.

(b) Whether or not the Bonds are issued as contemplated by this Bond Purchase Agreement, the Underwriter shall pay (i) any fees assessed upon the Underwriter with respect to the Bonds by the MSRB or Financial Industry Resources Authority; (ii) all advertising expenses in connection with the public offering and distribution of the Bonds (excluding any expenses of the Issuer and its employees or agents); (iii) any fees payable to the Issuer; and (iv) all other expenses incurred by them or any of them in connection with the public offering and distribution of the Bonds, including the fees and disbursements of Underwriter's Counsel. The Underwriter is required to pay the fees to Issuer in connection with the Bond offering. The Issuer acknowledges that it has had the opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider such fees. Notwithstanding that such fees are solely the legal obligation of the Underwriter, the Issuer agrees to reimburse the Underwriter for such fees.

14. Notices. Any notice or other communication to be given under this Bond Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing, if to the Issuer, addressed to:

San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attention: Chief Financial Officer

or if to the Underwriter, addressed to:

BofA Securities, Inc.

_____, _____

Attention: Managing Director

15. Parties in Interest; Survival of Representations and Warranties. This Bond Purchase Agreement when accepted by the Issuer in writing as heretofore specified shall constitute the entire agreement between the Issuer and the Underwriter and is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the Issuer in this Bond Purchase Agreement or in any certificate delivered pursuant hereto shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery to and payment by the Underwriter for the Bonds hereunder and (c) any termination of this Bond Purchase Agreement.

16. Execution in Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

17. Electronic Signature. Each of the parties hereto agrees that the transaction consisting of this Bond Purchase Agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Bond Purchase Agreement using an electronic signature, it is signing, adopting, and accepting this Bond Purchase Agreement and that signing this Bond Purchase Agreement using an electronic signature is the

legal equivalent of having placed its handwritten signature on this Bond Purchase Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Bond Purchase Agreement in a usable format.

18. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Issuer; (ii) the Underwriter is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or are currently providing other services to the Issuer on other matters); and (iii) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer would like a municipal advisor in this transaction that has legal fiduciary duties to the Issuer, then the Issuer is free to engage a municipal advisor to serve in that capacity.

19. Applicable Law. This Bond Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

BOFA SECURITIES, INC., as Underwriter

By: _____
Authorized Representative

The foregoing is hereby agreed to and
accepted as of the date first above written:

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Hilda Flores
Chief Financial Officer

APPENDIX A
MATURITY SCHEDULE
 \$[_____]

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
SALES TAX REVENUE REFUNDING BONDS (LIMITED TAX BONDS),
2023 SERIES A

<u>Maturity</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>	<u>Yield (%)</u>	<u>Price (%)</u>	<u>10%</u> <u>Test</u> <u>Met as</u> <u>of</u> <u>Pricing</u>	<u>Subject to</u> <u>Hold-the-</u> <u>Offering</u> <u>Price Rule</u>
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C Priced to the par call date of [_____, 20__].

Optional Redemption of the 2023 Series A Bonds. The 2023 Series A Bonds maturing on or after March 1, 20__ will be subject to redemption prior to their respective stated maturities, at the option of the Issuer, from any source of available funds, as a whole or in part, on any date on

or after March 1, 20__ at a Redemption Price equal to 100% of the principal amount of 2023 Series A Bonds called for redemption, without premium, plus accrued but unpaid interest to the date fixed for redemption.

APPENDIX B

CERTIFICATE OF THE REPRESENTATIVE REGARDING OFFERING PRICES

The undersigned, on behalf of BofA Securities, Inc. (“BofA”), hereby certifies as set forth below with respect to the sale and issuance of the \$[] aggregate principal amount of San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2023 Series A (the “Bonds”).

1. *Bond Purchase Agreement.* On [], 2023 (the “Sale Date”), BofA and the Issuer executed a Bond Purchase Agreement (the “Purchase Agreement”) in connection with the sale of the Bonds. BofA has not modified the Purchase Agreement since its execution on the Sale Date

2. *Price.* As of the date hereof, the first price at which at least 10% of each Maturity of the Bonds was sold by BofA to the Public was the Initial Offering Price set forth on Schedule 1 hereto.

3. *Defined Terms.*

(a) “Issuer” means the San Bernardino County Transportation Authority.

(b) “Initial Offering Price” means the prices or yields set forth on the inside cover page of the Issuer’s Official Statement in respect of such Bonds dated [], 2023.

(c) “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) “Underwriter” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

[4. *Arbitrage Yield.* We have calculated the arbitrage yield with respect to the Bonds to be ____% in accordance with the following instructions provided by Stradling Yocca Carlson & Rauth, a Professional Corporation (“Bond Counsel”). Bond Counsel has advised that yield on the Bonds is the discount rate that, when used in computing the present value as of the issue date of all unconditionally payable payments of principal and interest on the Bonds, produces an amount equal to the present value, using the same discount rate, of the aggregate issue price of the

Bonds as of the issue date. Bond Counsel has advised that the issue price is determined based on the prices of each Maturity of the Bonds listed in Schedule 1 as described in paragraph 2 above. Bond Counsel has also advised that the yield of Maturities that are subject to optional early redemption should be calculated by assuming that the applicable Maturity is redeemed on the redemption date that results in the lowest yield on that Maturity. To the extent that we provided the Issuer and Bond Counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are based on our understanding of directions that we have received from Bond Counsel regarding their interpretation of the applicable law. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by Bond Counsel.]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents BofA's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the attached Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the underwriting syndicate.

Dated: [December __], 2023

BOFA SECURITIES, INC., as Underwriter

By: _____
Authorized Representative

Attachment: SBCTA 2023A Bond Purchase Agreement (10050 : Adopt Reso No. 24-010, Approve Bonding Documents to Refund the 2014

**SCHEDULE 1
ISSUE PRICES**

See Appendix A of the Bond Purchase Agreement.

APPENDIX C

FORM OF LETTER OF DISCLOSURE COUNSEL

[December __], 2023

San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715

BofA Securities, Inc., as Underwriter

_____, _____

Re: \$[_____] San Bernardino County Transportation Authority Sales Tax
Revenue Refunding Bonds (Limited Tax Bonds), 2023 Series A

Ladies and Gentlemen:

We have acted as Disclosure Counsel to the Issuer (the “Issuer”) in connection with the issuance by the Issuer of its San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2023 Series A in the aggregate principal amount of \$[_____] (the “Bonds”). The Bonds were issued pursuant to the Indenture, dated as of March 1, 2012, by and between the Issuer and U.S. Bank Trust Company, National Association (the “Trustee”), as previously amended, and as amended and supplemented by the Sixth Supplemental Indenture, dated as of [December 1], 2023, by and between the Issuer and the Trustee (as so amended and supplemented, the “Indenture”). The Bonds are more fully described in the Official Statement of the Issuer, dated [_____] 2023 (the “Official Statement”). This opinion is delivered to you pursuant to Section 9(f)(4) of the Bond Purchase Agreement, dated [_____] 2023 (the “Bond Purchase Agreement”), by and between the Issuer and BofA Securities, Inc. (the “Underwriter”). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Bond Purchase Agreement.

We have examined the record of proceedings submitted to us relative to the issuance of the Bonds and originals or copies certified or otherwise identified to our satisfaction of (i) the Indenture, (ii) the Continuing Disclosure Certificate dated [December 1], 2023, by and between the Issuer and the Trustee, as dissemination agent, (iii) the Preliminary Official Statement for the Bonds dated [_____] 2023 (the “Preliminary Official Statement”), (iv) the Official Statement, and (v) such other documents, certificates, opinions of counsel, instructions and records as we have considered necessary or appropriate, including those certificates and opinions delivered pursuant to the Bond Purchase Agreement.

We have assumed, but not independently verified, that the signatures on all documents, letters, opinions, certificates and instructions which we have examined are genuine, that all documents submitted to us are authentic and were duly and properly executed by the parties thereto and that all representations made in the documents that we have reviewed are true and accurate.

We are not passing upon and have not undertaken to determine independently or to verify the accuracy or completeness of the statements contained in the Official Statement and are, therefore, unable to make any representation to you in that regard. Based on our participation in conferences with the Underwriter and its counsel, representatives of the Issuer, PFM Financial Advisors LLC, the Issuer's Municipal Advisor, and others, during which conferences the content of the Preliminary Official Statement and the Official Statement and related matters were discussed, our reliance on the oral and written statements of the Issuer and others, our review of and reliance upon the documents, certificates, instructions and records and the opinions of counsel described above and our understanding of applicable law, and subject to the limitations on our role as Disclosure Counsel to the Issuer, we advise you as a matter of fact but not opinion that no information has come to the attention of the attorneys in the firm representing the Issuer as Disclosure Counsel on this matter which caused us to believe that the Preliminary Official Statement as of its date or as of [____], 2023 contained, or the Official Statement as of its date contained, or as of the date hereof contains, any untrue statement of a material fact, or the Preliminary Official Statement as of its date or as of [____], 2023 omitted, or the Official Statement as of its date omitted, or as of the date hereof omits, to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect (except that we express no view with respect to: (i) the expressions of opinion, the assumptions, the projections, estimates and forecasts, the charts, the financial statements or other financial, numerical, economic, demographic or statistical data, assessed or appraised valuations, absorption, or environmental matters contained in the Preliminary Official Statement or the Official Statement, (ii) any CUSIP numbers or information relating thereto, (iii) any information with respect to The Depository Trust Company and its book-entry system, (iv) any information contained in the Appendices (excluding Appendix A) to the Official Statement, (v) any information incorporated by reference into the Official Statement, (vi) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "UNDERWRITING" and (viii) any information under the caption "LITIGATION." Moreover, in providing such advice and assistance, we provided no independent diligence, and express no view with respect to, the Issuer's compliance with any obligation to file annual reports or provide notice of events, each as described in Rule 15c2-12 promulgated under the Securities Act of 1934, as amended. We note that the Preliminary Official Statement contained certain information marked as preliminary, subject to change, and omitted certain information permitted to be omitted by Rule 15c2-12 promulgated under the Securities Act of 1934. Finally, we advise you that, other than reviewing the various certificates and opinions required by Section 9(f) of the Bond Purchase Agreement regarding the Preliminary Official Statement or the Official Statement, we have not taken any steps since the date of the Official Statement to verify the accuracy of the statements contained in the Preliminary Official Statement or Official Statement as of the date hereof.

By acceptance of this letter you acknowledge that the preceding paragraph is neither a legal opinion nor a guarantee regarding the Preliminary Official Statement or the Official Statement; rather it is a statement of negative assurance regarding factual information that did not come to the attention of the attorneys in our firm working on this matter during the limited activities that we performed as Disclosure Counsel to the Issuer. Our services did not include financial or other non-legal advice.

By acceptance of the letter, the Underwriter recognizes and acknowledges that: (i) the advice herein is based on certain limited activities performed by specific attorneys in our firm in our role as Disclosure Counsel; (ii) the scope of the activities performed by such attorneys in our role as Disclosure Counsel and for purposes of delivering such advice was inherently limited and does not purport to encompass all activities necessary for compliance by the Underwriter with applicable state and federal securities laws; and (iii) the activities performed by such attorneys in our role as Disclosure Counsel rely in part by representations, warranties, certifications and opinions of other parties to the transaction, including representations, warranties and certifications made by the Issuer, the Underwriter and others.

Further, in accepting this letter the Issuer recognizes and acknowledges that: (i) the scope of those activities performed by us was inherently limited and does not encompass all activities that the Issuer may be responsible to undertake in preparing the Preliminary Official Statement and the Official Statement; (ii) those activities performed by us relied substantially on representations, warranties, certifications and opinions made by representatives of the Issuer and others, and are otherwise subject to the matters set forth in this letter; (iii) while such statements of negative assurance are customarily given to Underwriter of municipal certificates of participation to assist them in discharging their responsibilities under federal securities laws, the responsibilities of the Issuer under those laws may differ from those of Underwriter in material respects, and such statements may not serve the same purpose or provide the same utility to the Issuer as it would to the Underwriter; and (iv) this letter is not intended to be relied upon by the Issuer or its representatives as a basis for making the representations made by the Issuer in any documents executed by the Issuer in connection with the issuance of the Bonds.

This letter is furnished by us as Disclosure Counsel to the Issuer. No attorney-client relationship has existed or exists between our firm and the Underwriter in connection with the Bonds or by virtue of this letter. We note that the Underwriter is represented by separate counsel retained by them in connection with the transaction described in the Official Statement. This letter is delivered to you solely for your benefit and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose without our prior written consent. This letter is not intended to and may not be relied upon by owners of the Bonds or any beneficial interest therein or any other party to which it is not addressed.

Our engagement with respect to the Bonds terminates as of the date hereof, and we have not undertaken any duty, and expressly disclaim any responsibility, to advise you as to events occurring after the date hereof with respect to the Bonds or other matters discussed herein or in the Official Statement.

Respectfully submitted,

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2023

NEW ISSUE—BOOK-ENTRY ONLY

RATINGS:

S&P: “_____”

Fitch: “_____”

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming certain representations and compliance with certain covenants and requirements described in this Official Statement, interest (and original issue discount) on the Series 2023 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the Series 2023 Bonds is exempt from State of California personal income taxes. See “TAX MATTERS” herein. See “TAX MATTERS” herein with respect to tax consequences with respect to the Series 2023 Bonds, including with respect to the alternative minimum tax imposed on certain large corporations for tax years beginning after December 31, 2022.

\$ _____ *

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
Sales Tax Revenue Refunding Bonds
(Limited Tax Bonds)
2023 Series A

Dated: Date of Delivery**Due: March 1 as shown on the inside cover**

The San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2023 Series A in the aggregate principal amount of \$ _____* (the “Series 2023 Bonds”) are being issued by the San Bernardino County Transportation Authority (the “Authority”) pursuant to an Indenture, dated as of March 1, 2012 (the “2012 Indenture”), as supplemented to date, including as supplemented by a Sixth Supplemental Indenture, dated as of December 1, 2023 (the “Sixth Supplemental Indenture”) and, together with the 2012 Indenture as supplemented to date, the “Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). Proceeds of the Series 2023 Bonds will be applied to: (i) refund all or a portion of the Authority’s outstanding Sales Tax Revenue Bonds (Limited Tax Bonds), 2014 Series A, as described herein, and (ii) pay costs of issuance of the Series 2023 Bonds. See “REFUNDING PLAN” herein.

The Series 2023 Bonds will be registered in the name of Cede & Co, as holder of the Series 2023 Bonds and nominee for The Depository Trust Company (“DTC”), New York, New York. Purchasers will not receive certificates representing their interest in the Series 2023 Bonds purchased. The principal and interest on the Series 2023 Bonds are payable by wire transfer to DTC which, in turn, will remit such principal or interest to the DTC Participants for subsequent disbursement to the beneficial owners of the Series 2023 Bonds, as more fully discussed herein. See APPENDIX E — “BOOK-ENTRY SYSTEM.”

The Series 2023 Bonds will bear interest at the rates set forth in the inside cover page. Interest is payable on March 1 and September 1 of each year, commencing March 1, 2024. The Series 2023 Bonds are being issued as fully registered bonds without coupons in book-entry form and in the denominations of \$5,000 and any integral multiple thereof.

The Series 2023 Bonds also are subject to optional redemption or purchase by the Authority prior to maturity as described in this Official Statement.

The Series 2023 Bonds are limited obligations of the Authority secured by a pledge of the Sales Tax Revenues and certain funds held by the Trustee. The Sales Tax is a one-half of one percent (0.5%) retail transactions and use tax which took effect in the County of San Bernardino (the “County”) on April 1, 1990. On November 2, 2004 more than two-thirds of the electorate of the County approved a continuation, until March 31, 2040, of the Sales Tax that had been set to expire on March 31, 2010. The Series 2023 Bonds are secured by a pledge of amounts collected on account of the Sales Tax, less certain administrative fees paid to the California Department of Tax and Fee Administration in connection with the collection and disbursement of the Sales Tax (the “Sales Tax Revenues”). See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 Bonds” herein.

THE SERIES 2023 BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY AND ARE PAYABLE SOLELY, BOTH AS TO PRINCIPAL AND INTEREST, FROM REVENUES, PRIMARILY CONSISTING OF SALES TAX REVENUES, AND CERTAIN FUNDS HELD BY THE TRUSTEE UNDER THE INDENTURE AND THE AUTHORITY IS NOT OBLIGATED TO PAY THE SERIES 2023 BONDS EXCEPT FROM SUCH REVENUES AND SUCH FUNDS AND PROCEEDS. THE SERIES 2023 BONDS DO NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE OTHER THAN THE AUTHORITY, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE STATE OR OF ANY POLITICAL SUBDIVISION OF THE STATE. THE GENERAL FUND OF THE AUTHORITY IS NOT LIABLE, AND THE CREDIT OR TAXING POWER (OTHER THAN AS DESCRIBED IN THE INDENTURE) OF THE AUTHORITY IS NOT PLEDGED, FOR THE PAYMENT OF THE SERIES 2023 BONDS OR THEIR INTEREST OR ANY PREMIUM DUE THEREON. THE SERIES 2023 BONDS ARE NOT SECURED BY A LEGAL OR EQUITABLE PLEDGE OF, OR CHARGE, LIEN OR ENCUMBRANCE UPON, ANY OF THE PROPERTY OF THE AUTHORITY OR ANY OF ITS INCOME OR RECEIPTS, EXCEPT THE SALES TAX REVENUES AND FUNDS HELD UNDER THE INDENTURE.

This cover page contains certain information for general reference only. It is not a summary of the security or terms of this issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision with respect to the Series 2023 Bonds.

The Series 2023 Bonds will be offered when, as and if received by the Underwriter, subject to the approval of validity by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel, and certain other conditions. Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, is also acting as Disclosure Counsel to the Authority. Certain legal matters will be passed on for the Authority by its General Counsel, and for the Underwriter by its counsel, Nixon Peabody LLP. It is anticipated that the Series 2023 Bonds in definitive form will be available for delivery through the facilities of DTC on or about December __, 2023.

BoFA Securities

* Preliminary, subject to change.

Dated: _____, 2023

Attachment: Preliminary Official Statement (SBCTA 2023 Bonds), 4862-9939-1874_6 (10050 : Adopt Reso No. 24-010, Approve Bonding

\$ _____ *

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
Sales Tax Revenue Refunding Bonds
(Limited Tax Bonds)
2023 Series A

Maturity Schedule

<i>Maturity Date</i> <i>(March 1)</i>	<i>Principal</i> <i>Amount</i>	<i>Interest</i> <i>Rate</i>	<i>Yield</i>	<i>Price</i>	<i>CUSIP</i> <i>(Base No. 796846)[†]</i>
--------------------------------------------------------	-------------------------------------------------	----------------------------------------------	---------------------	---------------------	--------------------------------------------------------------------

* Preliminary, subject to change.

[†] CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein are provided by CUSIP Global Services, managed on behalf of the American Bankers Association by FactSet Research Systems Inc. CUSIP numbers have been assigned by an independent company not affiliated with the Authority and are included solely for the convenience of the holders of the Series 2023 Bonds. Neither the Authority or the Underwriter is responsible for the selection or use of these CUSIP numbers and no representation is made as to their correctness on the Series 2023 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2023 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of the Series 2023 Bonds.

No dealer, salesman or any other person has been authorized by the San Bernardino County Transportation Authority (the “Authority”) or the underwriter of the Series 2023 Bonds (the “Underwriter”) to give any information or to make any representations, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the Authority or the Underwriter.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2023 Bonds in any jurisdiction in which it is unlawful to make such an offer, solicitation or sale. This Official Statement is not to be construed as a contract with the purchasers of the Series 2023 Bonds. Neither the delivery of this Official Statement nor the sale of any of the Series 2023 Bonds implies that the information herein is correct as of any time subsequent to the date hereof. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create the implication that there has been no change in the matters described herein since the date hereof. This Official Statement is submitted in connection with the sale of securities referred to herein and may not be reproduced or be used, as a whole or in part, for any other purpose.

The information set forth herein has been obtained from the Authority and other sources believed to be reliable. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority since the date hereof. All summaries contained herein of the Indenture (as defined herein) or other documents are made subject to the provisions of such documents and do not purport to be complete statements of any or all of such provisions. All statements made herein are made as of the date of this document by the Authority except statistical information or other statements where some other date is indicated in the text.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

THE UNDERWRITER MAY OFFER AND SELL THE SERIES 2023 BONDS TO CERTAIN DEALERS AND OTHERS AT PRICES LOWER OR YIELDS HIGHER THAN THE PUBLIC OFFERING PRICES OR YIELDS STATED ON THE INSIDE COVER PAGE HEREOF AND SUCH PUBLIC OFFERING PRICES OR YIELDS MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

This Official Statement, including any supplement or amendment hereto, is intended to be deposited with the Municipal Securities Rulemaking Board through the Electronic Municipal Marketplace Access (“EMMA”) website. The Authority maintains a website; however, the information presented therein is not part of this Official Statement and should not be relied upon in making investment decisions with respect to the Series 2023 Bonds.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, Rule 15c2-12 of the U.S. Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934, as amended.

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Official Statement constitute forward-looking statements. Such statements are generally identifiable by the terminology used such as “plan,” “project,” “expect,” “anticipate,” “intend,” “believe,” “estimate,” “budget” or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. No assurance is given that actual results will meet the forecasts of the Authority in any way, regardless of the level of optimism communicated in the information. The Authority is not obligated to issue any updates or revisions to forward-looking statements in any event.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

BOARD OF DIRECTORS

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Dawn Rowe, County of San Bernardino

Vice President

Ray Marquez, City of Chino Hills

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Art Bishop	Town of Apple Valley
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Jesse Armendarez	County of San Bernardino
Curt Hagman	County of San Bernardino
Joe Baca, Jr.	County of San Bernardino

MANAGEMENT

Executive Director

Raymond Wolfe

General Counsel

Julianna Tillquist

Clerk of the Board

Marleana Roman

Deputy Executive Director

Carrie Schindler

Chief Financial Officer

Hilda Flores

Director of Fund Administration

Andrea Zureick

Director of Legislative and Public Affairs

Otis Greer

Director of Planning

Steve Smith

Director of Project Delivery

Kristi Harris

Director of Toll Operations

Tim Byrne

Deputy Director of Transit and Rail Programs

Joy Buenaflor

Director of Transit and Rail Programs

Victor Lopez

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel

Stradling Yocca Carlson & Rauth,
a Professional Corporation
Newport Beach, California

Municipal Advisor

PFM Financial Advisors LLC
San Francisco, California

Trustee and Escrow Agent

U.S. Bank Trust Company, National Association
Los Angeles, California

Verification Agent

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OFFICIAL STATEMENT
 \$ _____*
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
Sales Tax Revenue Refunding Bonds
(Limited Tax Bonds)
2023 Series A

INTRODUCTION

General

This Official Statement, which includes the cover page and the appendices hereto, sets forth certain information in connection with the offering by the San Bernardino County Transportation Authority (the “Authority”) of \$ _____* aggregate principal amount of San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2023 Series A (the “Series 2023 Bonds”).

Authority for Issuance

The Series 2023 Bonds are being issued by the Authority under and pursuant to the authority granted under Division 19 of the Public Utilities Code of the State of California (the “Act”), the San Bernardino County Transportation Authority Consolidation Act of 2017, being Chapter 7 of Division 12 of the Public Utilities Code of the State of California (Section 130800 et seq.) (as amended from time to time hereafter, the “Authority Act”), Article 10 and Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Section 53570 et seq.) and pursuant to the Indenture, dated as of March 1, 2012 (the “2012 Indenture”), as supplemented by a First Supplemental Indenture, dated as of March 1, 2012 (the “First Supplemental Indenture”), by a Second Supplemental Indenture, dated as of March 1, 2014 (the “Second Supplemental Indenture”), by a Third Supplemental Indenture, dated as of April 1, 2019 (the “Third Supplemental Indenture”), by a Fourth Supplemental Indenture, dated as of June 1, 2021 (the “Fourth Supplemental Indenture”), by a Fifth Supplemental Indenture, dated as of March 1, 2022 (the “Fifth Supplemental Indenture”) and by a Sixth Supplemental Indenture, dated as of December 1, 2023 (the “Sixth Supplemental Indenture” and, together with the 2012 Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the Fifth Supplemental Indenture, the “Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). All capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE,” or, if not defined therein, in the Indenture.

Purpose and Application of Proceeds

Proceeds of the Series 2023 Bonds will be applied to: (i) refund all or a portion of the Authority’s outstanding Sales Tax Revenue Bonds (Limited Tax Bonds), 2014 Series A (the “Series 2014 Bonds”), as described herein, and (ii) pay costs of issuance of the Series 2023 Bonds. See “THE REFUNDING PLAN” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

The County and the Authority

The County of San Bernardino (the “County”) was established by an act of the State Legislature on April 23, 1853, which formed the County from the eastern part of Los Angeles County. The County includes twenty-four incorporated cities and encompasses an area of over 20,000 square miles, making it the largest county in California in terms of geographical area. As of January 2021, the County’s population was over 2.1 million. The jurisdiction of the Authority is coterminous with that of the County. The Authority is responsible

* Preliminary, subject to change.

for cooperative regional planning and furthering an efficient multi-modal transportation system countywide. In addition, the Authority administers the Sales Tax (as hereinafter defined) and supports freeway construction projects, regional and local road improvements, train and bus transportation, railroad crossings, call boxes, ridesharing, congestion management efforts and long-term planning studies. The Authority also distributes funding for the operation of public transit systems within the County. See “THE AUTHORITY” herein.

The Series 2023 Bonds

The Series 2023 Bonds will mature on March 1 in the years and in the principal amounts shown on the inside cover of this Official Statement. Interest on the Series 2023 Bonds will be payable on each March 1 and September 1, commencing March 1, 2024. The Series 2023 Bonds will be issued as fully registered bonds without coupons in book-entry form and in the denominations of \$5,000 and any integral multiple thereof. The Series 2023 Bonds will be registered in the name of Cede & Co., as holder of the Series 2023 Bonds and nominee for The Depository Trust Company (“DTC”). Purchasers will not receive physical certificates representing their interest in the Series 2023 Bonds purchased. See APPENDIX E — “BOOK-ENTRY SYSTEM.”

The Series 2023 Bonds are subject to redemption prior to their maturity, as described herein. See “THE SERIES 2023 Bonds — Redemption” herein.

Security

The Series 2023 Bonds are limited obligations of the Authority secured by a pledge of the Sales Tax Revenues. Sales Tax Revenues (as defined below) consist of sales tax revenues derived from a one-half of one percent (0.5%) retail transactions and use tax (the “Sales Tax”), imposed in accordance with the Act, the Authority Act and the California Transactions and Use Tax Law (Revenue and Taxation Code Section 7251 *et seq.*), less certain administrative fees paid to the California State Board of Equalization (the “State Board of Equalization”) in connection with the collection and disbursement of the Sales Tax (the “Sales Tax Revenues”).

The Taxpayer Transparency and Fairness Act of 2017 restructured the State Board of Equalization into three separate entities: the State Board of Equalization, the California Department of Tax and Fee Administration (the “CDTFA”) and the Office of Tax Appeals. The CDTFA handles most of the taxes and fees previously collected by the State Board of Equalization, including the Sales Tax.

The Sales Tax was approved by the majority of the electorate of the incorporated and unincorporated portions of the County voting on the original Measure I ballot measure on November 7, 1989 (“Ordinance No. 89-1”) which imposed the Sales Tax in the County for a twenty-year period. On January 3, 1990, the Authority adopted an ordinance that amended certain provisions of the 1989 Ordinance. The Sales Tax was scheduled to expire on March 31, 2010. On November 2, 2004, more than two-thirds of the electorate of the County approved a continuation of the Sales Tax pursuant to Ordinance No. 04-01 (the “Ordinance”) which provided for an extension of the Sales Tax through March 31, 2040 and appended a new capital expenditure plan (the “Expenditure Plan”) for the revenue to be derived from the extension.

The Series 2023 Bonds are secured by Sales Tax Revenues collected pursuant to the Ordinance, on a parity with the Authority’s Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2022 Series A (the “Series 2022 Bonds”). See “THE SALES TAX — Obligations Payable from Sales Tax Revenues.” Pursuant to the Indenture, the Authority may issue additional limited tax bonds secured by a lien and charge upon the Sales Tax Revenues on a parity with any Series 2014 Bonds not refunded with the proceeds of the Series 2023 Bonds, the Series 2022 Bonds and the Series 2023 Bonds, all of such bonds to be hereinafter referred to as the “Bonds.” See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 Bonds — Additional Bonds and Other Obligations” and “THE REFUNDING PLAN” herein. Upon the delivery of the Series 2023 Bonds there will be no existing obligations of the Authority secured by a lien and charge upon the Sales Tax Revenues on a parity with the Series 2023 Bonds other than any Series 2014 Bonds not refunded with the proceeds of the Series 2023 Bonds and the Series 2022 Bonds.

No Bond Reserve Fund

No Bond Reserve Fund will be established for the Series 2023 Bonds. The Series 2014 Bonds and the Series 2022 Bonds are similarly not secured by any Bond Reserve Fund.

No Acceleration Provision or Increase in Interest Rate Upon Default

The Indenture does not contain a provision allowing for the acceleration of the Series 2023 Bonds or an increase in the interest rate on the Series 2023 Bonds in the event of a default in the payment of principal and interest on the Series 2023 Bonds when due. In the event of a default by the Authority, the Holders of at least a majority of the aggregate amount of the Series 2023 Bonds will have the right to request the Trustee to exercise the remedies, subject to the limitations thereon, set forth in the Indenture. See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE.”

Limited Obligations

THE SERIES 2023 BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY AND ARE PAYABLE SOLELY, BOTH AS TO PRINCIPAL AND INTEREST, FROM REVENUES, PRIMARILY CONSISTING OF SALES TAX REVENUES COLLECTED ON OR AFTER APRIL 1, 2010, AND CERTAIN FUNDS HELD BY THE TRUSTEE UNDER THE INDENTURE AND THE AUTHORITY IS NOT OBLIGATED TO PAY THE SERIES 2023 BONDS EXCEPT FROM SUCH REVENUES AND SUCH FUNDS AND PROCEEDS. THE SERIES 2023 BONDS DO NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE OTHER THAN THE AUTHORITY, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE STATE OR OF ANY POLITICAL SUBDIVISION OF THE STATE. THE GENERAL FUND OF THE AUTHORITY IS NOT LIABLE, AND THE CREDIT OR TAXING POWER (OTHER THAN AS DESCRIBED IN THE INDENTURE) OF THE AUTHORITY IS NOT PLEDGED, FOR THE PAYMENT OF THE SERIES 2023 BONDS OR THEIR INTEREST OR ANY PREMIUM DUE THEREON. THE SERIES 2023 BONDS ARE NOT SECURED BY A LEGAL OR EQUITABLE PLEDGE OF, OR CHARGE, LIEN OR ENCUMBRANCE UPON, ANY OF THE PROPERTY OF THE AUTHORITY OR ANY OF ITS INCOME OR RECEIPTS, EXCEPT THE SALES TAX REVENUES AND FUNDS HELD UNDER THE INDENTURE.

Continuing Disclosure

The Authority will covenant for the benefit of the beneficial owners of the Series 2023 Bonds to provide certain financial information and operating data relating to the Authority and notices of the occurrence of certain enumerated events to the Municipal Securities Rulemaking Board (the “MSRB”) through the Electronic Municipal Market Access (“EMMA”) system pursuant to a Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”). These covenants are being made in order to assist the Underwriter of the Series 2023 Bonds in complying with Rule 15c2-12 (the “Rule”) of the U.S. Securities and Exchange Commission (“SEC”) promulgated under the Securities Exchange Act of 1934, as amended. See “CONTINUING DISCLOSURE” and APPENDIX D — “PROPOSED FORM OF CONTINUING DISCLOSURE CERTIFICATE.”

References

The descriptions and summaries of the Indenture and various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each such document, copies of which are available for inspection at the offices of the Authority and the Trustee.

THE AUTHORITY

The Authority was initially created pursuant to the Act, which also authorized the San Bernardino County Board of Supervisors to designate the San Bernardino Associated Governments (“SANBAG”), in its capacity as the San Bernardino County Transportation Commission, to serve as the Authority. SANBAG was an agency created by the County and the twenty-four cities located within the County pursuant to the terms of a joint powers agreement. With passage of Assembly Bill 1246 in 1976 (California Public Utilities Code Section 130054), SANBAG was designated as the San Bernardino County Transportation Commission, with primary responsibility for the preparation of the State Transportation Improvement Plan for State highways, coordination of transit service and highway planning and allocation of transportation grant funds. In 1986, SANBAG assumed the duties of the Service Authority for Freeway Emergencies, which is responsible for the implementation and operation of a motorist aid call-box system on State freeways and highways in the County. In 1987, SANBAG was designated to serve as the Authority pursuant to California Public Utilities Code Section 180050.

In 2016, the State Legislature adopted, and the Governor approved, the Authority Act, which consolidated the County Transportation Commission, local transportation authority, Service Authority for Freeway Emergencies and local congestion management agency into a single entity, which was the Authority. The Authority Act provides that the Act applies to the Authority as if set forth in the Authority Act, and is in addition to the powers and functions of the Authority set forth in the Authority Act. After the Authority Act became effective, SANBAG continued, pursuant to the joint powers agreement by which it was formed, and functions as the San Bernardino Council of Governments.

The governing body of the Authority consists of one representative from each of the 24 incorporated cities and the five supervisorial districts of the County. The Authority is responsible for carrying out the provisions of the Ordinance, including contracting with the CDTFA to administer the collection and allocation of Sales Tax Revenues. The Authority must also develop and approve the program of projects in the Expenditure Plan. The Authority oversees the planning, design, right of way and construction of certain improvements on local streets, roads and highways, as well as State highways, freeways and commuter rail lines. The Authority also distributes funding for the operation of public transit systems within the County.

Key staff members of the Authority are identified below.

Raymond Wolfe, Executive Director. Dr. Raymond Wolfe joined the Authority in April 2012, after spending more than 20 years with the California Department of Transportation (“Caltrans”). Prior to joining the Authority, Dr. Wolfe was the Director of Caltrans’ District 8, which serves both San Bernardino and Riverside counties. As the Executive Director of the Authority, he manages a budget of over \$1 billion for Fiscal Year 2021-2022. Dr. Wolfe received his Doctorate in Civil Engineering from the University of Southern California, a Master of Science degree in Civil Engineering from the California State Polytechnic University in Pomona, and a Bachelor of Science degree in Aerospace Engineering from the University of Southern California. He is a Registered Civil Engineer and a Registered Mechanical Engineer in the State of California.

Julianna Tillquist, General Counsel. Julianna Tillquist has served as Authority General Counsel since June 2019; prior to that, she served as Authority Assistant General Counsel for 2½ years. Ms. Tillquist reports directly to the Board of Directors. She provides legal advice to the Board of Directors, Executive Director and staff on a wide range of legal matters, primarily arising out of transportation program and project activities. She oversees representation of the agency in matters involving litigation, administrative hearings, proceedings, dispute resolution, and negotiations. She negotiates and resolves sensitive, significant and controversial issues and participates in the oversight of claims and litigation risk management. Before her tenure at the Authority, Ms. Tillquist spent over 20 years in private practice, where she primarily represented public agencies. Ms. Tillquist has a Bachelor’s degree in Environmental Studies from California State University, San Bernardino, and received her Juris Doctor from Willamette University.

Hilda Flores, Chief Financial Officer. Hilda Flores was appointed in December 2016 as the Chief Financial Officer for the Authority. Ms. Flores is responsible for all Finance and Accounting functions of the Authority including financial reporting, grant accounting, budgeting, financial system, and cash and debt management. This is accomplished through identifying and implementing efficient and effective internal controls for all functions that safeguard Authority's assets, ensure proper segregation of duties, allow for management review and approval of transactions, ensure financial information reliability, promote operational efficiency, secure access controls to financial systems and records, and comply with management directives. Ms. Flores earned a Bachelor of Science degree in Accounting from California Polytechnic University, Pomona and a Master's Degree in Business Administration from California State University, Fullerton. Ms. Flores was certified as a Certified Public Accountant in 2013 in the State of California and previously worked for various certified public accounting firms and cities.

Andrea Zureick, Director of Fund Administration and Programming. Andrea Zureick was appointed in July 2012 as the Director of Fund Administration and Programming for the Authority. Ms. Zureick is responsible for the administration and strategic allocation of federal, state, and local funds to the Authority and member agency sponsored projects to maximize transportation funding for the County. This is accomplished through preparation and maintenance of various state and federal programming documents and the Authority's Ten-Year Delivery Plan and through the annual apportionment and allocation process of transportation funds such as Measure I, federal funds provided through the Federal Transit Administration and the Federal Highway Administration, and state funds provided through the California Transportation Commission. Ms. Zureick began her career in transportation at the Authority in 1999 and worked for the Riverside County Transportation Commission for four years before returning to the Authority in 2012. Ms. Zureick received a Bachelor of Science degree in Civil Engineering from Texas A&M University.

Kristi Lynn Harris, Director of Project Delivery. Mrs. Harris has worked in the transportation industry for more than 20 years, delivering major freeway and highway projects. She began her career in the Division of Structure Construction with Caltrans. After 5 years, she moved to the private sector to work as a field engineer for a heavy civil general contractor and soon became a superintendent on major bridge and highway projects. Her experience in the heavy civil construction industry includes ten years in the Civil Engineer Corps of the US Naval Reserves, also known as the Seabees. Mrs. Harris is an active member of American Society of Civil Engineers and serves on the Highway Construction Committee as well as on the Surface Water Hydrology Technical Committee. She is also an active member of California Stormwater Quality Association's Construction and Policy Subcommittees. While Mrs. Harris has worked on Authority projects as a consultant since 2013, she has been employed by the Authority since 2021 as a Construction Manager and was promoted to Director of Project Delivery in July 2023. She earned her Civil Engineering degree with a focus on Geotechnical/Structural Engineering from the University of Detroit, studied Engineering Geophysics in graduate school at the University of Nevada, Las Vegas, and is a registered professional civil engineer in the state of California.

Tim Byrne, Director of Toll Operations. Mr. Byrne has been in the transportation industry for more than 30 years. He spent approximately 10 years at the Orange County Transportation Authority ("OCTA") as the Regional Modeling Section Manager, responsible for maintenance and application of the OCTA's regional transportation model for highway and transit projects including traffic and revenue analysis of the 91 Express Lanes leading to OCTA's purchase of the facility. Subsequently, Mr. Byrne spent 7 years in the private sector managing transportation analysis for highway, transit and toll projects throughout the southern California region. Mr. Byrne joined the Authority in 2012 as the Chief of Planning then serving as the Project Delivery Manager prior to his assignment as the Director of Toll Operations. In his current role, Mr. Byrne will be responsible for the maintenance and operation of I-10 and I-15 express lanes facilities. Mr. Byrne is a licensed Civil Engineer, with Bachelors' and Masters' degrees in Civil Engineering from the University of California, Irvine and a Masters' degree in Public Administration from California State University, Long Beach.

THE SERIES 2023 BONDS

General

The Series 2023 Bonds will mature on March 1 in the years and in the principal amounts shown on the inside cover of this Official Statement. Interest on the Series 2023 Bonds will accrue from the date of delivery. Interest will be paid on March 1 and September 1 of each year, commencing March 1, 2024 (each an “Interest Payment Date”), and will be computed on the basis of a 360-day year consisting of twelve 30-day months.

Interest on each Series 2023 Bond will be payable in lawful money of the United States of America by the Trustee to the Holder thereof as of the close of business on the Record Date, such interest to be paid by the Trustee to such Holder in immediately available funds (by wire transfer or by deposit to the account of the Holder if such account is maintained with the Trustee), according to the instructions given by such Holder to the Trustee or, in the event no such instructions have been given, by check mailed on the Interest Payment Date by first class mail to the Holder at such Holder’s address as it appears as of the Record Date on the bond registration books kept by the Trustee. “Record Date” means, with respect to the Series 2023 Bonds, the fifteenth (15th) day (whether or not a Business Day) of the month preceding the month in which such Interest Payment Date occurs.

The Series 2023 Bonds will be issued as fully registered bonds without coupons in book-entry form and in denominations of \$5,000 and any integral multiple thereof. The Depository Trust Company (“DTC”) will act as the initial securities depository for the Series 2023 Bonds, which will be issued initially pursuant to a book-entry only system. See APPENDIX E — “BOOK-ENTRY SYSTEM.” Under the Indenture, the Authority may appoint a successor securities depository to DTC for the Series 2023 Bonds. The information under this caption, “THE SERIES 2023 Bonds,” is subject in its entirety to the provisions described in APPENDIX E — “BOOK-ENTRY SYSTEM” while the Series 2023 Bonds are held in DTC’s book-entry system.

Redemption

Optional Redemption. The Series 2023 Bonds maturing on or after March 1, 20__ will be subject to redemption prior to their respective stated maturities, at the option of the Authority, from any source of available funds, as a whole or in part, on any date on or after March 1, 20__ at a Redemption Price equal to 100% of the principal amount of Series 2023 Bonds called for redemption, without premium, plus accrued but unpaid interest to the date fixed for redemption.

General Redemption Provisions

Selection of Bonds for Redemption. The Authority will designate which maturities of any Series 2023 Bonds are to be called for optional redemption pursuant to the Indenture. If less than all Series 2023 Bonds maturing by their terms on any one date are to be redeemed at any one time, the Trustee will select the Series 2023 Bonds of such maturity date to be redeemed by lot and shall promptly notify the Authority in writing of the numbers of the Series 2023 Bonds so selected for redemption. For purposes of such selection, Series 2023 Bonds shall be deemed to be composed of multiples of minimum Authorized Denominations and any such multiple may be separately redeemed.

Notice of Redemption. The Trustee will send each notice of redemption by first class mail, not less than 20 nor more than 90 days prior to the redemption date, to DTC; provided, however, that such notice may be mailed not less than 10 days prior to the redemption date if such shorter notice period is permitted under the then-current guidelines of DTC or if the Series 2023 Bonds are no longer held pursuant to a book-entry registration system. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of Series 2023 Bonds will be governed by arrangements among them, and the Authority and the Trustee will not have any responsibility or obligation to send a notice of redemption except to DTC. Neither the Authority nor

the Trustee shall have any responsibility for any defect in the CUSIP number that appears on any Bond or in any redemption notice with respect thereto.

Failure of DTC to receive any notice of redemption or any defect therein will not affect the sufficiency of any proceedings for redemption.

Conditional Notice of Redemption; Rescission. With respect to any notice of optional redemption of Bonds, unless, upon the giving of such notice, such Bonds will be deemed to have been paid pursuant to the terms of the Indenture, such notice is to state that such redemption will be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of amounts sufficient to pay the principal of, and premium, if any, and interest on, such Bonds to be redeemed, and that if such amounts shall not have been so received said notice will be of no force and effect and the Authority will not be required to redeem such Bonds. If such notice of redemption contains such a condition and such amounts are not so received, the redemption will not be made and the Trustee will within a reasonable time thereafter give notice to the Holders to the effect that such amounts were not so received and such redemption was not made, such notice to be given by the Trustee in the manner in which the notice of redemption was given.

In addition, the Authority may, at its option, on or prior to the date fixed for redemption in any notice of redemption, rescind and cancel such notice of redemption by written notice by the Authority to the Trustee, and the Trustee will give notice of such rescission as soon thereafter as practicable in the same manner, and to the same Persons, as notice of such redemption was given pursuant to the Indenture.

Any optional redemption of the Series 2023 Bonds and notice thereof will be conditional and rescinded and cancelled pursuant to the provisions of the Indenture if for any reason on the date fixed for redemption moneys are not available in the Redemption Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the Redemption Price of, and interest due on, the Series 2023 Bonds called for redemption.

Purchase in Lieu of Redemption. The Authority reserves the right at all times to purchase any of the Series 2023 Bonds on the open market.

Effect of Redemption. Notice of redemption having been duly given pursuant to the Indenture and moneys for payment of the Redemption Price of, together with interest accrued to the redemption date on, the Series 2023 Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Series 2023 Bonds (or portions thereof) so called for redemption will become due and payable at the Redemption Price specified in such notice together with interest accrued thereon to the redemption date. Interest on such Series 2023 Bonds so called for redemption will cease to accrue, said Series 2023 Bonds (or portions thereof) will cease to be entitled to any benefit or security under the Indenture, and the Holders of such Series 2023 Bonds will have no rights in respect thereof except to receive payment of the Redemption Price and accrued interest to the date fixed for redemption from funds held by the Trustee for such payment.

DEBT SERVICE SCHEDULE

The following table shows the annual debt service requirements on the Series 2014 Bonds, the Series 2022 Bonds and the Series 2023 Bonds.

<i>Fiscal Year Ending June 30</i>	<i>Series 2023 Bonds Principal</i>	<i>Series 2023 Bonds Interest</i>	<i>Total Series 2023 Bonds Debt Service</i>	<i>Series 2014 Bonds Debt Service⁽¹⁾</i>	<i>Series 2022 Bonds Debt Service</i>	<i>Total Bonds Debt Service⁽¹⁾</i>
2024				\$7,364,313	\$6,024,100	
2025				7,513,563	5,920,350	
2026				7,658,563	5,778,600	
2027				7,813,813	5,620,600	
2028				7,968,063	5,467,100	
2029				8,130,563	5,302,850	
2030				8,290,063	5,143,350	
2031				8,460,813	4,973,350	
2032				8,626,313	4,808,350	
2033				8,800,813	4,633,100	
2034				8,982,813	4,453,100	
2035				9,161,113	4,273,600	
2036				9,349,525	4,084,600	
2037				9,537,213	3,896,600	
2038				9,732,863	3,704,600	
2039				9,929,638	3,507,000	
2040				<u>10,130,963</u>	<u>3,302,000</u>	
Total ⁽²⁾				\$ 98,115,000	\$ 80,893,000	

⁽¹⁾ Includes Series 2014 Bonds expected to be refunded with a portion of the proceeds of the Series 2023 Bonds.

⁽²⁾ Totals may not add due to rounding.

THE REFUNDING PLAN

A portion of the proceeds of the Series 2023 Bonds will be applied to refund all or a portion of the outstanding Series 2014 Bonds (the “Refunded 2014 Bonds”). See “ESTIMATED SOURCES AND USES OF FUNDS” herein. The Series 2014 Bonds, which are currently outstanding in the principal amount of \$98,115,000, were originally issued to finance certain transportation capital improvements and to fund capitalized interest on the Series 2014 Bonds.

The refunding of the Refunded 2014 Bonds is being undertaken by the Authority in order to achieve net present value and debt service savings. The following table details maturity dates and principal amounts of the outstanding Series 2014 Bonds. The specific Series 2014 Bonds to be refunded will be determined by the Authority at the time that the Authority and the underwriter execute the bond purchase contract for the Series 2023 Bonds. **All Refunded 2014 Bonds, dates and amounts are subject to change by Authority in its sole discretion.**

Series 2014 Bonds Refunding Candidates*

CUSIP (Base No. 796846)	Maturity Date (March 1)	Outstanding Principal Amount	Interest Rate	Principal Amount to be Redeemed	Maturity or Redemption Date
EV1	2024	\$ 2,715,000	5.00%	\$ 2,715,000	March 1, 2024
EW9	2025	3,000,000	5.00	3,000,000	March __, 2024
EX7	2026	3,295,000	5.00	3,295,000	March __, 2024
EY5	2027	3,615,000	5.00	3,615,000	March __, 2024
EZ2	2028	3,950,000	5.00	3,950,000	March __, 2024
FA6	2029	4,310,000	5.00	4,310,000	March __, 2024
FB4	2030	4,685,000	5.00	4,685,000	March __, 2024
FC2	2031	5,090,000	5.00	5,090,000	March __, 2024
FD0	2032	5,510,000	5.00	5,510,000	March __, 2024
FE8	2033	5,960,000	5.00	5,960,000	March __, 2024
FF5	2034	530,000	4.00	530,000	March __, 2024
FH1	2034	5,910,000	5.00	5,910,000	March __, 2024
FG3	2040	30,000,000	4.00	30,000,000	March __, 2024
FK4	2040	19,545,000	5.25	<u>19,545,000</u>	March __, 2024
				<u>\$98,115,000</u>	

The refunding of the Refunded 2014 Bonds will be effected by depositing a portion of the proceeds of the Series 2023 Bonds, together with other available moneys, into an escrow fund for the Refunded 2014 Bonds (the “Escrow Fund”) created and established under the terms of an Escrow Agreement, dated as of December 1, 2023 (the “Escrow Agreement”), by and between the Authority and U.S. Bank Trust Company, National Association, as escrow agent (the “Escrow Agent”).

The proceeds of the Series 2023 Bonds and other amounts deposited in the Escrow Fund will be held by the Escrow Agent in cash or will be invested in Defeasance Securities, which Defeasance Securities will bear interest at such rates and will be scheduled to mature at such times, and in such amounts so that, when paid in accordance with their terms, such amounts, together with any amounts held as cash in the Escrow Fund, will be in an amount sufficient to (i) pay the regularly scheduled payment of principal and

* Preliminary, subject to change.

interest on the Refunded 2014 Bonds on March 1, 2024 and (ii) pay the redemption price (*i.e.*, 100% of the principal amount) of the Refunded 2014 Bonds to be redeemed on March __, 2024, plus accrued interest thereon to the redemption date, without premium.

Pursuant to the Indenture, upon such deposit and investment and compliance with or provision for compliance with certain notice requirements set forth in the Indenture, all liability of the Authority with respect to the Refunded 2014 Bonds will cease, terminate and be completely discharged and satisfied and the owners of the Refunded 2014 Bonds will be entitled to payment thereof solely from the amounts deposited in the Escrow Fund held by the Escrow Agent for such purpose.

Upon delivery of the Series 2023 Bonds, _____, independent certified public accountants, will verify from the information provided to them, the mathematical accuracy of certain computations relating to the adequacy of the maturing principal of and interest on the investments in the Escrow Fund to pay the regularly scheduled payment of principal and interest on the Refunded 2014 Bonds on March 1, 2024, and pay the redemption price of the Refunded Bonds, and accrued interest thereon, on March __, 2024, without premium. See “VERIFICATION OF MATHEMATICAL COMPUTATIONS.”

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of the funds are as follows:

Sources of Funds:

Principal Amount of Series 2023 Bonds
Premium
Funds on Hand⁽¹⁾
Total Sources

Uses of Funds:

Deposit to Escrow Fund
Deposit to 2023 Costs of Issuance Fund⁽²⁾
Total Uses:

⁽¹⁾ Represents funds for the regularly scheduled payment of principal and interest on the Refunded 2014 Bonds on March 1, 2024 and other amounts on deposit under the Indenture that will be applied to refund the Refunded 2014 Bonds.

⁽²⁾ Includes underwriter's discount, rating agency fees, Trustee and Escrow Agent fees, verification agent fees, printing costs, Bond Counsel, Disclosure Counsel and Municipal Advisor fees and expenses and other miscellaneous expenses.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 BONDS

Limited Obligations

The Series 2023 Bonds are limited obligations of the Authority and are payable solely, both as to principal and interest, from Revenues, primarily consisting of Sales Tax Revenues collected on and after April 1, 2010, and certain funds held by the Trustee under the Indenture, and the Authority is not obligated to pay the Series 2023 Bonds except from such Revenues and such funds and proceeds. The Series 2023 Bonds do not constitute a debt or liability of the State or any political subdivision of the State other than the Authority, or a pledge of the full faith and credit of the State or of any political subdivision of the State. The general fund of the Authority is not liability, and the credit or taxing power (other than as described in the Indenture) of the Authority is not pledged, for the payment of the Series 2023 Bonds or their interest or any premium due thereon. The Series 2023 Bonds are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon,

any of the property of the Authority or any of its income or receipts, except the Sales Tax Revenues and funds held under the Indenture.

Pledge of Sales Tax Revenues and Certain Funds and Accounts Held by Trustee

As security for the payment of all amounts owing on the Bonds and Parity Obligations (defined below), the Authority has pledged to the Trustee under the Indenture: (i) all Revenues (including all Sales Tax Revenues), and (ii) all amounts, including proceeds of the Series 2023 Bonds, held on deposit in the funds and accounts established in the Indenture (except for amounts held in the Rebate Fund, any Letter of Credit Account and any Purchase Fund), subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein. The collateral identified above will immediately be subject to this pledge, and this pledge shall constitute a first lien on and security interest in such collateral which will immediately attach to the collateral and be effective, binding and enforceable against the Authority and all others asserting the rights therein, to the extent set forth, and in accordance with, the Indenture, irrespective of whether those parties have notice of the pledge and without the need for any physical delivery, recordation, filing or further act. The pledge of Revenues and all amounts held on deposit in the funds and accounts established under the Indenture (except for amounts held in the Rebate Fund, any Letter of Credit Account and any Purchase Fund) will be irrevocable until all of the Bonds, including the Series 2023 Bonds, and all Parity Obligations and amounts owed in connection with the Bonds and Parity Obligations are no longer Outstanding. All Bonds and Parity Obligations will be of equal rank without preference, priority or distinction of any Bonds and Parity Obligations over any other Bonds and Parity Obligations.

Sales Tax Revenues consist of the amounts collected on account of the retail transactions and use tax imposed in the County pursuant to the Act, the Authority Act and the Ordinance, after deducting amounts payable by the Authority to the CDTFA for costs and expenses for its services in connection with the retail transactions and use tax collected pursuant to the Act and the Authority Act. Revenues consist of Sales Tax Revenues and all regularly-scheduled amounts (but not termination payments) owed or paid to the Authority by any counterparty under any Interest Rate Swap Agreement after offset for the regularly-scheduled amounts (but not termination payments) owed or paid by the Authority to such counterparty under such Interest Rate Swap Agreement. The Authority is not entering into any Interest Rate Swap Agreements in connection with the issuance of the Series 2023 Bonds and currently has no Interest Rate Swap Agreements outstanding.

The Authority is not required to advance any moneys derived from any source other than Revenues for the payment of principal, Redemption Price or interest on the Series 2023 Bonds or for any other purpose of the Indenture.

For a more detailed description of the Sales Tax Revenues and projected receipts of Sales Tax Revenues, see “THE SALES TAX” herein.

Revenue Fund; Allocation of Sales Tax Revenues

The Authority has assigned and caused all amounts available for distribution to the Authority, on account of the Sales Tax, after deducting amounts payable by the Authority to the CDTFA for costs and expenses for its services in connection with the Sales Tax, to be transmitted by the CDTFA to the Trustee, to be held in trust for the benefit of the holders of the Bonds. The Trustee shall deposit all Sales Tax Revenues, when and as received by the Trustee, in a trust fund, designated as the Revenue Fund (the “Revenue Fund”). All other Revenues will also be deposited in the Revenue Fund.

So long as any Bonds remain Outstanding and Parity Obligations, Subordinate Obligations, and all other amounts payable under the Indenture remain unpaid, in each month following receipt and deposit of the Sales Tax Revenues in the Revenue Fund, the Trustee is required to set aside the moneys in the Revenue Fund in the following respective funds, amounts and order of priority (provided that deficiencies in any previously required deposit may be made up prior to the deposit to a fund subsequent in priority and further provided that set asides

or transfers required with respect to outstanding Parity Obligations will be made on a parity basis each month, as provided in the Indenture):

1. Interest Fund. Following receipt of the Sales Tax Revenues in each month, the Trustee will set aside in the Interest Fund as soon as practicable in such month an amount equal to (a) one-sixth of the aggregate half-yearly amount of interest becoming due and payable on the Outstanding Current Interest Bonds (except for Bonds constituting Variable Rate Indebtedness which will be governed by subparagraph (b) below) during the next ensuing six (6) months (excluding any interest for which there are moneys deposited in the Interest Fund from the proceeds of any Series of Bonds or other source and reserved as capitalized interest to pay such interest during said next ensuing six (6) months), until the requisite half-yearly amount of interest on all such Outstanding Current Interest Bonds (except for Bonds constituting Variable Rate Indebtedness which will be governed by subparagraph (b) below) is on deposit in such fund; provided that from the date of delivery of a Series of Current Interest Bonds until the first Interest Payment Date with respect to such Series of Bonds the amounts set aside in such fund with respect to such Series of Bonds will be sufficient on a monthly pro rata basis to pay the aggregate amount of interest becoming due and payable on said Interest Payment Date with respect to such Series of Bonds, plus (b) the aggregate amount of interest to accrue during that month on Outstanding Variable Rate Indebtedness, calculated, if the actual rate of interest is not known, at the interest rate specified in writing by the Authority, or if the Authority will not have specified an interest rate in writing, calculated at the maximum interest rate borne by such Variable Rate Indebtedness during the month prior to the month of deposit plus one hundred (100) basis points (provided, however, that the amount of such deposit into the Interest Fund for any month may be reduced by the amount by which the deposit in the prior month exceeded the actual amount of interest accrued and paid during that month on said Outstanding Variable Rate Indebtedness and provided further that the amount of such deposit into the Interest Fund for any month will be increased by the amount by which the deposit in the prior month was less than the actual amount of interest accruing during that month on said Outstanding Variable Rate Indebtedness). No deposit need be made into the Interest Fund if the amount contained therein is at least equal to the interest to become due and payable on the Interest Payment Dates falling within the next six (6) months upon all of the Bonds issued hereunder and then Outstanding, and on March 1 and September 1 of each year any excess amounts in the Interest Fund not needed to pay interest on such date (and not held to pay interest on Bonds having Interest Payment Dates other than March 1 and September 1) will be transferred to the Authority (but excluding, in each case, any moneys on deposit in the Interest Fund from the proceeds of any Series of Bonds or other source and reserved as capitalized interest to pay interest on any future Interest Payment Dates following such Interest Payment Dates). All Swap Revenues received with respect to Interest Rate Swap Agreements that are Parity Obligations will be deposited in the Interest Fund and credited to the above required deposits. See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Allocation of Sales Tax Revenues.”

2. Principal Fund; Sinking Accounts. Following receipt of the Sales Tax Revenues in each month, the Trustee will deposit in the Principal Fund as soon as practicable in such month an amount equal to at least (a) one-sixth of the aggregate semiannual amount of Bond Obligation becoming due and payable on the Outstanding Serial Bonds of all Series having semiannual maturity dates within the next six (6) months, plus (b) one-twelfth of the aggregate yearly amount of Bond Obligation becoming due and payable on the Outstanding Serial Bonds of all Series having annual maturity dates within the next twelve (12) months, plus (c) one-sixth of the aggregate of the Mandatory Sinking Account Payments to be paid during the next six-month period into the respective Sinking Accounts for the Term Bonds of all Series for which Sinking Accounts have been created and for which semiannual mandatory redemption is required from said Sinking Accounts, plus (d) one-twelfth of the aggregate of the Mandatory Sinking Account Payments to be paid during the next 12-month period into the respective Sinking Accounts for the Term Bonds of all Series for which Sinking Accounts will have been created and for which annual mandatory redemption is required from such Sinking Accounts; provided that if the Authority certifies to the Trustee that any principal payments are expected to be refunded on or prior

to their respective due dates or paid from amounts on deposit in a Bond Reserve Fund that would be in excess of the Bond Reserve Requirement applicable to such Bond Reserve Fund upon such payment, no amounts need be set aside towards such principal to be so refunded or paid. All of the aforesaid deposits made in connection with future Mandatory Sinking Account Payments will be made without priority of any payment into any one such Sinking Account over any other such payment.

If Sales Tax Revenues are not sufficient to make the required deposits so that moneys in the Principal Fund on any principal or mandatory redemption date are equal to the amount of Bond Obligation to become due and payable on the Outstanding Serial Bonds of all Series plus the Bond Obligation amount of and redemption premium on the Outstanding Term Bonds required to be redeemed or paid at maturity on such date, then such moneys will be applied on a Proportionate Basis and in such proportion as said Serial Bonds and said Term Bonds bear to each other, after first deducting for such purposes from said Term Bonds any of said Term Bonds required to be redeemed annually as have been redeemed or purchased during the preceding 12-month period and any of said Term Bonds required to be redeemed semiannually as will have been redeemed or purchased during the six-month period ending on such date or the immediately preceding six month period. If Sales Tax Revenues are not sufficient to pay in full all Mandatory Sinking Account Payments required to be paid at any one time into all such Sinking Accounts, then payments into all such Sinking Accounts will be made on a Proportionate Basis, in proportion that the respective Mandatory Sinking Account Payments required to be made into each Sinking Account during the then current 12-month period bear to the aggregate of all of the Mandatory Sinking Account Payments required to be made into all such Sinking Accounts during such 12-month period.

No deposit need be made into the Principal Fund so long as there will be in such fund (i) moneys sufficient to pay the Bond Obligations of all Serial Bonds issued hereunder and then Outstanding and maturing by their terms within the next twelve (12) months plus (ii) the aggregate of all Mandatory Sinking Account Payments required to be made in such 12-month period, but less any amounts deposited into the Principal Fund during such 12-month period and theretofore paid from the Principal Fund to redeem or purchase Term Bonds during such 12-month period; provided that if the Authority certifies to the Trustee that any principal payments are expected to be refunded on or prior to their respective due dates or paid from amounts on deposit in a Bond Reserve Fund that would be in excess of the Bond Reserve Requirement applicable to such Bond Reserve Fund upon such payment, no amounts need be on deposit with respect to such principal payments. At the beginning of each Fiscal Year and in any event not later than March 1 of each year, the Trustee shall request from the Authority a Certificate of the Authority setting forth the principal payments for which deposits will not be necessary pursuant to the preceding sentence and the reason therefor. On March 1 of each year or as soon as practicable thereafter any excess amounts in the Principal Fund not needed to pay principal on such date (and not held to pay principal on Bonds having principal payment dates other than March 1) shall be transferred to the Authority. See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Allocation of Sales Tax Revenues.”

3. Bond Reserve Fund. The Indenture also requires the Trustee to make deposits to any of the Bond Reserve Funds established pursuant to the provisions of the Indenture as soon as possible in each month in which any deficiency in any Bond Reserve Fund occurs, until the balance in such Bond Reserve Fund is at least equal to the applicable Bond Reserve Requirement. See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Allocation of Sales Tax Revenues.” No Bond Reserve Fund was established for the Series 2014 Bonds or the Series 2022 Bonds and none will be established in connection with the issuance of the Series 2023 Bonds.

4. Subordinate Obligations Fund. A Subordinate Obligations Fund has been established under the Indenture. As long as any Subordinate Obligations remain unpaid, the Trustee will transfer any Revenues remaining in the Revenue Fund after the transfers described in (1), (2) and (3) above have been made to the Subordinate Obligations Fund. After the Trustee has made any deposit or payment of Revenues as in the current month required by the instrument or instruments creating the Subordinate Obligations, the Trustee will transfer any remaining Revenues back to the Revenue Fund.

5. **Fees and Expenses Fund.** A Fees and Expenses Fund has been established under the Indenture. At the direction of the Authority, after the transfers described in (1), (2), (3) and (4) above have been made, the Trustee will deposit as soon as practicable in each month in the Fees and Expenses Fund (i) amounts necessary for payment of fees, expenses and similar charges (including fees, expenses and similar charges relating to any Liquidity Facility or Credit Enhancement for the Bonds or any Parity Obligations) owing in such month or the following month by the Authority in connection with the Bonds or any Parity Obligations and (ii) amounts necessary for payment of fees, expenses and similar charges owing in such month or the following month by the Authority in connection with Subordinate Obligations. The Authority will inform the Trustee of such amounts, in writing, on or prior to the first Business Day of each month.

After making the foregoing transfers, the Trustee will transfer certain amounts of the Sales Tax Revenues to meet the requirements of the TIFIA Loan Agreement, as defined under the caption “—Subordinate Obligations” below.”

See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Allocation of Sales Tax Revenues” for a more complete discussion.

After making the foregoing allocations, all Sales Tax Revenues will be transferred to the Authority and may be applied by the Authority for all lawful purposes of the Authority.

No Bond Reserve Fund

No Bond Reserve Fund will be established for the Series 2023 Bonds. The Series 2014 Bonds and the Series 2022 Bonds are similarly not secured by any Bond Reserve Fund.

Additional Bonds and Other Parity Obligations

Issuance of Additional Bonds. Upon the delivery of the Series 2023 Bonds, the only outstanding obligations secured by Sales Tax Revenues on a parity with the Series 2023 Bonds will be any Series 2014 Bonds not refunded with the proceeds of the Series 2023 Bonds and the Series 2022 Bonds. The Authority may issue additional Bonds and may issue or incur other obligations secured in whole or in part by a pledge of Sales Tax Revenues on a parity with the Bonds and the regularly scheduled payments on any Interest Rate Swap Agreements, subject to compliance with the terms and provisions set forth in the Indenture, including those described below.

- (a) No Event of Default shall have occurred and then be continuing.
- (b) If the Supplemental Indenture providing for the issuance of such Series of additional Bonds requires either (i) the establishment of a Bond Reserve Fund to provide additional security for such Series of Bonds or (ii) that the balance on deposit in an existing Bond Reserve Fund be increased, forthwith upon the receipt of the proceeds of the sale of such Series, to an amount at least equal to the Bond Reserve Requirement with respect to such Series of Bonds and all other Bonds secured by such Bond Reserve Fund to be considered Outstanding upon the issuance of such additional Series of Bonds, the supplemental Indenture providing for the issuance of such additional Series of Bonds will require deposit of the amount necessary. Said deposit will be made as provided in the Supplemental Indenture providing for the issuance of such additional Series of Bonds and may be made from the proceeds of the sale of such Series of Bonds or from other funds of the Authority or from both such sources or in the form of a Reserve Facility as described under APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Definitions” and “Establishment and Application of Funds and Accounts — Funding and Application of Bond Reserve Funds.”

(c) The aggregate principal amount of Bonds issued under the Indenture shall not exceed any limitation imposed by the Act or any other law or by any Supplemental Indenture.

(d) The Authority shall place on file with the Trustee a Certificate of the Authority certifying that the amount of Sales Tax Revenues collected during any twelve (12) consecutive calendar months specified by the Authority within the most recent eighteen (18) calendar months immediately preceding the date on which such additional Series of Bonds will become Outstanding shall have been at least equal to 2.0 times Maximum Annual Debt Service on all Series of Bonds and Parity Obligations then Outstanding and the additional Series of Bonds then proposed to be issued, which Certificate shall also set forth the computations upon which such Certificate is based.

(e) Principal payments of each additional Series of Bonds shall be due on March 1 or September 1 in each year in which principal is to be paid if and to the extent deemed practical in the reasonable judgment of the Authority with regard to the type of Bond to be issued, and, if the interest on such Series of Bonds is to be paid semiannually, such interest payments shall be due on March 1 and September 1 in each year to the extent deemed practical in the reasonable judgment of the Authority with regard to the type of Bond to be issued.

Nothing in the Indenture will prevent or be construed to prevent the Supplemental Indenture providing for the issuance of an additional Series of Bonds from pledging or otherwise providing, in addition to the security given or intended to be given by the Indenture, additional security for the benefit of such additional Series of Bonds or any portion thereof.

In the event additional assets or revenues are included within the definition of “Revenues” by a Supplemental Indenture, such additional assets or revenues shall be included in the calculations to be provided in subsection (d) above as if such additional assets or revenues had always been included in “Revenues.”

See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Issuance of Additional Bonds and Other Obligations.”

Proceedings for Issuance of Additional Bonds. Subsequent to the issuance of the Series 2023 Bonds, before any additional Series of Bonds shall be issued and delivered, the Authority will file each of the documents identified below with the Trustee:

- (a) A Supplemental Indenture authorizing such Series executed by the Authority.
- (b) A Certificate of the Authority certifying: (i) that no Event of Default has occurred and is then continuing; and (ii) that the requirements specified in paragraphs (b) and (c) above under the subcaption “— *Issuance of Additional Bonds*” have been satisfied by the Authority.
- (c) A Certificate of the Authority certifying (on the basis of computations made no later than the date of sale of such Series of Bonds) that the requirement of paragraph (d) above under the subcaption “— *Issuance of Additional Bonds*” is satisfied.
- (d) An Opinion of Bond Counsel to the effect that the Supplemental Indenture is being entered into in accordance with the Indenture and that such Series of Bonds, when duly executed by the Authority and authenticated and delivered by the Trustee, will be valid and binding obligations of the Authority.

Issuance of Refunding Bonds. Under the Indenture, the Authority may issue Refunding Bonds (such as the Series 2023 Bonds) on a parity with the Bonds and any Parity Obligations. Refunding Bonds (such as the Series 2023 Bonds) may be authorized and issued by the Authority without compliance with the provisions described in paragraph (d) above under the subcaption “— *Issuance of Additional Bonds*” or paragraph (c) above under the subcaption “— *Proceedings for Issuance of Additional Bonds*” in accordance with the Indenture, see

APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Issuance of Additional Bonds and Other Obligations — *Issuance of Refunding Bonds.*”

Parity Obligations. Under the Indenture, the Authority may issue Parity Obligations on a parity with the Bonds provided such Parity Obligations have been duly and legally authorized by the Authority for any lawful purpose and the Authority delivers a Certificate certifying that (i) no Event of Default has occurred and is then continuing, and (ii) the requirements set forth in the provisions described in paragraph (d) above under the subcaption “— Issuance of Additional Bonds” have been satisfied with respect to such Parity Obligations. If the Parity Obligations are refunding obligations certification with respect to the provisions described in paragraph (d) above under the subcaption “— Issuance of Additional Bonds” is not required. See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Issuance of Additional Bonds and Other Obligations — *Limitations on the Issuance of Obligations Payable from Sales Tax Revenues; Parity Obligations; Subordinate Obligations.*”

“Parity Obligations” means (i) any indebtedness, installment sale obligation, lease obligation or other obligation of the Authority for borrowed money, (ii) any obligation to pay the Rebate Requirement, or (iii) any Interest Rate Swap Agreement (excluding fees and expenses and termination payments on Interest Rate Swap Agreements, which fees and expenses and termination payments will be secured by a lien and charge on the Sales Tax Revenues subordinate to the lien and charge upon Sales Tax Revenues that secures the Bonds, Parity Obligations and payment of principal of and interest on Subordinate Obligations) entered into in connection with a Series of Bonds, in each case incurred in accordance with the Indenture, and in each case having an equal lien and charge upon the Sales Tax Revenues and therefore being payable on a parity with the Bonds (whether or not any Bonds are Outstanding).

Subordinate Obligations

Under the Indenture, the Authority may issue obligations subordinate to the Bonds, Refunding Bonds and Parity Obligations (“Subordinate Obligations”) that are payable as to principal, premium, interest and reserve fund requirements, if any, only out of Sales Tax Revenues after the prior payment of all amounts then required to be paid thereunder from Sales Tax Revenues for principal, premium, interest and reserve fund requirements, if any, for all Bonds Outstanding, and all Parity Obligations outstanding, as the same become due and payable, and at the times and in the amounts as required in the Indenture and in the instrument or instruments pursuant to which any Parity Obligations were issued or incurred, provided that the conditions to issuance or incurrence of such Subordinate Obligations set forth in the Indenture are satisfied. See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Issuance of Additional Bonds and Other Obligations — *Limitations on the Issuance of Obligations Payable from Sales Tax Revenues; Parity Obligations; Subordinate Obligations.*” Other than as described below, the Authority currently has no plans to issue or incur any additional Subordinate Obligations.

The Authority has an ongoing commercial paper program pursuant to which the Authority issues, from time to time, commercial paper notes (the “Commercial Paper Notes”) which are payable from the Sales Tax Revenues on a subordinate basis to the Bonds and Parity Obligations. The Authority is authorized to issue up to \$25 million in Commercial Paper Notes. As of October 1, 2023, the Authority had \$2,500,000 in Commercial Paper Notes outstanding. The Commercial Paper Notes are supported by an irrevocable, direct-pay letter of credit issued by Barclays Bank PLC to support the payment of the principal of and interest with respect to the Commercial Paper Notes. The current stated expiration date for the letter of credit with Barclays Bank PLC is September 11, 2025.

In June 2021, the Authority entered into a loan agreement with the United States Department of Transportation in connection with the I-10 Corridor Contract 1 Project (the “TIFIA Loan Agreement”). In order to secure the amounts due under the TIFIA Loan Agreement, the Authority issued its Toll Revenue Bonds (I-10 Corridor Contract 1 Project) (the “TIFIA Bonds”). The TIFIA Bonds are not secured by the Sales Tax Revenues; however, pursuant to the Third Supplement and the Fourth Supplement, the Authority has agreed to make an

investment in the I-10 Corridor Contract 1 Project from the Sales Tax Revenues on a subordinate basis to the Bonds and Parity Obligations. Such investment is made through the transfer of Sales Tax Revenues to the trustee for the TIFIA Bonds in each month to provide the “Cash Supplement Transfer Amount” and the “Backstop Transfer Amount” scheduled to be transferred for such month pursuant to the indenture relating to the TIFIA Bonds, and to address any deficiencies in such amounts from prior months that have not been made. See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Allocation of Sales Tax Revenues.” The Cash Supplement Transfer Amounts scheduled to be transferred in each Fiscal Year range from \$219,346 to \$4,158,199, beginning with the Fiscal Year ending June 30, 2027 and ending in the Fiscal Year ending June 30, 2040. The aggregate amount of Cash Supplement Transfer Amounts to be transferred by the Authority under the indenture relating to the TIFIA Bonds is expected to be approximately \$43,161,117. The annual amount of Backstop Transfer Amounts to be transferred by the Authority is determined on an annual basis by the Authority based on amounts needed to maintain a reserve fund established under the indenture for the TIFIA Bonds at a certain level. Transfers of the Backstop Transfer Amount are scheduled to begin in July 2025 and end in December 2039, subject to any true-up payments that are required to be made by the Authority. The indenture relating to the TIFIA Bonds limits the cumulative amount of Cash Supplement Transfer Amounts and Backstop Transfer Amounts to be transferred by the Authority to an aggregate amount of \$93,000,000 during the term of the TIFIA Bonds. The Authority is authorized to borrow up to \$250 million under the TIFIA Loan Agreement. As of October 1, 2023, \$202,216,397 was outstanding under the TIFIA Loan Agreement.

See also APPENDIX A — “AUTHORITY AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30 2022,” Notes 8 and 9.

THE SALES TAX

Authorization, Application and Collection of the Sales Tax

The Act, among other things, authorized the Authority to adopt a retail transactions and use tax ordinance applicable in the incorporated and unincorporated territory of the County in accordance with California’s Transaction and Use Tax Law (section 7251 *et seq.* of the California Revenue and Taxation Code) upon authorization by a majority of the electors voting on the issue. In accordance with the Act, Measure I was approved by 59.8% of the voters on November 7, 1989, enacting Ordinance No. 89-1 which imposed a retail transactions and use tax in the County. Ordinance No. 89-1 imposed a tax of one-half of one percent (1/2%) on the gross receipts of retailers from the sale of tangible personal property sold in the County and also imposed a use tax at the same rate upon the storage, use or other consumption in the County of such property purchased from any retailer for storage, use or other consumption in the County, subject to certain limited exceptions described below. Ordinance No. 89-1 imposed the Sales Tax for a period from April 1, 1990 through March 31, 2010. The Authority adopted Ordinance No. 04-01 on June 2, 2004 which provided for the continued imposition of the Sales Tax at the rate of one-half of one percent (1/2%) for a period from April 1, 2010 through March 31, 2040. On November 2, 2004, the renewal of Measure I contained in Ordinance No. 04-01 was approved by over 80% of the voters.

The one-half of one percent Sales Tax imposed by the Authority in the County is in addition to the sales tax levied statewide by the State of California (the “State”), which is currently 7.25%, and other sales taxes imposed by certain cities within the County. See “THE SALES TAX — Other Sales Taxes Imposed in the County.” In general, the statewide sales tax applies to the gross receipts of retailers from the sale of tangible personal property. The statewide use tax is imposed on the storage, use or other consumption in the State of property purchased from a retailer for such storage, use or other consumption. Since the use tax does not apply to cases where the sale of the property is subject to the sales tax, the application of the use tax generally applies to purchases made outside of the State for use within the State, subject to certain exceptions.

The Sales Tax generally is imposed upon the same transactions and items subject to the sales and use tax levied statewide by the State (hereinafter collectively referred to as the “State Sales Tax”), with generally

the same exceptions. Many categories of transactions are exempt from the State Sales Tax and the Sales Tax. The most important of these exemptions are: sales of food products for home consumption, prescription medicine, edible livestock and their feed, seed and fertilizer used in raising food for human consumption, and gas, electricity and water when delivered to consumers through mains, lines and pipes. In addition, “Occasional Sales” (i.e., sales of property not held or used by a seller in the course of activities for which he or she is required to hold a seller’s permit) are generally exempt from the State Sales Tax and from the Sales Tax; however, the “Occasional Sales” exemption does not apply to the sale of an entire business and other sales of machinery and equipment used in a business. Sales of property to be used outside the County which are shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer, or by delivery by the retailer to a carrier for shipment to a consignee, at such point, are exempt from the State Sales Tax and from the Sales Tax.

Action by the State Legislature or by voter initiative or judicial decisions interpreting State law could change the transactions and items upon which the State Sales Tax and the Sales Tax are imposed. Such changes or amendments could have either an adverse or beneficial effect on Sales Tax Revenues. The Authority is not currently aware of any proposed legislative change which would have a material adverse effect on Sales Tax Revenues. See also “RISK FACTORS — Proposition 218” herein.

Collection of Sales Tax Revenues

Collection of the Sales Tax is administered by the CDTFA. The Authority and the CDTFA have entered into an agreement, as it has been amended and supplemented, for state administration of transactions and use taxes to authorize payment of Sales Tax Revenues directly to the Trustee. Pursuant to the agreement, the CDTFA, after deducting amounts payable to itself for administrative costs, will be required to remit the balance of amounts received from the Sales Tax directly to the Trustee.

The Trustee will be required to apply the Sales Tax Revenues to make deposits to the funds and accounts established under the Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 Bonds” herein. The fee that the CDTFA is authorized to charge for collection of the Sales Tax is determined by State legislation. The CDTFA fee for collection of the Sales Tax for Fiscal Year 2023-24 is estimated at \$2,079,480.

Historical Sales Tax Revenues

Sales Tax Revenues Collected Under Ordinance 89-1. The following table sets forth sales tax revenues collected under Ordinance No. 89-1 (“Ordinance 89-1 Sales Tax Revenues”) net of the State Board of Equalization (now the CDTFA) administrative fee for the Fiscal Years indicated below.

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
ORDINANCE 89-1 SALES TAX REVENUES
Fiscal Years Ended June 30, 1990 through 2010**

<i>Fiscal Year Ended June 30</i>	<i>Sales Tax Revenues⁽¹⁾</i>	<i>% Change From Prior Fiscal Year</i>
1990	\$ 4,126,121 ⁽²⁾	N/A
1991	50,654,294	--
1992	53,784,324	6.2%
1993	54,747,612	1.8
1994	54,842,475	0.2
1995	57,960,529	5.7
1996	62,037,345	7.0
1997	64,846,755	4.5
1998	69,644,443	7.4
1999	73,244,075	5.2
2000	84,413,385	15.2
2001	90,618,695	7.4
2002	94,524,807	4.3
2003	104,063,009	10.1
2004	111,575,283	7.2
2005	131,902,744	18.2
2006	148,073,689	12.3
2007	147,929,491	(0.1)
2008	140,547,350	(5.0)
2009	114,901,053	(18.2)
2010	106,073,764 ⁽³⁾	(7.7)

⁽¹⁾ Net of State Board of Equalization (now the CDTFA) administrative fee.

⁽²⁾ Fiscal Year ended June 30, 1990 represents a partial year of revenues.

⁽³⁾ Ordinance No. 89-1 imposed the Sales Tax for a period from April 1, 1990 to March 31, 2010. Ordinance No. 04-01 imposes the Sales Tax for the period from April 1, 2010 through March 31, 2040. Thus, amounts shown for Fiscal Year ended June 30, 2010 include receipts of the Sales Tax imposed pursuant to both Ordinance No. 89-1 and Ordinance No. 04-01. Only those amounts collected in connection with the Sales Tax imposed on and after April 1 in such year would have constituted pledged Sales Tax Revenues under the Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 BONDS Pledge of Sales Tax Revenues and Certain Funds and Accounts Held by Trustee" herein.

Source: The Authority.

Sales Tax Revenues Collected Under Ordinance No. 04-01. Ordinance No. 04-01 imposed the Sales Tax from April 1, 2010 through March 31, 2040. The following table sets forth Sales Tax Revenues net of the State Board of Equalization or CDTFA, as applicable, administrative fee for the Fiscal Years indicated below.

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
HISTORICAL SALES TAX REVENUES
Fiscal Years Ended June 30, 2010 through 2023**

<i>Fiscal Year Ended June 30</i>	<i>Sales Tax Revenues⁽¹⁾</i>	<i>% Change From Prior Fiscal Year</i>
2010	\$106,073,764 ⁽²⁾	(7.7)%
2011	117,927,079	11.2
2012	132,276,581	12.2
2013	138,482,732	4.7
2014	145,407,342	5.0
2015	152,342,401	4.8
2016	160,848,014	5.6
2017	163,814,528	1.8
2018	162,945,073	(0.5)
2019	183,621,992	12.7 ⁽³⁾
2020	179,016,883	(2.5) ⁽⁴⁾
2021	222,320,683	24.2 ⁽⁴⁾
2022	252,227,712	13.5 ⁽⁴⁾
2023	257,469,979 ⁽⁵⁾	2.1 ⁽⁴⁾

⁽¹⁾ Net of State Board of Equalization/CDTFA administrative fee.

⁽²⁾ Ordinance No. 89-1 imposed the Sales Tax for a period from April 1, 1990 to March 31, 2010. Ordinance No. 04-01 imposes the Sales Tax for the period from April 1, 2010 through March 31, 2040. Thus, amounts shown for Fiscal Year ended June 30, 2010 include receipts of the Sales Tax imposed pursuant to both Ordinance No. 89-1 and Ordinance No. 04-01. Only those amounts collected in connection with the Sales Tax imposed on and after April 1 in such year would have constituted pledged Sales Tax Revenues under the Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 BONDS Pledge of Sales Tax Revenues and Certain Funds and Accounts Held by Trustee" herein.

⁽³⁾ In May 2018, CDTFA implemented a new automated system for processing, reporting and distributing sales tax revenues to agencies throughout the State. As a result, several thousand tax returns were not processed in a timely manner. Approximately \$1,373,405 of Fiscal Year 2018 revenue was recorded in Fiscal Year 2019. Assuming the \$1,373,405 figure was properly accounted for in Fiscal Year 2018, annual sales tax revenues would have been \$164,318,478 for Fiscal Year 2018 and \$182,248,587 in Fiscal Year 2019.

⁽⁴⁾ Sales tax collections from Fiscal Year 2020 through Fiscal Year 2022 reflect a confluence of factors, including the brief COVID-19 related economic downturn and subsequent recovery and inflation. See "RISK FACTORS – Economy of the County and the State." In Fiscal Year 2023, the year-over-year change in Sales Tax Revenues reflects a normalization in the volatility of collections.

⁽⁵⁾ Unaudited actual results for Fiscal Year 2023.

Source: The Authority.

Set forth in the table below are the monthly Sales Tax Revenues for Fiscal Years ended June 30, 2022 and 2023 and for the first month of Fiscal Year ending June 30, 2024.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
MONTHLY HISTORICAL SALES TAX REVENUES
Fiscal Years Ended June 30, 2022 and 2023, and First Month
of Fiscal Year Ending June 30, 2024

<i>Month</i>	<i>Fiscal Year Ended 2022</i>	<i>Fiscal Year Ended 2023</i>	<i>% Change From Prior Fiscal Year</i>	<i>Fiscal Year Ending 2024⁽¹⁾</i>	<i>% Change From Prior Fiscal Year</i>
July	\$ 18,760,972	\$ 19,806,202	5.57%	\$ 20,053,030	1.25%
August	21,226,792	20,615,189	-2.88	--	--
September	21,260,499	25,261,173	18.82	--	--
October	18,744,174	20,394,913	8.81	--	--
November	18,119,934	18,266,087	0.81	--	--
December	28,266,001	28,787,318	1.84	--	--
January	17,943,959	19,087,043	6.37	--	--
February	17,694,742	17,750,813	0.32	--	--
March	25,631,235	23,825,439	-7.05	--	--
April	19,846,860	19,360,559	-2.45	--	--
May	22,718,582	22,451,655	-1.17	--	--
June	<u>22,013,962</u>	<u>21,863,588</u>	-0.68	--	--
Total	\$252,227,712	\$257,469,979	2.08		

⁽¹⁾ Unaudited. Reported on an accrual basis.
Source: The Authority

Annual Sales Tax Revenues for the Fiscal Year ended June 30, 2023 were \$257,469,979 representing an increase of \$5,242,267 or 2.08% from the previous Fiscal Year. The Authority believes the year-over-year change in Sales Tax Revenues in Fiscal Year 2023 reflects a normalization in Sales Tax Revenues collections following a period of volatility of collections caused by a confluence of factors, including the brief COVID-19 related economic downturn and subsequent recovery and inflation. Total Sales Tax Revenues (accrual basis) for the first months of the Fiscal Year ending June 30, 2024 were \$20,053,030, representing an increase of 1.25% from Sales Tax Revenues for the first month of the previous Fiscal Year.

The Authority is unable to predict the amount of future Sales Tax Revenues. For a summary of historical taxable retail sales within the County, see the table entitled “County of San Bernardino, Taxable Sales Transactions” in APPENDIX B — “COUNTY OF SAN BERNARDINO, CALIFORNIA DEMOGRAPHIC AND ECONOMIC INFORMATION.”

The following table sets forth the Maximum Annual Debt Service coverage ratio for the Series 2014 Bonds and the Series 2022 Bonds, based on Sales Tax Revenues for the Fiscal Year ended June 30, 2023. See “DEBT SERVICE SCHEDULE” herein.

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
COVERAGE RATIO**

<i>Sales Tax Revenues Fiscal Year Ended June 30, 2023⁽¹⁾</i>	<i>Maximum Annual Debt Service*</i>	<i>Coverage Ratio*</i>
\$257,469,979	\$13,437,463	19.16x

* Preliminary, subject to change.

⁽¹⁾ Unaudited actual results for Fiscal Year 2023.

Source: PFM Financial Advisors LLC.

Other Sales Taxes Imposed in the County

With limited exceptions, the Sales Tax is imposed on the same transactions and items subject to the State Sales Tax. See “RISK FACTORS — Other Sales Taxes” herein. In addition to the State Sales Tax and the Sales Tax, the following sales and use taxes are imposed by certain entities within the County. No portion of the State Sales Tax or the following taxes imposed within the County are pledged to the repayment of the Series 2023 Bonds.

<i>Sales and Use Tax</i>	<i>Tax Rate</i>	<i>Effective Date</i>	<i>Termination Date</i>
City of Barstow	1.00%	4/1/2019	None
City of Colton	1.00	4/1/2023	None
City of Montclair	0.25	4/1/2005	None
City of Montclair (Essential Services Protection)	1.00	4/1/2021	None
City of Ontario	1.00	4/1/2023	None
City of Redlands	1.00	4/1/2021	None
City of San Bernardino	1.00	4/1/2021	None
City of Victorville	1.00	4/1/2021	None
Town of Yucca Valley (Essential Services)	0.50	4/1/2017	3/31/2027
Town of Yucca Valley (Sewer Implementation)	0.50	4/1/2017	3/31/2027

Source: *California City and County Sales and Use Tax Rates* (October 1, 2021), CDTFA.

Accounting for all the various sales taxes described above, transactions in the County are currently being taxed at an effective rate of 7.75% outside of the cities of Barstow, Montclair, Redlands, San Bernardino and Victorville and the Town of Yucca Valley, and at 8.75% in the cities of Barstow, Colton, Ontario, Redlands, San Bernardino and Victorville and the Town of Yucca Valley, and at 9.00% in the City of Montclair.

Outstanding Bonds

The Series 2023 Bonds are secured by Sales Tax Revenues on a parity with any Series 2014 Bonds not refunded with proceeds of the Series 2023 Bonds and the Series 2022 Bonds. The Series 2022 Bonds were issued to provide funds to refund the Authority’s Sales Tax Revenue Bonds (Limited Tax Bonds), 2012 Series A and to pay costs of issuance of the Series 2022 Bonds. The Series 2022 Bonds are currently outstanding in the aggregate principal amount of \$56,930,000, with a final maturity of March 1, 2040. See the caption “DEBT SERVICE SCHEDULE.”

Project Advancement Agreements

On April 1, 2009, the Board of Directors of the Authority approved Policy No. 40002, Valley Project Advancement and Advance Expenditure Processes-Measure I 2010-2040 Strategic Plan (the “Project Advance Policy”). The Project Advance Policy delineates requirements for advance expenditures to enable local jurisdictions to advance funding for development and construction of freeway interchange and grade separation projects and receive reimbursement from Sales Tax Revenues as funds become available. One of the requirements is the freeway interchange project must be on the top ten prioritization list approved by the Board of Directors of the Authority. Interchanges in the 11-20 priority range may be eligible for an advance expenditure agreement on an exception basis, with the required financial plan. Reimbursement for these exception interchanges is required to be based on the chronological order of expenditure, following reimbursement for all active top 10 interchanges. In general, the Authority will complete reimbursement for a freeway interchange or grade separation project in its entirety prior to allocation of funds to construction of a project of lower priority on the freeway interchange or grade separation prioritization list. Additionally, Policy No. 40017, Rural Mountain/Desert Subareas Major Local Highways Program Measure I 2010-2040 Strategic Plan, allows local jurisdictions in the Rural Mountain/Desert Subareas to advance funding for local priority projects and receive reimbursement from Sales Tax Revenues as funds become available.

The Authority currently has approved three project advancement agreements:

- City of Rancho Cucamonga. The Authority has agreed to reimburse the City of Rancho Cucamonga up to \$20,853,000 for interchange improvement at I-15 and Base Line Road. This project is seventh on the interchange priority list and the outstanding amount as of June 30, 2023 was \$4,429,378.
- County of San Bernardino. The Authority has agreed to reimburse County of San Bernardino up to \$900,000 for Needles Highway, Segment 1C Project. The outstanding amount as of June 30, 2023 was \$900,000.
- City of Big Bear Lake. The Authority has agreed to reimburse the City of Big Bear Lake up to \$3,200,000 for the Moonridge Road Improvement Project. The outstanding amount as of June 30, 2023 was \$3,200,000.

See also APPENDIX A — “AUTHORITY AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2022” Note 8. Payments made by the Authority under Advancement Agreements are unsecured obligations of the Authority payable from Sales Tax Revenues, subject to certain limitations in the Project Advance Policy. Sales Tax Revenues are not pledged to the reimbursement obligations of the Authority under the project advancement agreements.

Recent Developments Regarding Sales Tax Collection

In June 2018, the United States Supreme Court published its decision in *South Dakota v. Wayfair* (the “Wayfair Decision”), in which the Supreme Court held that sales to a customer in a particular state alone are sufficient to create a nexus for purposes of determining whether a seller is required to collect sales taxes of the applicable state. Prior to the Wayfair Decision, courts had interpreted the dormant Commerce Clause of the United States Constitution to require that a company have physical nexus in a state in order for the seller to be liable for the collection of that state’s sales tax. Physical nexus is defined as having either property or payroll in the state, including a resident employee working from home or inventory stored in that state.

The State of California has issued guidance in response to the Wayfair Decision. Under such guidance, retailers located outside of the State are required to register with the CDTFA, collect the California use tax, and pay the tax to the CDTFA based on the amount of their sales into California, even if they do not have a physical presence in the state. The new collection requirements apply to retailers if during the preceding or current calendar year certain sales thresholds are met. The new collection requirements started to apply to taxable sales

of tangible personal property to California consumers on and after April 1, 2019, and were not retroactive. Additionally, the State's passage of Assembly Bill 147, signed by the Governor on April 25, 2019, provides the implementation rules for the Wayfair Decision in California. The Authority is unable to predict the ultimate benefit that the Wayfair Decision may have on Sales Tax Revenues.

SAN BERNARDINO COUNTY TRANSPORTATION EXPENDITURE PLAN

General Description

On November 7, 1989, the voters of the County approved the San Bernardino County Transportation Expenditure Plan contained in Ordinance No. 89-1 of the Authority. Ordinance No. 89-1 provided for the imposition of the Sales Tax for transportation purposes, including but not limited to the administration of the Authority, the construction, maintenance, improvement and operation of local streets, roads and highways, and State highways and freeways and public transit systems. These purposes include expenditures for planning, environmental reviews, engineering and design costs and related right-of-way acquisition. They also include, but are not limited to, debt service on bonds and expenses in connection with the issuance of bonds. The Sales Tax was imposed over a 20-year period from April 1, 1990 through March 31, 2010.

On January 3, 1990, the Authority adopted Ordinance No. 90-1 which amended certain provisions of Ordinance No. 89-1.

On June 2, 2004, the Authority adopted Ordinance No. 04-01 which provided for the renewal of the Sales Tax, to be imposed over a 30-year period from April 1, 2010 through March 31, 2040. On November 2, 2004, the voters of the County approved the San Bernardino County Transportation Expenditure Plan contained in Ordinance No. 04-01 of the Authority by over 80% (the "Expenditure Plan"), which included the following:

- Widening/improving I-10, I-15, I-210, I-215, SR-60, SR-62, SR-18 and US-395;
- Improving various freeway interchanges countywide;
- Improving local streets and roads;
- Expanding transit for seniors and disabled riders; and
- Expanding rail transit service.

Ordinance No. 04-01, referred to herein as the "Ordinance," defines the parameters of the Expenditure Plan.

The Authority accounts for Sales Tax Revenues separately by subarea. Sales Tax Revenues generated from each specified subarea will be expended on projects of direct benefit to that subarea within the County, as provided in the Expenditure Plan. Allocation of the Sales Tax Revenue to each subarea will be subordinate to the payment of principal of and interest on the Bonds, including the Series 2023 Bonds.

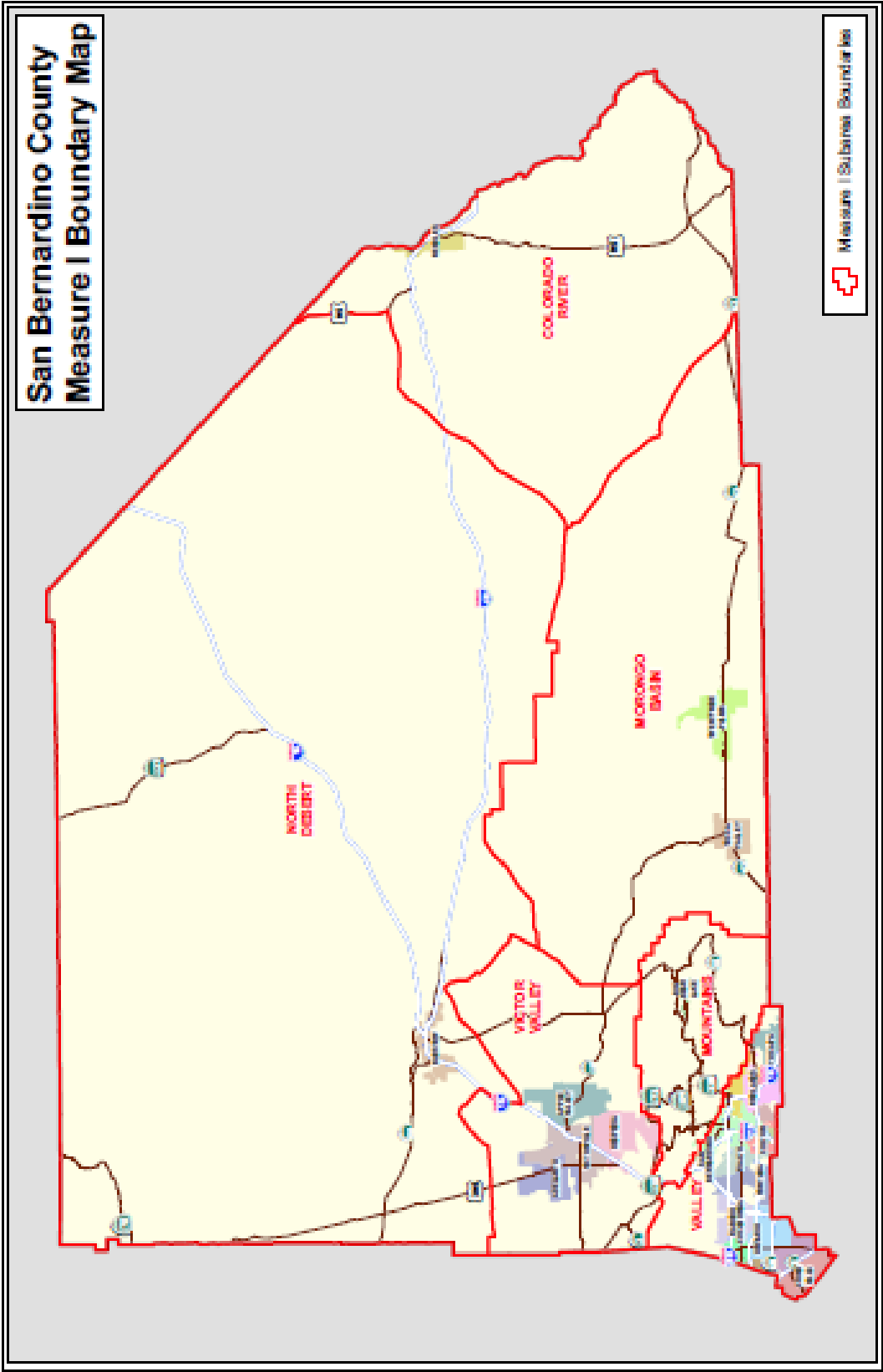
Expenditure Plan

The following is a description of the requirements and parameters of the Expenditure Plan. The entire Expenditure Plan is located at <https://www.gosbcta.com/wp-content/uploads/2019/10/MeasureI-Ordinance04-01andTransportationExpenditurePlan.pdf>. Information set forth on such website is not incorporated herein by reference.

After deduction of all required CDTFA fees and authorized costs (including payment of debt service on any portion of the Series 2014 Bonds not refunded with the proceeds of the Series 2023 Bonds, the Series 2022 Bonds and the Series 2023 Bonds), revenues generated from each specified subarea within the County will be expended on projects of direct benefit to that subarea. Revenues will be accounted for separately for each subarea and then allocated to specified project categories. Decisions on how revenues are expended within the subareas will be made by the Authority's Board of Directors, based upon recommendation of local representatives.

Subarea Identification. The San Bernardino Valley Subarea includes the cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa and unincorporated areas in the east and west portions of the San Bernardino valley urbanized area. The Mountain-Desert Area includes the following subareas: (1) the North Desert Subarea, which includes the City of Barstow and surrounding unincorporated areas; (2) the Colorado River Subarea, which includes the City of Needles and the surrounding unincorporated areas of the East Desert; (3) the Morongo Basin Subarea, which includes the City of Twentynine Palms, Town of Yucca Valley and surrounding unincorporated areas; (4) the Mountain Subarea, which includes the City of Big Bear Lake and surrounding unincorporated areas of the San Bernardino Mountains; and (5) the Victor Valley Subarea, which includes the Cities of Adelanto, Hesperia and Victorville; the Town of Apple Valley; and surrounding unincorporated areas including Wrightwood. A map of the subareas can be found on the following page.

Cajon Pass Expenditure Plan. Three percent of the revenue generated in the San Bernardino Valley Subarea and the Victor Valley Subarea will be reserved in advance of other allocations specified in the Expenditure Plan in an account for funding of the I-15/I-215 Interchange in Devore, I-15 widening through Cajon Pass and truck lane development. Cajon Pass serves as the major transportation corridor connecting the two urbanized areas within the County and is in need of the identified improvements, which are critical components to intra-county travel for residents of both the Victor Valley and San Bernardino Valley.



San Bernardino Valley Subarea Expenditure Plan. Sales Tax Revenues collected in the Valley Subarea will be allocated among the project categories according to the percentages listed in the following table:

<i>Project</i>	<i>Description of Project</i>	<i>% of Revenue</i>
Freeway Program	Eligible projects include: I-10 widening from I-15 to Riverside County Line, I-15 widening from Riverside County Line to I-215, I-215 widening from Riverside County Line to I-10, I-215 widening from SR-210 to I-15, SR-210 widening from I-215 to I-10, and carpool lane connectors.	29%
Freeway Interchange Program	Eligible projects include various interchanges on I-10, I-15, SR-60, I-215, and SR-210. The SANBAG Nexus Study contains the list of freeway interchanges in the Valley that are eligible for these funds.	11%
Major Street Program	The SANBAG Nexus Study and CMP requirements have established projects that are eligible for funding under this program. Both rail/highway grade separations and arterial roadway improvements on the regional Nexus Study Network are eligible. The regional network is identified in the Nexus Study.	17%
Local Street Program	Local street projects are defined as local street and road construction, repair, maintenance and other eligible local transportation priorities. Expenditure of funds shall be based on a Five Year Plan adopted annually by the governing body of each jurisdiction. Funds are passed by the Authority directly through to the local jurisdictions.	20%
Metrolink/Rail Program	Eligible expenditures include, in part, purchase of additional Metrolink commuter rail passenger cars and locomotives, construction of additional track capacity, construction of additional parking spaces at Metrolink stations, new passenger rail service between San Bernardino and Redlands, and extension of the Gold Line light rail to Montclair.	8%
Express Bus/Bus Rapid Transit Program	Funds in this category shall be expended for the development, implementation, and operation of express bus and bus rapid transit (BRT) service, to be jointly developed by the Authority and transit service agencies serving the Valley Subarea.	5%
Senior and Disabled Transit Program	This is a continuation of the subsidy to transit operators to reduce fares for senior and disabled citizens and provides an additional 2% for the formation of a Consolidated Transportation Services Agency.	8%
Traffic Management Systems Program	Eligible projects include signal synchronization, systems to improve traffic flow, commuter assistance programs, freeway service patrol, and projects which contribute to environmental enhancement associated with transportation facilities.	2%

Mountain-Desert Expenditure Plan. Sales Tax Revenues collected in the Mountain Desert Subareas will be allocated among the project categories according to the percentages listed in the following table:

<i>Project</i>	<i>Description of Project</i>	<i>% of Revenue</i>
Local Street Program	Local street projects are defined as street and road construction, repair, maintenance and other eligible transportation priorities established by local jurisdictions. Expenditure of funds shall be based on a Five Year Plan adopted annually by the governing body of each jurisdiction. Funds are passed by the Authority directly through to the local jurisdictions.	68%
Major Local Highway Program	Major Local Highway Projects are defined as major streets and highways serving as primary routes of travel within the subarea, which may include State highways and freeways, where appropriate. Major Local Highway Projects funds can be utilized to leverage other state and federal funds for transportation projects and to perform advance planning/project reports.	25%
Senior and Disabled Transit Program*	In the North Desert, Colorado River, Morongo Basin, and Mountain Subareas, local representatives may provide additional funding beyond 5% upon a finding that such increase is required to address unmet transit needs of senior and disabled transit services. All increases above the 5% initial revenue collected for Senior and Disabled Transit Service shall come from the general Local Street Projects category of the subarea.	5%
Project Development and Traffic Management Systems	Projects may include costs associated with corridor studies and project study reports, projects to improve traffic flow and maximize use of transportation facilities, congestion management, commuter assistance programs, and projects which contribute to environmental enhancement associated with highway facilities. If after five years of revenue collection and every five years thereafter, the local representatives and the Mountain/Desert Committee make a finding that Project Development and Traffic Management System funds are not required for improvements of benefit to the subarea, then revenue in the Project Management and Traffic Management System category may be returned to the general Local Street Projects category.	2%

Future Financing Plans

Based on the Authority's current 10-year delivery plan, the Authority anticipates issuing Bonds to fund up to approximately \$250 million of projects during the next five Fiscal Years secured by Sales Tax Revenues to fund transportation projects authorized under the Expenditure Plan. The Authority intends to update the 10-

* In the Victor Valley Subarea, the percentage for Senior and Disabled Transit Service was initially 5% and increased by 0.5% in 2015 with additional increases of 0.5% every five years thereafter to a maximum of 7.5%.

year delivery plan in Fiscal Year 2024. The principal amount of additional Bonds or other financing instruments to be subsequently issued by the Authority and the timing of any such issuance or issuances will be determined by the Authority based on a variety of factors including the costs and timing of design and construction of the transportation projects to be financed and the resources then available. The issuance of additional Bonds is subject to the requirements of the Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 BONDS — Additional Bonds and Other Obligations.”

AUTHORITY INVESTMENT PORTFOLIO

Funds of the Authority are invested pursuant to an investment policy adopted by the Board, which permits the Authority to invest in some (but not all) of the types of securities authorized by State law for the investment of funds of local agencies (California Government Code Section 53600 et seq.) The securities in which the Authority currently is authorized to invest include United States treasury notes, bonds and bills, bonds, notes, bills, warrants and obligations issued by certain agencies of the United States, certain bankers acceptances, certain corporate commercial paper of prime quality, certificates of deposit, certain medium term corporate notes, certain shares of beneficial interest in diversified management companies (mutual funds), the State’s local agency investment fund, the San Bernardino County local agency investment fund, certain collateralized repurchase agreements, and other securities authorized under State law as appropriate for public fund investments and not specifically prohibited by the investment policy. The investment policy (which is subject to change in the future) does not allow investment in reverse repurchase agreements, financial futures, option contracts, mortgage interest strips, inverse floaters or securities lending or any investment that fails to meet the credit or portfolio limits of the investment policy at the time of investment.

Funds held by the Trustee under the Indenture are invested in Investment Securities (as defined in Appendix C) by the Trustee in accordance with instructions from the Authority. The instructions from the Authority currently restrict those investments to investments permitted by the investment policy adopted by the Board described above (except that the Trustee is permitted to invest a greater percentage of funds in mutual funds and a single mutual fund than the investment policy would otherwise permit).

The Authority’s primary investment strategy is to purchase investments with the intent to hold them to maturity. However, the Authority may sell an investment prior to maturity to avoid losses to the Authority resulting from further erosion of the market value of such investment or to meet operation or project liquidity needs.

The value of the various investments in the portfolio will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Further, such values may vary based on credit quality, ratings, or other factors. Therefore, there can be no assurance that the values of the various investments in the portfolio will not vary significantly from the values described below. Further, the values specified in the following tables were based upon estimates of market values provided to the Authority by a third party as of September 30, 2023. Accordingly, there can be no assurance that if these securities had been sold on September 30, 2023, the portfolio would have received the values specified. In addition, under certain provisions of the Indenture, funds and accounts held under the Indenture must be invested in certain specified Investment Securities that include investment agreements and other investments not described above.

As of September 30, 2023, the average maturity of the Authority's portfolio was ____ years, with an average yield of approximately ____%.

**AUTHORITY INVESTMENT PORTFOLIO INFORMATION
AS OF SEPTEMBER 30, 2023 ⁽¹⁾**

<i>Investments</i>	<i>Percent of Portfolio⁽²⁾</i>	<i>Market Value</i>
Money Market Funds		
State of California Local Agency Investment Fund		
California Asset Management Program		
San Bernardino County Pool		
(inclusive of Transportation Development Act funds)		
U.S. Treasuries		
U.S. Agencies		
Supranational		
Corporate Notes		
Certificates of Deposit		
Asset-Backed Securities		
Municipal Obligations		
Collateralized Deposits		
TOTAL INVESTMENTS⁽³⁾	100.00	\$ _____

⁽¹⁾ Unaudited.

⁽²⁾ Based on market value, excluding accrued interest.

⁽³⁾ May not total due to rounding.

Source: The Authority.

RISK FACTORS

Economy of the County and the State

The amount of Sales Tax Revenues collected at any time is directly dependent upon the level of retail sales within the County, which, in turn, depends on the level of general economic activity in the County. During the latter part of 2007 through 2010 the economy of the County was in a recession, as evidenced by a high unemployment rate, a decrease in total personal income and taxable sales, a drop in residential and commercial building permits, a decline in the rate of home sales and the median price of single-family homes and condominiums, an increase in notices of default on mortgage loans secured by homes and condominiums and an increase in foreclosures resulting from such defaults. During the Fiscal Years ended June 30, 2007 through 2010, the Sales Tax Revenues decreased each year to a low of approximately \$106 million in the Fiscal Year ended June 30, 2010.

As a result of the COVID-19 pandemic, economic activity and taxable sales within the County decreased, and correspondingly the Sales Tax Revenues in the Fiscal Year ended June 30, 2020 decreased compared to prior years. In Fiscal Year ended June 30, 2021, Sales Tax Revenues recovered, amounting to approximately \$222 million for such Fiscal Year, which represented an approximately 24.2% increase over Fiscal Year ended June 30, 2021. See the caption "THE SALES TAX—Historical Sales Tax Revenues."

In Fiscal Year 2023, concerns shifted to consumer spending potentially slowing as the Federal Reserve implemented a series of interest rate increases intended to reduce the annual inflation rate in the United States to a level closer to the Federal Reserve's stated long term target of 2 percent. The Authority continues to monitor how the recent levels of sustained, high inflation, coupled with the Federal Reserve's ongoing rate hikes and higher lending standards, may reduce, or otherwise negatively affect consumer spending, business expansion,

and ultimately, Sales Tax Revenues in the current and subsequent Fiscal Years. The Authority cannot accurately predict the magnitude of this impact on the County's economy.

For information relating to certain economic conditions within the County and the State, see APPENDIX B — "COUNTY OF SAN BERNARDINO, CALIFORNIA DEMOGRAPHIC AND ECONOMIC INFORMATION."

Investments

The Authority has significant holdings in a broad range of investments. Market fluctuations have affected and will continue to affect materially the value of those investments and those fluctuations may be and historically have been material. The market disruption has exacerbated the market fluctuations, but as a result of stable investments in government securities, the Authority's portfolio has not suffered any major losses with respect to the principal amount of funds invested. The Authority has experienced an increase in interest income on such investments as a result of increased interest rates. See "AUTHORITY INVESTMENT PORTFOLIO" herein.

Collection of the Sales Tax

With limited exceptions, the Sales Tax is imposed upon the same transactions and items subject to the sales tax levied statewide by the State. The State Legislature or the voters within the State, through the initiative process, could change or limit the transactions and items upon which the statewide sales tax and the Sales Tax are imposed. Any such change or limitation could have a material adverse impact on the Sales Tax Revenues collected. For a description of the Sales Tax, see "THE SALES TAX" herein.

Proposition 218

On November 5, 1996, voters in the State approved an initiative known as the Right to Vote on Taxes Act ("Proposition 218"). Proposition 218 added Articles XIIC and XIID to the California Constitution. Article XIIC requires majority voter approval for the imposition, extension or increase of general taxes and two-thirds voter approval for the imposition, extension or increase of special taxes by a local government, which is defined to include local or regional governmental agencies such as the Authority. The Sales Tax was approved by more than two thirds of the voters in the County and is therefore in compliance with the requirements of Proposition 218. Article XIIC also removes limitations that may have applied to the voter initiative power with regard to reducing or repealing previously authorized local taxes, even previously voter-approved taxes like the Sales Tax. In the view of the Authority, however, any attempt by the voters to use the initiative provisions of Proposition 218 to rescind or reduce the levy and collection of the Sales Tax in a manner which would prevent the payment of debt service on the Series 2023 Bond, would violate the Contracts Clause of the United States Constitution and, accordingly, would be precluded. The interpretation and application of Proposition 218 will ultimately be determined by the courts.

Further Initiatives

Proposition 218 was adopted as a measure that qualified for the ballot pursuant to California's initiative process. From time to time other initiative measures could be adopted, which may affect the Authority's ability to levy and collect the Sales Tax.

No Acceleration or Increase in Interest Rate Upon Default

The Indenture does not contain a provision allowing for the acceleration of the Series 2023 Bonds or an increase in the interest rate on the Series 2023 Bonds, in the event of a default in the payment of principal and interest on the Series 2023 Bonds when due. In the event of a default by the Authority, the Holders of at least a majority of the aggregate amount of the Series 2023 Bonds will have the right to request the Trustee to exercise

the remedies, subject to the limitations thereon, set forth in the Indenture. See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE.”

Loss of Tax Exemption

As discussed under “TAX MATTERS,” interest on the Series 2023 Bonds could become includable in federal gross income, possibly from the date of issuance of the Series 2023 Bonds, as a result of acts or omissions of the Authority subsequent to the issuance of the Series 2023 Bonds. Should interest become includable in federal gross income, the Series 2023 Bonds are not subject to redemption by reason thereof and will remain outstanding until maturity.

Bankruptcy Considerations

The Authority is permitted to file for Chapter 9 municipal bankruptcy under certain circumstances. Should the Authority file for bankruptcy, there could be adverse effects on the holders of the Series 2023 Bonds.

If the Sales Tax Revenues are “special revenues” under the Bankruptcy Code, then Sales Tax Revenues collected after the date of the bankruptcy filing should be subject to the lien of the Indenture. “Special revenues” are defined to include taxes specifically levied to finance one or more projects or systems, excluding receipts from general property, sales, or income taxes levied to finance the general purposes of the governmental entity. The Sales Tax was levied to finance the Expenditure Plan, which includes a number of projects (collectively referred to herein as the “Expenditure Plan Projects”), and some of these Expenditure Plan Projects are described in broad terms. No assurance can be given that a court would not hold that the Sales Tax Revenues are not special revenues. Were the Sales Tax Revenues determined not to be “special revenues,” then Sales Tax Revenues collected after the commencement of a bankruptcy case would likely not be subject to the lien of the Indenture. The holders of the Series 2023 Bonds may not be able to assert a claim against any property of the Authority other than the Sales Tax Revenues, and were these amounts no longer subject to the lien of the Indenture following commencement of a bankruptcy case, then there could thereafter be no amounts from which the holders of the Series 2023 Bonds are entitled to be paid.

The Bankruptcy Code provides that special revenues can be applied to necessary operating expenses of the project or system from which the special revenues are derived, before they are applied to other obligations. This rule applies regardless of the provisions of the transaction documents. It is not clear as to whether, or to what extent, Sales Tax Revenues would be considered to be “derived” from the Expenditure Plan Projects. To the extent that Sales Tax Revenues are determined to be derived from the Expenditure Plan Projects, the Authority may be able to use Sales Tax Revenues to pay necessary operating expenses connected with the Expenditure Plan Projects, before the remaining Sales Tax Revenues are turned over to the Trustee to pay amounts owed to the holders of the Series 2023 Bonds. It is not clear precisely which expenses would constitute necessary operating expenses.

If the Authority is in bankruptcy, the parties (including the holders of the Series 2023 Bonds) may be prohibited from taking any action to collect any amount from the Authority or to enforce any obligation of the Authority, unless the permission of the bankruptcy court is obtained. These restrictions may also prevent the Trustee from making payments to the holders of the Series 2023 Bonds from funds in the Trustee’s possession. The procedure pursuant to which Sales Tax Revenues are paid directly by the CDTFA to the Trustee may no longer be enforceable, and the Authority may be able to require the CDTFA to pay Sales Tax Revenues directly to the Authority.

The Authority as a debtor in bankruptcy may be able to borrow additional money that is secured by a lien on any of its property (including Sales Tax Revenues), which lien could have priority over the lien of the Indenture, or to cause some Sales Tax Revenues to be released to it, free and clear of lien of the Indenture, in each case provided that the bankruptcy court determines that the rights of the Trustee and the holders of the Series 2023 Bonds will be adequately protected. The Authority may also be able, without the consent and over

the objection of the Trustee and the holders of the Series 2023 Bonds, to alter the priority, interest rate, payment terms, collateral, maturity dates, payment sources, covenants (including tax-related covenants), and other terms or provisions of the Indenture and the Series 2023 Bonds, provided that the bankruptcy court determines that the alterations are fair and equitable.

There may be delays in payments on the Series 2023 Bonds while the court considers any of these issues. There may be other possible effects of a bankruptcy of the Authority that could result in delays or reductions in payments on the Series 2023 Bonds, or result in losses to the holders of the Series 2023 Bonds. Regardless of any specific adverse determinations in an Authority bankruptcy proceeding, the fact of such Authority bankruptcy proceeding could have an adverse effect on the liquidity and value of the Series 2023 Bonds.

Cybersecurity

The Authority, like many other public and private entities, relies on computers, digital networks and other systems to conduct financial and operational activities. As the recipient and provider of personal, private, or other electronic sensitive information, the Authority is potentially subject to multiple cyber threats including, but not limited to, hacking, viruses, malware, ransomware and other attacks on computers and sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to the Authority's systems for the purposes of misappropriating assets, or information, or causing operational disruption and damage.

To mitigate cybersecurity threats, the Authority has established internal Information Technology Security Policies and Procedures, which the Authority reviews annually, to ensure that such policies and procedures reflect the current state of technology. These policies and procedures include, among other measures, requirements for network passwords and automatic password expiration, two-factor authentication for network logins, security software requirements for computer equipment, disaster recovery procedures, cybersecurity training for all staff and consultants, limitations placed on users accounts to provide minimum-necessary access to electronic data and instructions of how to leverage third-party email encryption software for personally identifiable information.

While the Authority has taken certain cybersecurity precautions, no assurances can be given that the security and operational control measures of the Authority, will be successful in guarding against any and every cyber threat or breach. The cost of remedying damage or disruption caused by cyber-attacks could be substantial and may well be in excess of any applicable insurance coverages.

Climate Change

Numerous scientific studies on global climate change show that, among other effects on the global ecosystem, sea levels will rise, extreme temperatures will become more common, and extreme weather events will become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. For example, the Fourth National Climate Assessment, published by the U.S. Global Change Research Program, in November 2018 (NCA4) finds that more frequent and intense extreme weather and climate-related events, as well as changes in average climate conditions, are expected to continue to damage infrastructure, ecosystems and social systems over the next 25 to 100 years. The Authority cannot predict what impact climate change will have on Sales Tax Revenues in the future.

FINANCIAL STATEMENTS

The financial statements of the Authority for the Fiscal Year ended June 30, 2022, included in APPENDIX A of this Official Statement, have been audited by Crowe LLP (the "Auditor"), independent auditors, as stated in their report therein. The Auditor was not requested to consent to the inclusion of its report in APPENDIX A, nor has it undertaken to update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement,

and no opinion is expressed by the Auditor with respect to any event subsequent to the date of its report. In addition, the Auditor has not been engaged to perform, and has not performed, since the date of its report, any procedures on the financial statements addressed in that report. The Auditor also has not performed any procedures relating to this Official Statement. **Crowe LLP undertakes no responsibility for the contents of this Official Statement.** For more recent financial information with respect to the collection of Sales Tax Revenues, see “THE SALES TAX — Historical Sales Tax Revenues” herein.

LITIGATION

There is not now pending or, to the knowledge of the Authority, threatened, any litigation restraining or enjoining the issuance or delivery of the Series 2023 Bonds or questioning or affecting the validity of the Series 2023 Bonds or the proceedings and authority under which they are to be issued or the levy, collection and pledge of Sales Tax Revenues. Neither the creation, organization or existence of the Authority, nor the current title of the present members of the Authority to their respective offices, is being contested. In the ordinary course of business, the Authority is exposed to claims, asserted or unasserted, that may arise from its performance under contractual agreements and other matters. In the opinion of management, settlement of such claims, if any, will not have a material adverse effect on the Authority’s finances.

Certain claims involving disputed construction and right of way acquisitions costs have arisen in the ordinary course of business. Additionally, the Authority is a defendant in various lawsuits. Although the outcome of these matters is not presently determinable, management does not expect that the resolution of these matters will have a material adverse impact on the financial condition of the Authority.

TAX MATTERS

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Series 2023 Bonds is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. However, it should be noted that for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the “Code”), generally certain corporations with more than \$1,000,000,000 of average annual adjusted financial statement income, interest on the Series 2023 Bonds might be taken into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed by Section 55 of the Code on such corporations. In the further opinion of Bond Counsel, interest (and original issue discount) on the Series 2023 Bonds is exempt from State of California personal income tax.

The difference between the issue price of a Series 2023 Bond (the first price at which a substantial amount of the Series 2023 Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to the Series 2023 Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to the Beneficial Owner of the Series 2023 Bond before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Beneficial Owner of a Series 2023 Bond will increase the Beneficial Owner’s basis in the applicable Series 2023 Bond. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the Beneficial Owner of a Series 2023 Bond is excluded from the gross income of such Beneficial Owner for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the Beneficial Owner of a Series 2023 Bond is exempt from State of California personal income tax.

Bond Counsel’s opinion as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Series 2023 Bonds is based upon certain representations of fact and

certifications made by the Authority and others and is subject to the condition that the Authority complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Series 2023 Bonds to assure that interest (and original issue discount) on the Series 2023 Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause the interest (and original issue discount) on the Series 2023 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2023 Bonds. The Authority will covenant to comply with all such requirements.

The amount by which a Beneficial Owner's original basis for determining loss on sale or exchange in the applicable Series 2023 Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the Beneficial Owner's basis in the applicable Series 2023 Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Beneficial Owner realizing a taxable gain when a Series 2023 Bond is sold by the Beneficial Owner for an amount equal to or less (under certain circumstances) than the original cost of the Series 2023 Bond to the Beneficial Owner. Purchasers of the Series 2023 Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable bond premium.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Indenture and the Tax Certificate relating to the Series 2023 Bonds permit certain actions to be taken or to be omitted if a favorable opinion of a bond counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income for federal income tax purposes of interest (or original issue discount) on any Series 2023 Bond if any such action is taken or omitted based upon the advice of counsel other than Bond Counsel.

Although Bond Counsel will render an opinion that interest (and original issue discount) on the Series 2023 Bonds is excluded from gross income for federal income tax purposes provided that the Authority continues to comply with certain requirements of the Code, the ownership of the Series 2023 Bonds and the accrual or receipt of interest (and original issue discount) with respect to the Series 2023 Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Series 2023 Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Series 2023 Bonds.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Series 2023 Bonds will be selected for audit by the IRS. It is also possible that the market value of the Series 2023 Bonds might be affected as a result of such an audit of the Series 2023 Bonds (or by an audit of similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Series 2023 Bonds to the extent that it adversely affects the exclusion from gross income of interest (and original issue discount) on the Series 2023 Bonds or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE SERIES 2023 BONDS THERE MIGHT BE FEDERAL, STATE, OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE, OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE, OR LOCAL TAX TREATMENT OF THE SERIES 2023 BONDS INCLUDING THE IMPOSITION OF ADDITIONAL FEDERAL INCOME OR STATE TAXES BEING IMPOSED ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE SERIES 2023 BONDS. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE SERIES 2023 BONDS. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE SERIES 2023 BONDS STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR JUDICIAL OR

REGULATORY INTERPRETATIONS WILL NOT OCCUR HAVING THE EFFECTS DESCRIBED ABOVE. BEFORE PURCHASING ANY OF THE SERIES 2023 BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE SERIES 2023 BONDS.

The form of Bond Counsel's proposed opinion with respect to the Series 2023 Bonds is attached hereto in Appendix F.

LEGAL MATTERS

The validity of the Series 2023 Bonds and certain other legal matters are subject to the approving opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel to the Authority. A complete copy of the proposed form of Bond Counsel opinion is contained in Appendix F hereto. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, is also acting as Disclosure Counsel to the Authority. Certain legal matters will be passed upon for the Authority by General Counsel to the Authority, and for the Underwriter by Nixon Peabody LLP, as Underwriter's Counsel.

RATINGS

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"), has assigned a rating of "[AAA]" to the Series 2023 Bonds and Fitch Ratings, Inc. ("Fitch") has assigned a rating of "[AAA]" to the Series 2023 Bonds. These ratings reflect only the views of S&P and Fitch, respectively, and do not constitute a recommendation to buy, sell or hold the Series 2023 Bonds. An explanation of these ratings and any outlook associated with these ratings should be obtained from the respective rating agency.

The Authority has furnished to S&P and Fitch certain information respecting the Series 2023 Bonds and the Authority including information not included herein. Generally, rating agencies base their ratings on such information and materials and their own investigations, studies and assumptions. The ratings are subject to revision or withdrawal at any time by S&P and Fitch, and there is no assurance that the ratings will continue for any period of time or that it will not be lowered, suspended or withdrawn. The Authority undertakes no responsibility to oppose any such revision, suspension or withdrawal. Any reduction, suspension or withdrawal of the ratings, or other actions by a rating agency relating to its rating, may have an adverse effect on the market price for, or marketability of, the Series 2023 Bonds.

UNDERWRITING

The Series 2023 Bonds are being purchased pursuant to a purchase contract, dated the date hereof (the "Purchase Contract"), by and between the Authority and BofA Securities, Inc. (the "Underwriter"). The Series 2023 Bonds are being purchased at a purchase price of \$_____ (representing the par amount of the Series 2023 Bonds, plus an original issue premium of \$_____, less an Underwriter's discount of \$_____). The Purchase Contract provides that the Underwriter will purchase all of the Series 2023 Bonds if any are purchased.

The Underwriter has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S"). As part of this arrangement, Underwriter may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this arrangement, Underwriter may compensate MLPF&S as a dealer for their selling efforts with respect to the Series 2023 Bonds.

The Underwriter also serves as the commercial paper dealer for the Authority for the Commercial Paper Notes and receives separate compensation related to serving in such capacity.

The Underwriter may offer and sell the Series 2023 Bonds to certain dealers (including dealers depositing the Series 2023 Bonds into investment trusts) and others at prices lower than the public offering prices stated on the inside front cover page hereof. The initial public offering prices may be changed from time to time by the Underwriter.

The Underwriter and its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage services. The Underwriter and its affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the Authority, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriter and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Authority.

The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

CONTINUING DISCLOSURE

The Authority has covenanted for the benefit of the owners and beneficial owners of the Series 2023 Bonds to provide certain financial information and operating data relating to the Authority by not later than 270 days following the end of the Authority's Fiscal Year (presently June 30) (the "Annual Report"), commencing with the report for the Fiscal Year ended June 30, 2023, and to provide notices of the occurrence of certain enumerated events, in some cases if material. The Annual Report and notices of enumerated events will be filed by the Dissemination Agent on behalf of the Authority with the Municipal Securities Rulemaking Board. The filing of the Annual Report and notices of enumerated events shall be made in accordance with the Electronic Municipal Market Access ("EMMA") system of the Municipal Securities Rulemaking Board which is currently the only Repository or in another manner approved under the Rule. The specific nature of the information to be contained in the Annual Report and the notices of events is set forth in APPENDIX D — "PROPOSED FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter in complying with the Rule. The Authority has not failed to comply in all material respects with its continuing disclosure undertakings made pursuant to the Rule during the past five years.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

The Verification Agent, _____, a firm of independent certified public accountants, will deliver to the Authority, on or before the delivery date of the Series 2023 Bonds, its verification report indicating that it has verified, in accordance with the Statement on Standards for Consulting Services established by the American Institute of Certified Public Accountants, the mathematical accuracy of the mathematical computations of the adequacy of the cash and the maturing principal of and interest on the Defeasance Securities deposited in the Escrow Fund, to pay, when due, the maturing principal of, and interest on, the Refunded 2014 Bonds becoming due on or before their respective maturity dates or the Redemption Date, as applicable.

In its report, _____ will rely on the accuracy, completeness and reliability of all information provided to it by, and on all decisions and approvals of, the Authority. In addition, _____ will rely on any information provided to it by the Authority's retained advisors, consultants or legal counsel. _____ is not engaged to perform audit or attest services under American Institute of Certified Public Accountants auditing or attestation standards

or to provide any form of attest report or opinion under such standards in conjunction with its engagement to deliver such report.

MUNICIPAL ADVISOR

The Authority has retained PFM Financial Advisors, LLC, San Francisco, California, as municipal advisor (the “Municipal Advisor”) in connection with the issuance of the Series 2023 Bonds. The Municipal Advisor has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. Compensation paid to the Municipal Advisor in connection with the Series 2023 Bonds is contingent upon the issuance and sale of the Series 2023 Bonds.

MISCELLANEOUS

The references herein to the Act, the Authority Act and the Indenture are brief summaries of certain provisions thereof. Such summaries do not purport to be complete or definitive. For full and complete statements of such provisions reference is made to the Act, the Authority Act or said documents, as the case may be. Copies of the Indenture are available for inspection at the Authority and following delivery of the Series 2023 Bonds will be on file at the offices of the Trustee in Los Angeles, California.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the Authority and the purchasers or Holders of any of the Series 2023 Bonds.

The execution and delivery of this Official Statement has been duly authorized by the Authority.

SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY

By: _____
Executive Director

APPENDIX A
AUTHORITY AUDITED FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

Attachment: Preliminary Official Statement (SBCTA 2023 Bonds), 4862-9939-1874_6 (10050 : Adopt Reso No. 24-010, Approve Bonding

APPENDIX B

COUNTY OF SAN BERNARDINO, CALIFORNIA DEMOGRAPHIC AND ECONOMIC INFORMATION

Set forth below is certain demographic and economic information with respect to the County of San Bernardino, California (the “County”). Such information is provided as general information and has been obtained from sources that the Authority believes to be reliable, but the Authority makes no representation as to the accuracy or completeness of the information included.

General Information

The County was established by an act of the State Legislature on April 23, 1853, which formed the County from the eastern part of Los Angeles County. The County includes twenty-four incorporated cities and encompasses an area of over 20,000 square miles making it the largest county in California in terms of geographical area.

The County is a charter county divided into five supervisory districts on the basis of registered voters and population. The County is governed by a five-member Board of Supervisors (the “Board”) who serve staggered four-year terms. The Chairman is elected by and from the members of the Board. Luther Snoke serves as the Chief Executive Officer.

County administration includes a number of appointed officials, including ones appointed by or jointly appointed by a combination of the Board of Supervisors, the County Administrative Officer and the Assistant County Administrator for the Human Services Systems. Certain other officials are appointed by various other officials, including the Assistant County Administrative Officer, the Assistant County Administrator for the Human Services System, and the Assistant County Administrator for Economic Development and Public Services. There are six officials elected by county-wide vote to four-year terms: the Assessor, Auditor/Controller-Recorder, District Attorney, Superintendent of Schools, Sheriff-Coroner, and Treasurer-Tax Collector/Public Administrator. Many boards, commissions and committees assist the Board of Supervisors and County officials.

The County provides a wide range of services to its residents in the areas of police protection, medical and health care, senior citizen assistance, consumer affairs, public libraries, courts support programs, airports, parks, and public assistance programs. Other services such as fire protection, lighting, road maintenance, and flood control are provided by special districts that are governed by the Board of Supervisors. Some municipal services are provided by the County on a contractual basis to incorporated cities within their boundaries. This allows cities to contract for municipal services without incurring the cost of creating their own city departments and facilities.

The County is bordered on the west by Los Angeles County, on the east by the State of Arizona and the State of Nevada, on the north by Inyo County and Kern County, and on the south by Orange and Riverside Counties. Composed essentially of three geographic regions—valley, mountain and desert—elevation in the County ranges from a high of 11,502 feet above sea level to a low of 181 feet above sea level. Like all California regions, the County is subject to unpredictable seismic activity.

Population

The following table sets forth the population of the County and the State for the years 2019 through 2023, based on the most recently published data available. Based on 2020 Census data, the County is the fifth largest County by population in California.

TABLE 1
COUNTY OF SAN BERNARDINO AND STATE OF CALIFORNIA
ANNUAL POPULATION AND PERCENTAGE CHANGE
2019 THROUGH 2023

<i>Year</i>	<i>County</i>	<i>County Annual Percentage Change</i>	<i>State of California</i>	<i>State Annual Percentage Change</i>
2023	2,182,056	0.06%	38,940,231	(0.35)%
2022	2,180,777	0.08	39,078,674	(0.53)
2021	2,179,007	0.16	39,286,510	(0.91)
2020	2,175,424	0.44	39,648,938	0.11
2019	2,165,876	--	39,605,361	--

Source: State Department of Finance, Demographic Research Unit.

The following table lists the respective populations of the five largest cities and the unincorporated area in the County based on the most recently published data that have been made available.

TABLE 2
COUNTY OF SAN BERNARDINO
POPULATION OF FIVE LARGEST CITIES AND UNINCORPORATED AREA
AS OF JANUARY 1, 2023

<i>City</i>	<i>Population</i>
San Bernardino	223,230
Fontana	213,851
Ontario	180,717
Rancho Cucamonga	173,545
Victorville	137,193
Unincorporated Area	297,482

Source: State Department of Finance, Demographic Research Unit.

Personal Income

The following table sets forth total personal income and per capita income figures for the years 201 through 2022.

TABLE 3
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND UNITED STATES
TOTAL PERSONAL INCOME AND PER CAPITA INCOME
2018 THROUGH 2022

<i>Year</i>	<i>Area</i>	<i>Total Personal Income (in Thousands)</i>	<i>Per Capita Personal Income⁽²⁾</i>
2022	County	\$ -- ⁽¹⁾	-- ⁽¹⁾
	State	3,018,471,100	77,339
	United States	21,804,787,500	65,423
2021	County	\$ 108,623,799	49,493
	State	3,006,183,900	76,800
	United States	21,288,709,000	64,117
2020	County	\$ 98,143,791	\$44,831
	State	2,763,312,000	70,192
	United States	19,607,447,000	59,510
2019	County	88,261,041	40,537
	State	2,544,235,000	64,513
	United States	18,402,004,000	56,047
2018	County	83,984,928	38,781
	State	2,431,822,000	61,663
	United States	17,681,159,000	54,098

⁽¹⁾ County data for the year 2022 not yet available.

⁽²⁾ Per capita personal income is total personal income divided by Census Bureau midyear population estimates, which differ from the population estimates shown above in the preceding table.

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

Employment

The following table sets forth a comparison of labor force, employment and unemployment for the County, the State of California and the United States for the years 2018 through 2022. As of August 1, 2023, the unemployment rate in the County, the State of California, and the United States were 5.1%, 5.1%, and 3.8%, respectively.

TABLE 4
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND UNITED STATES
ANNUAL AVERAGE LABOR FORCE AND INDUSTRY EMPLOYMENT
2018 THROUGH 2022

<i>Year</i>	<i>Area</i>	<i>Civilian Labor Force</i>	<i>Employment</i>	<i>Unemployment</i>	<i>Unemployment Rate</i>
2022	County	1,008,500	967,200	41,300	4.1%
	California	19,252,000	18,440,900	811,100	4.2
	United States	164,287,000	158,291,000	5,996,000	3.6
2021	County	992,200	918,600	73,600	7.4%
	California	18,973,400	17,586,300	1,387,100	7.3
	United States	161,204,000	152,581,000	8,623,000	5.3
2020	County	966,200	874,900	91,300	9.4%
	California	18,821,200	16,913,100	1,908,100	10.1
	United States	160,742,000	147,798,000	12,947,000	8.1
2019	County	965,000	927,400	37,600	3.9%
	California	19,353,700	18,550,500	803,200	4.2
	United States	163,539,000	157,538,000	6,001,000	3.7
2018	County	955,100	915,700	39,400	4.1%
	California	19,263,900	18,442,400	821,500	4.3
	United States	162,075,000	155,761,000	6,314,000	3.9

Source: For State and County information, State of California Employment Development Department, California Labor Market Information Division. For the U.S. information, U.S. Department of Labor, Bureau of Labor Statistics.

The following table sets forth the employment statistics for the County for Fiscal Year 2021 by industry type.

TABLE 5
COUNTY OF SAN BERNARDINO
Employment Statistics by Industry – Fiscal Year 2021⁽¹⁾

<i>Industry Type</i>	<i>2021</i>	<i>Percentage of Total Employment</i>
Agricultural services, forestry and fishing	2,600	0.32%
Mining	1,000	0.12
Construction	38,800	4.82
Manufacturing	51,400	6.38
Transportation, warehousing and public utilities	121,700	15.11
Wholesale trade	41,400	5.14
Retail trade	84,800	10.53
Professional and business services	90,900	11.29
Education and health services	128,200	15.93
Leisure and hospitality	72,100	8.95
Information	4,400	0.55
Finance, insurance and real estate	23,500	2.92
Federal government-civilian	13,700	1.70
State government	13,100	1.63
Local government	95,700	11.88
Other services	<u>22,000</u>	<u>2.73</u>
Total	<u>805,300</u>	<u>100.00</u>

⁽¹⁾ Most current information available.

Source: California Employment Development Department.

Major Employers

The table below sets forth the ten largest industries by employment in the County in Fiscal Year 2021.

TABLE 6
COUNTY OF SAN BERNARDINO
Major Employers – Fiscal Year 2020-2021

<i>Employer</i>	<i>Number of Employees</i>	<i>% of Total</i>
County of San Bernardino	>10,000	1.11%
Loma Linda University Medical Center	>10,000	1.11
Amazon	5,000-9,999	0.55-1.11
Ontario International Airport	5,000-9,999	0.55-1.11
Plaxicon Holding Corporation	5,000-9,999	0.55-1.11
California State University San Bernardino	5,000-9,999	0.55-1.11
James Jones Company	2,500-4,999	0.28-0.55
Berrett Business Services Inc.	2,500-4,999	0.28-0.55
Damao Luggage International Inc.	2,500-4,999	0.28-0.55
San Manuel Indian Bingo and Casino	2,500-4,999	0.28-0.55

Source: San Bernardino County Annual Financial Report Fiscal Year Ended June 30, 2021.

Construction Activity

The following tables reflect building permit valuations for the County for the five most recent calendar years for which information is available.

TABLE 7
COUNTY OF SAN BERNARDINO
Building Permits and Valuation
(Dollars in Thousands)

	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
<u>Permit Valuation:</u>						
New Single-family	\$ 1,009,451	\$ 1,114,778	\$ 1,078,798	\$ 934,304	\$ 1,086,398	\$ 1,028,451
New Multi-family	278,761	268,565	232,079	143,366	310,255	345,451
Res. Alterations/Additions	<u>77,812</u>	<u>71,938</u>	<u>139,761</u>	<u>61,789</u>	<u>88,244</u>	<u>89,451</u>
Total Residential	1,366,024	1,455,281	1,450,638	1,139,459	1,484,898	1,463,351
Total Nonresidential	<u>1,285,596</u>	<u>1,080,129</u>	<u>1,377,099</u>	<u>1,062,072</u>	<u>1,165,646</u>	<u>2,083,451</u>
Total All Building	<u>\$ 2,651,620</u>	<u>\$ 2,535,410</u>	<u>\$ 2,827,737</u>	<u>\$ 2,201,531</u>	<u>\$ 2,650,544</u>	<u>\$ 3,547,451</u>
<u>New Dwelling Units:</u>						
Single Family	4,253	3,311	4,096	3,631	4,376	3,451
Multiple Family	<u>2,578</u>	<u>1,775</u>	<u>1,884</u>	<u>910</u>	<u>2,636</u>	<u>2,451</u>
Total	<u>6,831</u>	<u>5,086</u>	<u>5,980</u>	<u>4,541</u>	<u>7,012</u>	<u>6,451</u>

Note: Columns may not sum to totals due to independent rounding.

Source: Construction Industry Research Board: "Building Permit Summary."

Commercial Activity

The following table below sets forth the taxable sales in the County for calendar years 2018 through 2022.

TABLE 8
COUNTY OF SAN BERNARDINO
TAXABLE SALES TRANSACTIONS
2018 THROUGH 2022
(in thousands)

<i>Type of Business</i>	<i>2022</i>	<i>2021</i>	<i>2020</i>	<i>2019</i>	<i>2018</i>
Retail and Food Services					
Motor Vehicle and Parts Dealers	\$ 6,753,609	\$ 6,831,493	\$ 5,443,824	\$ 5,250,487	\$ 5,225,644
Home Furnishings and Appliance Stores	1,584,670	1,600,838	1,377,292	1,360,696	1,411,828
Building Materials and Garden	2,742,222	2,765,799	2,572,112	2,067,761	1,947,554
Food and Beverage Stores	1,867,972	1,802,817	1,678,489	1,515,920	1,457,928
Gasoline Stations	5,477,070	4,344,230	2,803,748	3,686,424	3,784,768
Clothing and Clothing Accessories Stores	2,977,482	3,032,918	2,107,971	2,486,385	2,336,827
General Merchandise Stores	4,866,993	4,729,193	4,078,967	3,724,380	3,618,710
Food Services and Drinking Places	4,956,526	4,565,359	3,438,489	3,892,261	3,693,544
Other Retail Group	<u>8,821,515</u>	<u>8,673,264</u>	<u>5,244,380</u>	<u>3,601,588</u>	<u>3,428,976</u>
Total Retail and Food Services	<u>40,048,059</u>	<u>38,345,912</u>	<u>\$ 28,745,277</u>	<u>\$ 27,585,905</u>	<u>\$ 26,905,783</u>
All Other Outlets	<u>19,944,787</u>	<u>17,032,185</u>	<u>\$ 14,520,235</u>	<u>\$ 14,182,842</u>	<u>\$ 13,648,240</u>
Total All Outlets	<u>59,992,846</u>	<u>55,378,097</u>	<u>\$ 43,265,512</u>	<u>\$ 41,768,747</u>	<u>\$ 40,554,023</u>

Totals may not add due to rounding.

Source: California State Board of Equalization, Taxable Sales in California.

Industry

The County is home to manufacturing firms producing such items as steel, concrete, glass, foods, paper, plastic and scientific product lines. The County and the surrounding area have become home to certain large, mega-warehouses and logistics centers. Most of these companies utilize facilities in the County as a regional distribution center to serve the Southern California market and beyond. The County is also the location for several Southern California regional firms. With a regional market reach of over 23 million people, relatively low costs and available land, the County has attracted regional businesses such as State Farm, Shamrock Foods and Kaiser that have opened large offices within the County, as well as companies such as ESRI, BMW of North America, Dr. Pepper/Snapple, Sorenson Engineering and California Steel Industries that have expanded their existing facilities. In April 2021, Amazon also began operations at a new, nearly 660,000 square foot sorting facility at San Bernardino International Airport. The project is expected to generate over 1,000 new jobs and provide capacity for up to 14 daily flights flying to a range of more than 35 Amazon Air sites.

Transportation

The County has access to excellent roads, rail and air transportation. The County is serviced by four interstate freeways (I-10, I-15, I-210, I-215) and State Highway 60, all of which provide easy access to the rest of Southern California and a connection to the entire continental United States. The I-10 and I-15 are the major routes connecting Southern California to the entire continental United States.

Ontario International Airport is served by a varied mix of air carriers, including Alaska Airlines, American Airlines, China Airlines, Delta Airlines, Frontier Airlines, Jet Blue, Southwest Airlines, United Airlines and Volaris Airlines. They provide direct flights to destinations such as Atlanta, Chicago, Guadalajara (Mexico), Dallas, Denver, New York, San Francisco, Seattle, Orlando and Taipei (China). The UPS Western Regional Headquarters is in the Ontario International Airport area and FedEx is currently moving its operation to the airport facility. The County and the surrounding area are also served by the San Bernardino International Airport which hosts cargo flights for UPS and FedEx. Southern California Logistics Airport has a fully staffed customs and trade zone designation and is home to ComAv Technical Services, a large commercial aircraft refurbishing firm. Multiple regional airports like those in Upland, Chino, Redlands, Big Bear and Needles also serve the approximately 20,000 square-mile County.

BNSF Railroad Company, which currently operates a 500,000-annual lift intermodal facility in the City of San Bernardino, provides transcontinental intermodal rail freight service. These freight facilities connect the County's rail and freeway corridors. Within the County, merchandise can be imported or exported through the Port of Long Beach and the Port of Los Angeles and then transported, via truck and rail freight service, to inland distribution centers. Subsequently, products are shipped from these inland distribution centers by rail and truck to other markets in North America. Further, new intermodal facilities are also planned or proposed for the High Desert region of the County to serve future distribution needs. Many containerized truck cargo carriers have selected the County and the surrounding area as their base of operations. Additionally, there are as many as eighty individual and independent trucking carriers that call this area home. Internal and external access and centrally-located transportation corridors provide cargo and freight carriers with much needed infrastructure support for shipment and receipt of goods.

Additionally, Amtrak provides passenger train service in the County to, among other destinations, downtown Los Angeles, the cities of San Diego and San Francisco, the states of Arizona, Oregon and Washington and to other destinations throughout the continental United States. Metrolink also provides commuter train service to downtown Los Angeles and the counties of Orange, Riverside and San Diego.

Recreation and Tourism

The County includes many of Southern California's most popular recreation areas, including Joshua Tree National Park, the Colorado River, Arrowhead National Landmark, Lake Arrowhead Resort, and Big Bear Lake. The mountains, lakes, rivers and resorts in the County offer swimming, boating, fishing, hiking, rock climbing, skiing and other winter sports. The County has a geography that includes mountains, forests, deserts and valleys. It also has easy access to the coastal areas of Southern California. In addition, numerous visitors travel through the County via historic Route 66 with access to unique and historic sites.

APPENDIX C

DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The following is a brief summary of certain provisions of the Indenture, dated as of March 1, 2012, between the San Bernardino County Transportation Authority (the “Authority”) and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), as amended and supplemented, including as supplemented by the Sixth Supplemental Indenture, dated as of December 1, 2023 (hereinafter collectively referred to as the “Indenture”), each by and between the Authority and the Trustee. Such summary is not intended to be complete or definitive, is supplemental to the summary of other provisions of the Indenture contained elsewhere in this Official Statement, and is qualified in its entirety by reference to the full terms of the Indenture. All capitalized terms used and not otherwise defined in this Official Statement shall have the meanings assigned to such terms in the Indenture.

Definitions

Accreted Value means, with respect to any Capital Appreciation Bond, the principal amount thereof plus the interest accrued thereon, compounded at the approximate interest rate thereon on each date specified therein. The Accreted Value at any date shall be the amounts set forth in the Accreted Value Table as of such date, if such date is a compounding date, and if not, as of the immediately preceding compounding date.

Accreted Value Table means the table denominated as such which appears as an Exhibit to, and to which reference is made in, a Supplemental Indenture providing for a Series of Capital Appreciation Bonds issued pursuant to such Supplemental Indenture.

Act means the Local Transportation Authority and Improvement Act, Division 19 (Section 180000 et seq.) of the Public Utilities Code of the State of California, as now in effect and as it may from time to time be amended or supplemented.

Alternate Credit Enhancement means, with respect to a Series of Bonds, any Insurance, letter of credit, line of credit, surety bond or other instrument, if any, which secures or guarantees the payment of principal of and interest on a Series of Bonds, issued by an insurance company, commercial bank, pension fund or other financial institution, and delivered or made available to the Trustee, as a replacement or substitution for any Credit Enhancement then in effect.

Alternate Liquidity Facility means, with respect to a Series of Bonds, a line of credit, letter of credit, standby purchase agreement or similar liquidity facility, issued by a commercial bank, insurance company, pension fund or other financial institution, and delivered or made available to the Trustee, as a replacement or substitute for any Liquidity Facility then in effect.

Annual Debt Service means, for any Fiscal Year, the aggregate amount (without duplication) of principal and interest on all Bonds and Parity Obligations becoming due and payable during such Fiscal Year calculated using the principles and assumptions set forth under the definition of Debt Service.

Assumed Debt Service means for any Fiscal Year the aggregate amount of principal and interest which would be payable on all Bonds if each Excluded Principal Payment were amortized on a substantially level debt service basis or other amortization schedule provided by the Authority for a period commencing on the date of calculation of such Assumed Debt Service and ending on the earlier of (i) the date specified by the Authority not exceeding thirty (30) years from the date of calculation, or (ii) the Tax Expiration Date, such Assumed Debt Service to be calculated on a level debt service basis or other amortization schedule provided by the Authority based on a fixed interest rate equal to the rate at which the Authority could borrow for such period, as set forth in a certificate of a financial advisor or investment banker, delivered to the Trustee, who may rely conclusively on such certificate, such certificate to be delivered within thirty (30) days of the date of calculation.

Authority means the San Bernardino County Transportation Authority, a public instrumentality of the State, duly established and existing under the laws of the State of California, and any successor.

Authorized Representative means the Executive Director, the Deputy Executive Director, the Chief Financial Officer, the Accounting and Human Resources Manager, or such other person as may be designated to act on behalf of the Authority by a written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Authority by an Authorized Representative.

Backstop Transfer Amount means 1/6th of the Measure I Backstop budgeted to be on deposit in the Measure I Reserve Fund established under the Toll Indenture on the following June 30th or December 31st, whichever is nearer in time as of the applicable date, as determined by the Authority in consultation with the TIFIA Lender.

Beneficial Owner means any Person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of any Bond, including, without limitation, any Person holding Bonds through nominees or depositories, including the Securities Depository.

Board means the Board of Directors of the Authority.

Bond Obligation means, as of any given date of calculation, (1) with respect to any Outstanding Current Interest Bond, the principal amount of such Bond, and (2) with respect to any Outstanding Capital Appreciation Bond, the Accreted Value thereof.

Bond Reserve Fund means any fund by that name established with respect to one or more Series of Bonds pursuant to one or more Supplemental Indentures establishing the terms and provisions of such Series of Bonds.

Bond Reserve Requirement with respect to one or more Series of Bonds for which the Authority shall have established a Bond Reserve Fund shall have the meaning specified in the Supplemental Indenture or Supplemental Indentures establishing the terms and provisions of such Series of Bonds.

Bondholder or **Holder**, whenever used in the Indenture or in this Official Statement with respect to a Bond, means the person in whose name such Bond is registered.

Bonds means the San Bernardino County Transportation Authority Sales Tax Revenue Bonds or Notes (Limited Tax Bonds) authorized by, and at any time Outstanding pursuant to, the Indenture.

Business Day means, except as is otherwise provided in the Supplemental Indenture pursuant to which a Series of Bonds are issued, any day other than (1) a Saturday, Sunday, or a day on which banking institutions in the State, the State of New York or the jurisdiction in which the Corporate Trust Office of the Trustee is located are authorized or obligated by law or executive order to be closed, (2) for purposes of payments and other actions relating to Bonds secured by a Credit Enhancement or supported by a Liquidity Facility, a day upon which commercial banks in the city in which is located the office of the issuing bank at which demands for payment under the Credit Enhancement or Liquidity Facility, as applicable, are to be presented are authorized or obligated by law or executive order to be closed, and (3) a day on which the New York Stock Exchange is closed.

Capital Appreciation Bonds means the Bonds of any Series designated as Capital Appreciation Bonds in the Supplemental Indenture providing for the issuance of such Series of Bonds and on which interest is compounded and paid at maturity or on prior redemption.

Cash Supplement Transfer Amount means 1/6th of the Measure I Cash Supplement specified in the Third Supplement for the following June 30th or December 31st, whichever is nearer in time as of the applicable date.

Certificate, Statement, Request, Requisition and Order of the Authority mean, respectively, a written certificate, statement, request, requisition or order signed in the name of the Authority by an Authorized Representative.

Code means the Internal Revenue Code of 1986, and the regulations applicable thereto or issued thereunder, or any successor to the Internal Revenue Code of 1986. Reference to any particular Code section shall, in the event of such a successor Code, be deemed to be reference to the successor to such Code section.

Continuing Disclosure Agreement means, with respect to each Series of Bonds requiring an undertaking regarding disclosure under Rule 15c2-12, the Continuing Disclosure Agreement, dated the date of issuance of such Series of Bonds, executed by the Authority and a Dissemination Agent, as the same may be supplemented, modified or amended in accordance with its terms.

Corporate Trust Office means the corporate trust office of the Trustee at 400 South Hope Street, Suite 400, Los Angeles, CA, 90071, Attention: Corporate Trust, except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted, or such other or additional offices as may be designated by the Trustee from time to time.

Costs of Issuance means all items of expense directly or indirectly payable by or reimbursable to the Authority and related to the authorization, execution, sale and delivery of a Series of Bonds, including but not limited to advertising and printing costs, costs of preparation and reproduction of documents, filing and recording fees, travel expenses and costs relating to rating agency meetings and other meetings concerning such Series of Bonds, initial fees and charges of the Trustee, legal fees and charges, fees and disbursements of consultants and professionals, financial advisor fees and expenses, rating agency fees, fees and charges for preparation, execution, transportation and safekeeping of Bonds, surety, insurance, credit enhancement and liquidity costs, termination fees payable in connection with the termination of an Interest Rate Swap Agreement in connection with the delivery of such Series of Bonds, and any other cost, charge or fee in connection with the initial delivery of a Series of Bonds or any Parity Obligations delivered in connection with a Series of Bonds.

Costs of Issuance Fund means a fund by that name established pursuant to the provisions of a Supplemental Indenture to pay Costs of Issuance with respect to a Series of Bonds being issued pursuant to such Supplemental Indenture. With respect to the 2023 Bonds, Costs of Issuance Fund means the 2023 Costs of Issuance Fund.

Costs of the Project means all items of expense related to the Project and directly or indirectly payable by or reimbursable to the Authority in accordance with the Act and the Ordinance.

Counterparty means an entity which has entered into an Interest Rate Swap Agreement with the Authority.

County means the County of San Bernardino, California.

Credit Enhancement means, with respect to a Series of Bonds, any Insurance, letter of credit, line of credit, surety bond or other instrument, if any, which secures or guarantees the payment of principal of and interest on a Series of Bonds, issued by an insurance company, commercial bank or other financial institution, and delivered or made available to the Trustee, as from time to time supplemented or amended pursuant to its terms, or, in the event of the delivery or availability of an Alternate Credit Enhancement, such Alternate Credit Enhancement.

Credit Provider means, with respect to a Series of Bonds, the Insurer, commercial bank or other financial institution issuing (or having primary obligation, or acting as agent for the financial institutions obligated, under) a Credit Enhancement then in effect with respect to such Series of Bonds.

Current Interest Bonds means the Bonds of any Series designated as Current Interest Bonds in the Supplemental Indenture providing for the issuance of such Series of Bonds and that pay interest to the Holders thereof on a periodic basis prior to maturity.

Debt Service, when used with respect to any Bonds or Parity Obligations (for purposes of this definition of “Debt Service,” herein collectively referred to as “Obligations”), means, as of any date of calculation and with respect to any Fiscal Year, the sum of (1) the interest falling due on such Obligations during such Fiscal Year and (2) the principal or Mandatory Sinking Account Payments required with respect to such Obligations during such Fiscal Year; computed on the assumption that no portion of such Obligations shall cease to be Outstanding during such Fiscal Year except by reason of the application of such scheduled payments; provided, however, that for purposes of such computation:

(A) Excluded Principal Payments (and the interest related thereto provided such interest is being paid from the same source as the Excluded Principal Payments) shall be excluded from such calculation and Assumed Debt Service shall be included in such calculation;

(B) in determining the principal amount due in each Fiscal Year, payment shall (unless a different subsection of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made in accordance with any amortization schedule established for such Obligations, including any Mandatory Sinking Account Payments or any scheduled redemption or payment of Obligations on the basis of Accreted Value, and for such purpose, the redemption payment or payment of Accreted Value shall be deemed a principal payment and interest that is compounded and paid as Accreted Value shall be deemed due on the scheduled redemption or payment date of such Capital Appreciation Bond;

(C) if any Obligations bear, or if any Obligations proposed to be issued will bear, interest at a variable interest rate for which an Interest Rate Swap Agreement is not in place and the interest on which is excluded or expected to be excluded from gross income for federal income tax purposes, the interest rate on such Obligations for periods when the actual interest rate cannot yet be determined shall be assumed to be equal to the average of the SIFMA Swap Index for the five (5) years preceding such date of calculation;

(D) if any Obligations bear, or if any Obligations proposed to be issued will bear, interest at a variable interest rate for which an Interest Rate Swap Agreement is not in place and the interest on which is included or expected to be included in gross income for federal income tax purposes, the interest rate on such Obligations shall be calculated at an interest rate equal to 100% of the average One Month USD LIBOR Rate during the five (5) years preceding such date of calculation or such higher rate as shall be specified in a Certificate of the Authority;

(E) with respect to any Obligations bearing interest, or expected to bear interest, at a variable interest rate for which an Interest Rate Swap Agreement is in place providing for a fixed rate of interest to maturity or for a specific term with respect to such Obligations, the interest rate on such Obligations shall be assumed to be the synthetic fixed interest rate specified in such Interest Rate Swap Agreement for such term; provided that if, pursuant to a Certificate of the Authority filed with the Trustee, the sum of (i) interest payable on such Obligations, plus (ii) amounts payable by the Authority under such Interest Rate Swap Agreement, less (iii) amounts receivable by the Authority under such Interest Rate Swap Agreement, is expected to be greater than the interest payable on the Obligations to which such Interest Rate Swap Agreement relates (i.e., if such Interest Rate Swap Agreement is an “off-market” Interest Rate Swap Agreement), then, in such instance, such excess amounts expected to be payable by the Authority under such Interest Rate Swap Agreement or in connection with such Obligations shall be included in the calculation of Debt Service;

(F) with respect to any Obligations bearing interest, or expected to bear interest, at a fixed interest rate for which an Interest Rate Swap Agreement is in place providing for a net variable interest rate with respect to such Obligations for a specific term, the interest rate on such Obligations shall be assumed to be equal for such term to the sum of (i) the fixed interest rate or rates to be paid on the Obligations, minus (ii) the fixed interest rate receivable by the Authority under such Interest Rate Swap Agreement, plus (iii) the average interest rate of the index on which the Interest Rate Swap Agreement is based, as identified in a Certificate of the Authority, or, if not based on an identifiable index, then the SIFMA Swap Index, in each case, over the five (5) years preceding the date of calculation or such higher rate as shall be specified in a Certificate of the Authority;

(G) if any Obligations feature an option, on the part of the owners or an obligation under the terms of such Obligations, to tender all or a portion of such Obligations to the Authority, the Trustee or other fiduciary or agent, and requires that such Obligations or portion thereof be purchased if properly presented, then for purposes of determining the amounts of principal and interest due in any Fiscal Year on such Obligations, the options or obligations of the owners of such Obligations to tender the same for purchase or payment prior to the stated maturity or maturities shall be ignored and not treated as a principal maturity; and

(H) principal and interest payments on Obligations shall be excluded to the extent such payments are to be paid from Revenues then held on deposit by the Trustee or from other amounts on deposit, including Investment Securities and interest to be payable thereon, with the Trustee or other fiduciary in escrow specifically therefor and interest payments shall be excluded to the extent that such interest payments are to be paid from the proceeds of Obligations, including Investment Securities and interest to be payable thereon, held by the Trustee or other fiduciary as capitalized interest specifically to pay such interest or from pledged Subsidy Payments the Authority expects to receive.

Defeasance Securities means: (i) direct, non-callable obligations of the United States Treasury, (ii) direct non-callable and non-prepayable obligations which are unconditionally guaranteed by the United States of America as to full and timely payment of principal and interest, (iii) non-callable, non-prepayable coupons from the above securities which are stripped pursuant to United States Treasury programs, (iv) non-callable and non-prepayable refunded bonds that are obligations of the United States of America; (v) Resolution Funding Corporation (REFCORP) bonds and strips; (vi) non-callable, and non-prepayable fixed rate Israel Notes guaranteed as to principal and interest by the United States of America through the United Agency for International Development (provided that, such notes mature at least four business days before funds are needed for refunded bond debt service payments); (vii) United States State and Local Government Series securities (SLGS); (viii) the following non-callable, non-prepayable obligations of federal government-sponsored agencies that are not backed by the full faith and credit of the U.S. Government: Federal Home Loan Bank, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Tennessee Valley Authority, Farm Credit System, Washington Metropolitan Area Transit Authority, United States Import-Export Bank, United States Department of Housing and Urban Development, Farmers Home Administration, General Services Administration and United States Maritime Administration ; and (ix) any pre-refunded municipal security that is non-callable or has been irrevocably called for redemption carries a fixed interest rate and matures or is to be redeemed on a date certain and is secured by an escrow containing securities listed in (i) through (viii) above.

Dissemination Agent means, with respect to each Series of Bonds requiring an undertaking regarding disclosure under Rule 15c2-12(b)(5), the dissemination agent under the Continuing Disclosure Agreement delivered in connection with such Series of Bonds, or any successor dissemination agent designated in writing by the Authority and which has entered into a Continuing Disclosure Agreement with the Authority.

Event of Default means any of the events of default specified in the Indenture.

Excluded Principal Payment means each payment of principal of Bonds or Parity Obligations that the Authority determines (in the Certificate of the Authority) that the Authority intends to pay with moneys which are not Sales Tax Revenues (such as commercial paper, balloon indebtedness or bond anticipation notes) but from future debt obligations of the Authority, grants from the State or federal government, or any agency or

instrumentality thereof, or any other source of funds of the Authority, upon which determination of the Authority the Trustee may conclusively rely. No such determination shall affect the security for such Bonds or the obligation of the Authority to pay such payments from Sales Tax Revenues or amounts on deposit in the Bond Reserve Fund, if any. No payment of principal of Bonds may be determined to be an Excluded Principal Payment unless it is due on or prior to the Tax Expiration Date.

Expenditure Plan means the San Bernardino County Transportation Expenditure Plan adopted as part of the Ordinance, including any future amendments thereto.

Fees and Expenses Fund means the fund by that name established pursuant to the Indenture.

Fifth Supplemental Indenture means that certain Fifth Supplemental Indenture, dated as of March 1, 2022, between the Authority and the Trustee.

Fiscal Year means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other 12-month period hereafter selected and designated as the official fiscal year period of the Authority, which designation shall be provided to the Trustee in a Certificate delivered by the Authority.

Fitch means Fitch Inc., and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority.

Fourth Supplemental Indenture means that certain Fourth Supplemental Indenture, dated as of June 1, 2021, between the Authority and the Trustee.

Holder or Bondholder, whenever used in the Indenture or in this Official Statement with respect to a Bond, means the person in whose name such Bond is registered.

Indenture means the Indenture, dated as of March 1, 2012, between the Trustee and the Authority, as originally executed or as it may be supplemented or amended by any Supplemental Indenture delivered pursuant to the provisions of the Indenture.

I-10 means Interstate 10.

I-10 Corridor Contract 1 Project means the development, design, construction, right-of-way acquisition, utilities adjustment, operation and maintenance, repair, rehabilitation, reconstruction, financing, administration, or any combination of these including the establishment of reserves for such purposes, with respect to the I-10 express lanes in the County, consisting of the construction of tolled express lanes extending approximately 10 miles from the border of the County of Los Angeles to the I-10/I-15 interchange and the installation of an electronic toll enforcement and collection system.

Insurance means any financial guaranty insurance policy or municipal bond insurance policy issued by an Insurer insuring the payment when due of principal of and interest on a Series of Bonds as provided in such financial guaranty insurance policy or municipal bond insurance policy.

Insurer means any provider of Insurance with respect to a Series of Bonds.

Interest Fund means the fund by that name established pursuant to the Indenture.

Interest Payment Date with respect to each Series of Bonds, shall have the meaning specified in the Supplemental Indenture establishing the terms and provisions of such Series of Bonds. Interest Payment Date means, with respect to the 2023 Bonds, March 1 and September 1 of each year until the redemption or maturity of such 2023 Bonds, commencing with September 1, 2023.

Interest Rate Swap Agreement means an interest rate swap, cap, collar, option, floor, forward, derivative or other hedging agreement, arrangement or security, however denominated, entered into between the Authority and a Counterparty, in connection with, or incidental to, the issuance or carrying of Bonds including, without limitation, an interest rate swap, cap, collar, option, floor, forward, derivative or other hedging agreement, arrangement or security entered into in advance of the issuance of Bonds.

Investment Securities means the following:

- (1) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any of the federal agencies and federally sponsored entities set forth in clause (3) below to the extent unconditionally guaranteed by the United States of America;
- (2) any certificates, receipts, securities or other obligations evidencing ownership of, or the right to receive, a specified portion of one or more interest payments or principal payments, or any combination thereof, to be made on any bond, note, or other obligation described above in clause (1);
- (3) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;
- (4) housing authority bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America; or project notes issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;
- (5) obligations of any state, territory or commonwealth of the United States of America or any political subdivision thereof or any agency or department of the foregoing; provided that, except with respect to direct obligations of the State, at the time of their purchase such obligations are rated in either of the two highest long-term or highest short-term Rating Categories by both Moody's and Standard & Poor's;
- (6) any bonds or other obligations of any state of the United States of America or any political subdivision thereof (a) which are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (b) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described above in clause (1) or (2) which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the interest payment dates and the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, (c) as to which the principal of and interest on the bonds and obligations of the character described above in clause (1) or (2) which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay the principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (6) on the interest payment dates and the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (6), as appropriate, and (d) which have been rated in one of the two highest long-term Rating Categories by Moody's and Standard & Poor's;
- (7) bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by any corporation which are, at the time of purchase, rated by both Moody's and Standard & Poor's in their respective highest short-term Rating Categories, or, if the term of such indebtedness is longer than three (3) years, rated by both Moody's and Standard & Poor's in one of their respective two highest long-term Rating Categories, for comparable types of debt obligations;

(8) demand or time deposits or certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee and its affiliates), provided that such certificates of deposit shall be purchased directly from such a bank, trust company or national banking association and shall be either (a) continuously and fully insured by the Federal Deposit Insurance Corporation, (b) continuously and fully secured by such securities and obligations as are described above in clauses (1) through (5), inclusive, which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association issuing such certificates of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Trustee with an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking, or (c) be issued by an institution the senior debt obligations of which are rated “AA” or higher by Standard & Poor’s or “Aa” or higher by Moody’s;

(9) taxable commercial paper, other than that issued by bank holding companies, or tax-exempt commercial paper rated in the highest Rating Category by both Moody’s and Standard & Poor’s;

(10) variable rate obligations required to be redeemed or purchased by the obligor or its agent or designee upon demand of the holder thereof secured as to such redemption or purchase requirement by a liquidity agreement with a corporation and as to the payment of interest and principal either upon maturity or redemption (other than upon demand by the holder thereof) thereof by an unconditional credit facility of a corporation, provided that the variable rate obligations themselves are rated in the highest Rating Category for its short-term rating, if any, and in either of the two highest Rating Categories for its long-term rating, if any, by both Moody’s and Standard & Poor’s, and that the corporations providing the liquidity agreement and credit facility have, at the date of acquisition of the variable rate obligation by the Trustee, an outstanding issue of unsecured, uninsured and unguaranteed debt obligations rated in either of the two highest long-term Rating Categories by both Moody’s and Standard & Poor’s;

(11) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States or any national banking association (including the Trustee) having a minimum permanent capital of one hundred million dollars (\$100,000,000) or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities and obligations described in clauses (1), (2), (3) or (4) above, which shall have a market value (exclusive of accrued interest and valued at least monthly) at least equal to 102% of the principal amount of such investment and shall be lodged with the Trustee or other fiduciary, as custodian for the Trustee, by the bank, trust company, national banking association or bond dealer executing such repurchase agreement, and the entity executing each such repurchase agreement required to be so secured shall furnish the Trustee with an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such repurchase agreement (as valued at least monthly) will be an amount equal to 102% of the principal amount of each such repurchase agreement and the Trustee shall be entitled to rely on each such undertaking;

(12) any cash sweep or similar account arrangement of or available to the Trustee, and which may include funds for which the Trustee, its parent holding company, if any, or any affiliates or subsidiaries of the Trustee provide investment advisory or other management services, the investments of which are limited to investments described in clauses (1), (2), (3), (4), (5) and (11) of this definition of Investment Securities and any money market fund, the entire investments of which are limited to investments described in clauses (1), (2), (3), (4), (5) and (11) of this definition of Investment Securities; provided that as used in this clause (12) and clause (13) investments will be deemed to satisfy the requirements of clause (11) if they meet the requirements set forth in clause (11) ending with the words “clauses (1), (2), (3) or (4) above” and without regard to the remainder of such clause (11);

(13) any investment agreement with a financial institution or insurance company or whose obligations are guaranteed by a financial institution or insurance company which: (a) has at the date of execution thereof an outstanding issue of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated in either of the two highest long-term Rating Categories by both Moody's and Standard & Poor's; or (b) is fully secured by obligations described in items (1), (2), (3) or (4) of the definition of Investment Securities which are (A) valued not less frequently than monthly and have a fair market value, exclusive of accrued interest, at all times at least equal to the principal amount of the investment, (B) held by the Trustee or other custodian acceptable to the Trustee, (C) subject to a perfected first lien in the Trustee, and (D) free and clear from all third party liens;

(14) shares of beneficial interest in diversified management companies investing exclusively in securities and obligations described in clauses (1) through (13) of this definition of Investment Securities and which companies have either the highest rating by both Moody's and Standard & Poor's or have an investment advisor registered with the Securities and Exchange Authority with not less than five (5) years experience investing in such securities and obligations and with assets under management in excess of \$500,000,000;

(15) shares in a common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended;

(16) bankers' acceptances issued by domestic or foreign banks, which may include the Trustee and its affiliates, that are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest category by both Moody's and Standard & Poor's, which purchases may not exceed two hundred seventy (270) days maturity;

(17) the pooled investment fund of the County of San Bernardino, California, which is administered in accordance with the investment policy of said County as established by the Treasurer/Tax Collector thereof, as permitted by Section 53601 of the Government Code of the State, copies of which policy are available upon written request to said Treasurer/Tax Collector;

(18) the Local Agency Investment Fund or similar pooled fund operated by or on behalf of the State of California and which is authorized to accept investments of moneys held in any of the funds or accounts established pursuant to the Indenture;

(19) general obligation bonds of the State;

(20) financial futures or financial option contracts with an entity the debt securities of which are rated in the highest short-term or one of the two highest long-term rating categories by Fitch, Moody's and Standard & Poor's; and

(21) Defeasance Securities.

Letter of Credit Account means an account by that name established to hold funds that are drawn on Credit Enhancement provided in the form of a letter of credit and that are to be applied to pay the principal of or interest on a Series of Bonds, which account shall be established pursuant to the Supplemental Indenture establishing the terms and provisions of such Series of Bonds.

Liquidity Facility means, with respect to a Series of Bonds, a line of credit, letter of credit, standby purchase agreement or similar liquidity facility, securing or guaranteeing the payment of purchase price of such Series of Bonds and issued by a commercial bank, insurance company, pension fund or other financial institution, and delivered or made available to the Trustee, as from time to time supplemented or amended pursuant to its terms, or, in the event of the delivery or availability of an Alternate Liquidity Facility, such Alternate Liquidity Facility.

Liquidity Facility Bonds means any Bonds purchased with moneys drawn under (or otherwise obtained pursuant to the terms of) a Liquidity Facility, but excluding any Bonds no longer considered to be Liquidity Facility Bonds in accordance with the terms of the applicable Liquidity Facility.

Liquidity Facility Rate means, with respect to a Series of Bonds, the interest rate per annum, if any, specified as applicable to Liquidity Facility Bonds in the Liquidity Facility delivered in connection with such Series of Bonds.

Liquidity Provider means, with respect to a Series of Bonds, the commercial bank, insurance company, pension fund or other financial institution issuing (or having primary obligation, or acting as agent for the financial institutions obligated, under) a Liquidity Facility then in effect with respect to such Series of Bonds.

Mandatory Sinking Account Payment means, with respect to Bonds of any Series and maturity, the amount required by the Supplemental Indenture establishing the terms and provisions of such Series of Bonds to be deposited by the Authority in a Sinking Account for the payment of Term Bonds of such Series and maturity.

Maturity Date means, with respect to a Series of Bonds, the date of maturity or maturities specified in the Supplemental Indenture establishing the terms and provisions of such Series of Bonds.

Maximum Annual Debt Service means the maximum amount of Annual Debt Service becoming due and payable on all Bonds Outstanding and all Parity Obligations outstanding during the period from the date of such calculation through the final maturity date of the Bonds and Parity Obligations, calculated utilizing the assumptions set forth under the definition of Debt Service.

Maximum Interest Rate means, with respect to all Bonds other than Liquidity Facility Bonds, the lesser of (i) twelve percent (12%) and (ii) the maximum rate of interest that may legally be paid on the Bonds from time to time, and means, with respect to Liquidity Facility Bonds, the lesser of (x) the Liquidity Facility Rate and (y) the maximum rate of interest that may legally be paid on the Liquidity Facility Bonds from time to time.

Measure I Backstop means the aggregate of the Backstop Transfer Amounts designated to be transferred to the Toll Trustee pursuant to the Indenture.

Measure I Cash Supplement means the aggregate of the Cash Supplement Transfer Amounts designated to be transferred to the Toll Trustee pursuant to the Indenture and the Schedule attached to the TIFIA Loan Agreement and attached to the Third Supplemental Indenture.

Moody's means, Moody's Investors Service, a corporation duly organized and existing under the laws of the State of Delaware, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority.

Notice Parties means, as and to the extent applicable, the Authority, the Trustee, the Credit Provider, if any, for the Series of Bonds to which the notice being given relates, the auction agent, if any, for the Series of Bonds to which the notice being given relates, the broker-dealer, if any, for the Series of Bonds to which the notice being given relates, the Liquidity Provider, if any, for the Series of Bonds to which the notice being given relates, and the remarketing agent, if any, for the Series of Bonds to which the notice being given relates.

One Month USD LIBOR Rate means the rate for deposits in U.S. dollars for a one-month maturity that appears on Reuters Screen LIBOR01 Page (or such other page as may replace that page on that service, or such other service as may be nominated by the British Bankers Association, for the purpose of displaying London interbank offered rates for U.S. dollar deposits) as of 11:00 a.m., London time, on the date of determination of

such rate, except that, if such rate does not appear on such page on such date, the One Month USD LIBOR Rate means a rate determined on the basis of the rates at which deposits in U.S. dollars for a one-month maturity and in a principal amount of at least U.S. \$1,000,000 are offered at approximately 11:00 a.m., London time, on such date, to prime banks in the London interbank market by three major banks in the London interbank market (herein referred to as the “Reference Banks”) selected by the Trustee (provided, however, that the Trustee may appoint an agent to identify such Reference Banks). The Trustee or its agent is to request the principal London office of each of such Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the One Month LIBOR Rate will be the arithmetic mean of such quotations. If fewer than two quotations are provided, the One Month LIBOR Rate will be the arithmetic mean of the rates quoted by three (if three quotations are not provided, two or one, as applicable) major banks in New York City, selected by the Trustee or its agent, at approximately 11:00 a.m., New York City time, on such date for loans in U.S. dollars to leading European banks in a principal amount of at least U.S. \$1,000,000 having a one-month maturity. If none of the banks in New York City selected by the Trustee or its agent is then quoting rates for such loans, then the One Month LIBOR Rate for the ensuing interest period will mean the One Month LIBOR Rate most recently in effect.

Opinion of Bond Counsel means a written opinion of a law firm of national standing in the field of public finance selected by the Authority.

Ordinance means the Ordinance No. 04-01, adopted by the Authority on June 2, 2004, and any amendments or extensions thereto, together with any future ordinance that is adopted pursuant to the Act and that is designated as an “Ordinance” under the Indenture pursuant to a Supplemental Indenture, as such future ordinance may be amended or extended pursuant to the Act.

Ordinance No. 89-1 means the Ordinance No. 89-1, adopted by the Authority on August 2, 1989, as subsequently amended, supplemented and extended.

Outstanding, when used as of any particular time with reference to Bonds, means (subject to the provisions of the Indenture) all Bonds theretofore, or thereupon being, authenticated and delivered by the Trustee under the Indenture except: (1) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (2) Bonds with respect to which all liability of the Authority shall have been discharged in accordance with the provisions of the Indenture described below under the caption “Discharge of Liability on Bonds,” and (3) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to the Indenture; provided, however, that in the event the principal of or interest due on any Bonds shall be paid by the Credit Provider pursuant to the Credit Enhancement issued in connection with such Bonds, such Bonds shall remain Outstanding for all purposes and shall not be considered defeased or otherwise satisfied or paid by the Authority and the pledge of Revenues and all covenants, agreements and other obligations of the Authority to the Holders shall continue to exist and shall run to the benefit of such Credit Provider and such Credit Provider shall be subrogated to the rights of such Holders.

Parity Obligations means (i) any indebtedness, installment sale obligation, lease obligation or other obligation of the Authority for borrowed money, (ii) any obligation to pay the Rebate Requirement, or (iii) any Interest Rate Swap Agreement (excluding fees and expenses and termination payments on Interest Rate Swap Agreements, which fees and expenses and termination payments shall be secured by a lien and charge on the Sales Tax Revenues subordinate to the lien and charge upon Sales Tax Revenues that secures the Bonds, Parity Obligations and payment of principal of and interest on Subordinate Obligations) entered into in connection with a Series of Bonds, in each case incurred in accordance with the Indenture, and in each case having an equal lien and charge upon the Sales Tax Revenues and therefore being payable on a parity with the Bonds (whether or not any Bonds are Outstanding).

Participating Underwriter means any of the original underwriters of a Series of Bonds required to comply with Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission, under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Person means an association, corporation, firm, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

Principal Fund means the fund by that name established pursuant to the Indenture.

Principal Office means, with respect to the Trustee, the corporate trust office of the Trustee at 400 South Hope Street, Suite 400, Los Angeles, CA, 90071, Attention: Corporate Trust, except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted, or such other or additional offices as may be designated by the Trustee from time to time, and means, with respect to a Credit Provider or a Liquidity Provider, the office designated as such in writing by such party in a notice delivered to the Trustee and the Authority.

Project means capital outlay expenditures for transportation purposes, including, without limitation, the carrying out of transportation projects described in the Expenditure Plan, the construction, maintenance, improvement and operation of local streets, roads, and highways, state highways and freeways, and public transit systems including rail, and related purposes permitted by the Ordinance, including planning, environmental reviews, engineering and design costs and related right-of-way acquisition and also including, without limitation, administrative, engineering, inspection, legal, fiscal agent, financial consultant and other fees, bond and other reserve funds, working capital, bond or note interest estimated to accrue during the construction period and for a period of not to exceed three years thereafter, and expenses for all proceedings for the authorization, issuance and sale of Bonds.

Project Fund means, with respect to any Series of Bonds, a fund by that name established pursuant to the provisions of a Supplemental Indenture to hold the proceeds of a Series of Bonds or a portion thereof prior to expenditure on the portion of the Project being financed with the proceeds of such Series of Bonds.

Proportionate Basis, when used with respect to the redemption of Bonds, means that the amount of Bonds of each maturity to be redeemed shall be determined as nearly as practicable by multiplying the total amount of funds available for redemption by the ratio which the amount of Bond Obligation of Bonds of such maturity bears to the amount of all Bond Obligation of Bonds to be redeemed, provided, however that, any Bond may only be redeemed in an authorized denomination. For purposes of the foregoing, Term Bonds shall be deemed to mature in the years and in the amounts of the Mandatory Sinking Account Payments, and Capital Appreciation Bonds and Current Interest Bonds maturing or subject to Mandatory Sinking Account Payments in the same year shall be treated as separate maturities. When used with respect to the payment or purchase of a portion of Bonds, "Proportionate Basis" shall have the same meaning set forth above except that "pay" or "purchase" shall be substituted for "redeem" or "redemption" and "paid" or "purchased" shall be substituted for "redeemed."

Purchase Fund means a fund by that name established to hold funds to be applied to pay the purchase price of a Series of Bonds, which fund shall be established pursuant to the Supplemental Indenture establishing the terms and provisions of such Series of Bonds.

Rating Agency means, as and to the extent applicable to a Series of Bonds, each of Fitch, Moody's and Standard & Poor's then maintaining a rating on such Series of Bonds at the request of the Authority.

Rating Category means: (i) with respect to any long-term rating category, all ratings designated by a particular letter or combination of letters, without regard to any numerical modifier, plus or minus sign or other modifier; and (ii) with respect to any short-term or commercial paper rating category, all ratings designated by

a particular letter or combination of letters and taking into account any numerical modifier, but not any plus or minus sign or other modifier.

Rating Confirmation means written evidence from each rating agency then rating any Series of Bonds to the effect that, following the event which requires the Rating Confirmation, the then current rating for such Series of Bonds will not be lowered or withdrawn solely as a result of the occurrence of such event.

Rebate Fund means that fund by that name established pursuant to the Indenture.

Rebate Instructions means, with respect to any Series of Bonds, those calculations and directions required to be delivered to the Trustee by the Authority pursuant to the Tax Certificate delivered in connection with such Series of Bonds.

Rebate Requirement means, with respect to any Series of Bonds, the Rebate Requirement determined in accordance with the Tax Certificate delivered in connection with such Series of Bonds.

Record Date, with respect to each Series of Bonds, shall have the meaning specified in the Supplemental Indenture establishing the terms and provisions of such Series of Bonds. Record Date, with respect to the 2023 Bonds, means for any Interest Payment Date the fifteenth (15th) day (whether or not a Business Day) of the month preceding the month in which an Interest Payment Date occurs.

Redemption Fund means the fund by that name established pursuant to the Indenture.

Redemption Price means, with respect to any Bond (or portion thereof) the Bond Obligation of such Bond (or portion thereof) plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Bond and the Indenture.

Refunding Bonds means a Series of Bonds or a portion of a Series of Bonds issued pursuant to the provisions of the Indenture described below under the caption “Issuance of Refunding Bonds.”

Repositories means the public or private entities designated as Repositories in a Continuing Disclosure Agreement entered into in connection with a Series of Bonds.

Reserve Facility means any insurance policy, letter of credit or surety bond issued by a Reserve Facility Provider, meeting the requirements set forth in the Indenture described below under the caption “Funding and Application of Bond Reserve Funds,” and delivered to the Trustee in satisfaction of all or a portion of the Bond Reserve Requirement applicable to one or more Series of Bonds.

Reserve Facility Provider means any issuer of a Reserve Facility.

Revenue Fund means the fund by that name established pursuant to the Indenture.

Revenues means: (i) all Sales Tax Revenues; and (ii) all Swap Revenues. In accordance with the provisions of the Indenture described below under the caption “Issuance of Additional Bonds and Other Obligations,” the Authority by Supplemental Indenture may provide for additional revenues or assets of the Authority to be included in the definition of Revenues.

Rule 15c2-12 means Securities and Exchange Commission Rule 15c2-12, as supplemented and amended from time to time.

Sales Tax means the retail transactions and use tax applicable in the incorporated and unincorporated territory of the County and imposed pursuant to the provisions of the Act, Ordinance No. 89-1, the Ordinance,

and Chapter 5 of the Sales Tax Law, at the rate of one-half of one percent (1/2%) to and including a date not to exceed March 31, 2040.

Sales Tax Debt means all Series of Bonds and Parity Obligations and Subordinate Obligations then outstanding and payable from Revenue.

Sales Tax Revenues means the amounts collected on account of the retail transactions and use tax imposed in the County pursuant to the Act and the Ordinance on and after April 1, 2010, after deducting amounts payable by the Authority to the State Board of Equalization for costs and expenses for its services in connection with the retail transactions and use taxes collected pursuant to the Act.

Securities Depository means The Depository Trust Company, or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other securities depository, or no such depositories, as the Authority may designate in a Request of the Authority delivered to the Trustee.

Serial Bonds means Bonds, maturing in specified years, for which no Mandatory Sinking Account Payments are provided.

Series, whenever used in the Indenture with respect to Bonds, means all of the Bonds designated as being of the same series, authenticated and delivered in a simultaneous transaction regardless of variations in maturity, interest rate, redemption and other provisions, and any Bonds thereafter authenticated and delivered upon transfer or exchange or in lieu of or in substitution for (but not to refund) such Bonds as in the Indenture provided.

SIFMA Swap Index means, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by the Securities Industry & Financial Markets Association (formerly the Bond Market Association) (“SIFMA”) or by any Person acting in cooperation with or under the sponsorship of SIFMA and acceptable to the Trustee and effective from such date.

Sinking Account means an account by that name established in the Principal Fund for the payment of Term Bonds.

Sixth Supplemental Indenture means that certain Sixth Supplemental Indenture, dated as of December 1, 2023, between the Authority and the Trustee.

Standard & Poor’s or S&P means Standard & Poor’s, a division of The McGraw-Hill Companies, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of New York, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Standard & Poor’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority.

State means the State of California.

State Board of Equalization means the California State Board of Equalization.

Subarea means those subareas identified and defined in the Expenditure Plan, including (i) the North Desert Subarea, (ii) the Colorado River Subarea, (iii) the Morongo Basin Subarea, (iv) the Mountain Subarea, and (v) the Victor Valley Subarea.

Subordinate Obligations means any obligations of the Authority issued or incurred in accordance with the provisions of the Indenture described in paragraph (D) under the caption “Limitations on the Issuance of

Obligations Payable from Sales Tax Revenues; Parity Obligations; Subordinate Obligations; Fee and Expense Obligations” set forth below.

Subordinate Obligations Fund means the fund by that name established pursuant to the Indenture.

Subsidy Payments means payments to be made by the United States Treasury to the Trustee, for credit to the accounts held by the Trustee on behalf of the Authority, with respect to the interest due on a Series of Bonds that qualify for one or more direct subsidy payments or other form of credits or payments pursuant to the Code, including, without limitation, pursuant to Section 54AA or Section 6431 of the Code or any successor to either such provision.

Supplemental Indenture means any indenture hereafter duly executed and delivered, supplementing, modifying or amending the Indenture, but only if and to the extent that such supplemental indenture is authorized specifically under the Indenture.

Swap Revenues means all regularly-scheduled amounts (but not termination payments) owed or paid to the Authority by any Counterparty under any Interest Rate Swap Agreement after offset for the regularly-scheduled amounts (but not termination payments) owed or paid by the Authority to such Counterparty under such Interest Rate Swap Agreement.

Tax Certificate means each Tax Certificate delivered by the Authority at the time of issuance and delivery of a Series of Bonds, as the same may be amended or supplemented in accordance with its terms.

Tax Expiration Date means March 31, 2040 or such later date to which the levy of the retail transactions and use tax is extended in accordance with the Act.

Term Bonds means Bonds payable at or before their specified maturity date or dates from Mandatory Sinking Account Payments established for that purpose and calculated to retire such Bonds on or before their specified maturity date or dates.

Third Supplemental Indenture means that certain Third Supplemental Indenture, dated as of April 1, 2019, between the Authority and the Trustee.

TIFIA Lender means the United States Department of Transportation, acting by and through the Executive Director of the Build America Bureau, or any successor thereto or assignee thereof.

TIFIA Loan means the loan made to the Authority by the TIFIA Lender to finance certain costs of the I-10 Corridor Contract 1 Project pursuant to the TIFIA Loan Agreement.

TIFIA Loan Agreement means that certain TIFIA Loan Agreement, dated as of June 17, 2021, between the Authority and the TIFIA Lender, as supplemented and amended pursuant to the terms thereof.

Toll Indenture means that certain Master Indenture, dated as of April 1, 2019, as amended and supplemented, by and between the Authority and U.S. Bank National Association, as trustee.

Toll Trustee means U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, or any successor trustee thereto under the Toll Indenture.

Trustee means The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under and by virtue of the laws of the United States of America, or its successor, as Trustee as provided in the Indenture.

Variable Rate Indebtedness means any indebtedness, including Bonds, Parity Obligations, and Subordinate Obligations, the interest rate on which is not fixed at the time of incurrence of such indebtedness, and has not at some subsequent date been fixed, at a numerical rate or rates for the entire term of such indebtedness.

2023 Bonds means the San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2023 Series A, authorized by, and at any time Outstanding pursuant to, the Indenture.

2023 Costs of Issuance Fund means the fund by that name established pursuant to the Indenture.

Pledge of Revenues; Revenue Fund

(A) As security for the payment of all amounts owing on the Bonds and Parity Obligations, there are irrevocably pledged to the Trustee: (i) all Revenues; and (ii) all amounts, including proceeds of the Bonds, held on deposit in the funds and accounts established under the Indenture (except for amounts held in the Rebate Fund, any Letter of Credit Account and any Purchase Fund), subject to the provision of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture. The collateral identified above shall immediately be subject to this pledge, and this pledge shall constitute a first lien on and security interest in such collateral which shall immediately attach to the collateral and be effective, binding and enforceable against the Authority and all others asserting the rights therein, to the extent set forth, and in accordance with, the Indenture irrespective of whether those parties have notice of such pledge and without the need for any physical delivery, recordation, filing or further act. The pledge of Revenues and all amounts held on deposit in the funds and accounts established under the Indenture (except for amounts held in the Rebate Fund, any Letter of Credit Account and any Purchase Fund) is irrevocable until all of the Bonds, all Parity Obligations and amounts owed in connection with the Bonds and Parity Obligations are no longer Outstanding.

All Bonds and Parity Obligations shall be of equal rank without preference, priority or distinction of any Bonds and Parity Obligations over any other Bonds and Parity Obligations.

(B) As long as any Bonds are Outstanding or any Parity Obligations remain unpaid, the Authority assigns and shall cause Sales Tax Revenues to be transmitted by the State Board of Equalization directly to the Trustee. The Trustee shall forthwith deposit in a trust fund, designated as the "Revenue Fund," which fund the Trustee shall establish and maintain, all Sales Tax Revenues, when and as received by the Trustee. The Sales Tax Revenues and all other amounts deposited into the Revenue Fund as described in this section (B), shall be received and held in trust by the Trustee for the benefit of the Holders of the Bonds and the Parity Obligations and shall be disbursed, allocated and applied solely for the uses and purposes set forth in the Indenture. Investment income on amounts held by the Trustee under the Indenture (other than amounts held in the Rebate Fund or for which particular instructions, such as with respect to a Project Fund, a Letter of Credit Account or a Purchase Fund, are provided in a Supplemental Indenture), shall also be deposited in the Revenue Fund. All moneys at any time held in the Revenue Fund shall be held in trust for the benefit of the Holders of the Bonds and the holders of Parity Obligations and shall be disbursed, allocated and applied solely for the uses and purposes set forth in the Indenture.

(C) The Bonds are limited obligations of the Authority and are payable as to both principal and interest, and any premium upon redemption thereof, exclusively from the Revenues and other funds pledged under the Indenture.

Allocation of Sales Tax Revenues

So long as any Bonds are Outstanding and Parity Obligations, Subordinate Obligations and all other amounts payable under the Indenture remain unpaid, the Trustee will set aside in each month following receipt of the Sales Tax Revenues the moneys in the Revenue Fund in the following respective funds (each of which the

Trustee will establish, maintain and hold in trust for the benefit of the Holders of the Bonds and, as and to the extent applicable, the holders of Parity Obligations) in the following amounts, in the following order of priority, the requirements of each such fund (including the making up of any deficiencies in any such fund resulting from lack of Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any deposit is made to any fund subsequent in priority; provided that on a parity with such deposits the Trustee may set aside or transfer amounts with respect to any outstanding Parity Obligations as provided in the proceedings for such Parity Obligations delivered to the Trustee (which will be proportionate in the event such amounts are insufficient to provide for all deposits required as of any date to be made with respect to the Bonds and such Parity Obligations); provided further that payments on Interest Rate Swap Agreements that are payable on a parity with the Bonds shall be payable from the Interest Fund and the required deposits below shall be adjusted to include payments on such Interest Rate Swap Agreements in accordance with the Indenture:

Interest Fund. Following receipt of the Sales Tax Revenues in each month, the Trustee will set aside in the Interest Fund as soon as practicable in such month an amount equal to (a) one-sixth of the aggregate half-yearly amount of interest becoming due and payable on the Outstanding Current Interest Bonds (except for Bonds constituting Variable Rate Indebtedness which will be governed by subparagraph (b) below) during the next ensuing six (6) months (excluding any interest for which there are moneys deposited in the Interest Fund from the proceeds of any Series of Bonds or other source and reserved as capitalized interest to pay such interest during said next ensuing six (6) months), until the requisite half-yearly amount of interest on all such Outstanding Current Interest Bonds (except for Bonds constituting Variable Rate Indebtedness which will be governed by subparagraph (b) below) is on deposit in such fund; provided that from the date of delivery of a Series of Current Interest Bonds until the first Interest Payment Date with respect to such Series of Bonds the amounts set aside in such fund with respect to such Series of Bonds will be sufficient on a monthly pro rata basis to pay the aggregate amount of interest becoming due and payable on said Interest Payment Date with respect to such Series of Bonds, plus (b) the aggregate amount of interest to accrue during that month on Outstanding Variable Rate Indebtedness, calculated, if the actual rate of interest is not known, at the interest rate specified in writing by the Authority, or if the Authority will not have specified an interest rate in writing, calculated at the maximum interest rate borne by such Variable Rate Indebtedness during the month prior to the month of deposit plus one hundred (100) basis points (provided, however, that the amount of such deposit into the Interest Fund for any month may be reduced by the amount by which the deposit in the prior month exceeded the actual amount of interest accrued and paid during that month on said Outstanding Variable Rate Indebtedness and provided further that the amount of such deposit into the Interest Fund for any month will be increased by the amount by which the deposit in the prior month was less than the actual amount of interest accruing during that month on said Outstanding Variable Rate Indebtedness). No deposit need be made into the Interest Fund if the amount contained therein is at least equal to the interest to become due and payable on the Interest Payment Dates falling within the next six (6) months upon all of the Bonds issued under the Indenture and then Outstanding and on March 1 and September 1 of each year any excess amounts in the Interest Fund not needed to pay interest on such date (and not held to pay interest on Bonds having Interest Payment Dates other than March 1 and September 1) will be transferred to the Authority (but excluding, in each case, any moneys on deposit in the Interest Fund from the proceeds of any Series of Bonds or other source and reserved as capitalized interest to pay interest on any future Interest Payment Dates following such Interest Payment Dates). All Swap Revenues received with respect to Interest Rate Swap Agreements that are Parity Obligations will be deposited in the Interest Fund and credited to the above-required deposits.

Principal Fund; Sinking Accounts. Following receipt of the Sales Tax Revenues in each month, the Trustee will deposit in the Principal Fund as soon as practicable in such month an amount equal to at least (a) one-sixth of the aggregate semiannual amount of Bond Obligation becoming due and payable on the Outstanding Serial Bonds of all Series having semiannual maturity dates within the next six (6) months, plus (b) one-twelfth of the aggregate yearly amount of Bond Obligation becoming due and payable on the Outstanding Serial Bonds of all Series having annual maturity dates within the next twelve (12) months, plus (c) one-sixth of the aggregate of the Mandatory Sinking Account Payments to be paid during the next six-month period into the respective Sinking Accounts for the Term Bonds of all Series for which Sinking Accounts have been created and for which semiannual mandatory redemption is required from said Sinking Accounts, plus

(d) one-twelfth of the aggregate of the Mandatory Sinking Account Payments to be paid during the next 12-month period into the respective Sinking Accounts for the Term Bonds of all Series for which Sinking Accounts will have been created and for which annual mandatory redemption is required from such Sinking Accounts; provided that if the Authority certifies to the Trustee that any principal payments are expected to be refunded on or prior to their respective due dates or paid from amounts on deposit in a Bond Reserve Fund that would be in excess of the Bond Reserve Requirement applicable to such Bond Reserve Fund upon such payment, no amounts need be set aside towards such principal to be so refunded or paid. All of the aforesaid deposits made in connection with future Mandatory Sinking Account Payments will be made without priority of any payment into any one such Sinking Account over any other such payment.

In the event that the Sales Tax Revenues will not be sufficient to make the required deposits so that moneys in the Principal Fund on any principal or mandatory redemption date are equal to the amount of Bond Obligation to become due and payable on the Outstanding Serial Bonds of all Series plus the Bond Obligation amount of and redemption premium on the Outstanding Term Bonds required to be redeemed or paid at maturity on such date, then such moneys will be applied on a Proportionate Basis and in such proportion as said Serial Bonds and said Term Bonds will bear to each other, after first deducting for such purposes from said Term Bonds any of said Term Bonds required to be redeemed annually as will have been redeemed or purchased during the preceding 12-month period and any of said Term Bonds required to be redeemed semiannually as will have been redeemed or purchased during the six-month period ending on such date or the immediately preceding six month period. In the event that the Sales Tax Revenues will not be sufficient to pay in full all Mandatory Sinking Account Payments required to be paid at any one time into all such Sinking Accounts, then payments into all such Sinking Accounts will be made on a Proportionate Basis, in proportion that the respective Mandatory Sinking Account Payments required to be made into each Sinking Account during the then current 12-month period bear to the aggregate of all of the Mandatory Sinking Account Payments required to be made into all such Sinking Accounts during such 12-month period.

No deposit need be made into the Principal Fund so long as there will be in such fund (i) moneys sufficient to pay the Bond Obligations of all Serial Bonds issued under the Indenture and then Outstanding and maturing by their terms within the next twelve (12) months plus (ii) the aggregate of all Mandatory Sinking Account Payments required to be made in such 12-month period, but less any amounts deposited into the Principal Fund during such 12-month period and theretofore paid from the Principal Fund to redeem or purchase Term Bonds during such 12-month period; provided that if the Authority certifies to the Trustee that any principal payments are expected to be refunded on or prior to their respective due dates or paid from amounts on deposit in a Bond Reserve Fund that would be in excess of the Bond Reserve Requirement applicable to such Bond Reserve Fund upon such payment, no amounts need be on deposit with respect to such principal payments. At the beginning of each Fiscal Year and in any event not later than March 1 of each year, the Trustee will request from the Authority a Certificate of the Authority setting forth the principal payments for which deposits will not be necessary pursuant to the preceding sentence and the reason therefor. On March 1 of each year any excess amounts in the Principal Fund not needed to pay principal on such date (and not held to pay principal on Bonds having principal payment dates other than March 1) will be transferred to the Authority.

Bond Reserve Fund. Upon the occurrence of any deficiency in any Bond Reserve Fund, the Trustee will make such deposit to such Bond Reserve Fund as is required pursuant to the provisions of the Indenture described in paragraph (D) under the caption “Funding and Application of Bond Reserve Funds,” each such deposit to be made as soon as possible in each month, until the balance therein is at least equal to the applicable Bond Reserve Requirement. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 BONDS — No Bond Reserve Fund” in the main body of this Official Statement.

Subordinate Obligations Fund. The Trustee will establish, maintain and hold in trust a separate fund designated as the “Subordinate Obligations Fund.” As long as any Subordinate Obligations remain unpaid, any Revenues remaining in the Revenue Fund, after the transfers to the Interest Fund, the Principal Fund and the Bond Reserve Funds described above have been made, shall be transferred on the same Business Day to the Subordinate Obligations Fund. After the Trustee has made any deposit or payment of Revenues as in the current

month required by the instrument or instruments creating the Subordinate Obligations, the Trustee shall transfer any remaining Revenues back to the Revenue Fund.

Fees and Expenses Fund. The Trustee will establish, maintain and hold in trust a separate fund designated as the “Fees and Expenses Fund.” After the transfers to the Interest Fund, the Principal Fund, the Bond Reserve Funds and the Subordinate Obligations Fund described above have been made the Trustee will deposit as soon as practicable in each month in the Fees and Expenses Fund amounts necessary for payment of fees, expenses and other charges in connection with the Bonds, Parity Obligations or Subordinate Obligations (including fees, expenses and similar charges relating to any Liquidity Facility or Credit Enhancement for the Bonds or any Parity Obligations) owing in such month or the following month by the Authority. The Authority will inform the Trustee of such amounts, in writing, on or prior to the first Business Day of each month.

From any Revenues remaining in the Revenue Fund after the foregoing transfers described in the funds and accounts described above, the Trustee shall transfer on the same Business Day to the Toll Trustee the Cash Supplement Transfer Amount and the Backstop Transfer Amount scheduled for such month and any deficiencies in prior Cash Supplement Transfer Amounts and Backstop Transfer Amounts that have not been made or, in the case of Backstop Amounts, any true up amounts needed to cause the balance in the Measure I Reserve Fund under the Toll Indenture to meet the requirements of the TIFIA Loan Agreement. The Cash Supplement Transfer Amounts shall be made until all amounts in required by the Indenture have been transferred to the Toll Trustee. In the event that there are insufficient Revenues in the Revenue Fund to satisfy the Cash Supplement Transfer Amount and/or the Backstop Transfer Amount for any given month, then the Trustee will transfer the Revenues that are available and notify the Authority of the amount of such shortfall on the date of such transfer.

After such transfer of the Cash Supplement Transfer Amount and the Backstop Transfer Amount for such month, except as the Authority shall otherwise direct in writing or as is otherwise provided in a Supplemental Indenture, any remaining Revenues shall be transferred to the Authority on the same Business Day or as soon as practicable thereafter. The Authority may use and apply the Revenues when received by it for any lawful purpose of the Authority, including the redemption of Bonds upon the terms and conditions set forth in the Supplemental Indenture relating to such Bonds and the purchase of Bonds as and when and at such prices as it may determine.

If five (5) days prior to any principal payment date, Interest Payment Date or mandatory redemption date the amounts on deposit in the Revenue Fund, Interest Fund, the Principal Fund, including the Sinking Accounts therein, and, as and to the extent applicable, any Bond Reserve Fund established in connection with a Series of Bonds with respect to the payments to be made on such upcoming date are insufficient to make such payments, the Trustee will immediately notify the Authority, in writing, of such deficiency and direct that the Authority transfer the amount of such deficiency to the Trustee on or prior to such payment date. The Authority covenants and agrees to transfer to the Trustee from any Revenues in its possession the amount of such deficiency on or prior to the principal, interest or mandatory redemption date referenced in such notice.

Establishment and Application of Funds and Accounts

Each of the funds and accounts described below is established pursuant to the Indenture.

Interest Fund. All amounts in the Interest Fund will be used and withdrawn by the Trustee solely for the purposes of (a) paying interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity pursuant to the Indenture), or for reimbursing the Credit Provider for a drawing for such purposes made on Credit Enhancement provided in the form of an irrevocable, direct-pay letter of credit, and (b) making periodic payments on Interest Rate Swap Agreements, as provided in the Indenture.

Principal Fund. All amounts in the Principal Fund will be used and withdrawn by the Trustee solely for the purposes of paying the Bond Obligation of the Bonds when due and payable, except that all amounts in

the Sinking Accounts will be used and withdrawn by the Trustee solely to purchase or redeem or pay at maturity Term Bonds, as provided in the Indenture, or for reimbursing the Credit Provider for a drawing for such purposes made on Credit Enhancement provided in the form of an irrevocable, direct-pay letter of credit.

The Trustee will establish and maintain within the Principal Fund a separate account for the Term Bonds of each Series and maturity, designated as the “_____ Sinking Account,” inserting therein the Series and maturity designation of such Bonds. On or before the Business Day prior to any date upon which a Mandatory Sinking Account Payment is due, the Trustee will transfer the amount of such Mandatory Sinking Account Payment (being the principal thereof, in the case of Current Interest Bonds, and the Accreted Value, in the case of Capital Appreciation Bonds) from the Principal Fund to the applicable Sinking Account. With respect to each Sinking Account, on each Mandatory Sinking Account Payment date established for such Sinking Account, the Trustee will apply the Mandatory Sinking Account Payment required on that date to the redemption (or payment at maturity, as the case may be) of Term Bonds of such Series and maturity for which such Sinking Account was established, in the manner provided in the Indenture or the Supplemental Indenture pursuant to which such Series of Bonds was created; provided that, at any time prior to giving such notice of such redemption, the Trustee will, upon receipt of a Request of the Authority, apply moneys in such Sinking Account to the purchase of Term Bonds of such Series and maturity at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Fund) as is directed by the Authority, except that the purchase price (excluding accrued interest, in the case of Current Interest Bonds) will not exceed the principal amount or Accreted Value thereof. If, during the 12-month period (or six-month period with respect to Bonds having semi-annual Mandatory Sinking Account Payments) immediately preceding said Mandatory Sinking Account Payment date, the Trustee has purchased Term Bonds of such Series and maturity with moneys in such Sinking Account, or, during said period and prior to giving said notice of redemption, the Authority has deposited Term Bonds of such Series and maturity with the Trustee, or Term Bonds of such Series and maturity were at any time purchased or redeemed by the Trustee from the Redemption Fund and allocable to said Mandatory Sinking Account Payment, such Term Bonds so purchased or deposited or redeemed will be applied, to the extent of the full principal amount thereof, to reduce said Mandatory Sinking Account Payment. All Term Bonds purchased or deposited pursuant to the provisions of the Indenture described herein will be cancelled by the Trustee and destroyed by the Trustee and a certificate of destruction will be delivered to the Authority by the Trustee. Any amounts remaining in a Sinking Account on March 1 of each year following the redemption as of such date of the Term Bonds for which such account was established will be withdrawn by the Trustee and transferred as soon as is practicable to the Authority to be used for any lawful purpose. All Term Bonds purchased from a Sinking Account or deposited by the Authority with the Trustee in a twelve month period ending the last day in February (or in a six-month period ending the last day in February or August 31 with respect to Bonds having semi-annual Mandatory Sinking Account Payments) and prior to the giving of notice by the Trustee for redemption from Mandatory Sinking Account Payments for such period will be allocated first to the next succeeding Mandatory Sinking Account Payment for such Series and maturity of Term Bonds, if any, occurring on the next March 1 or September 1, then as a credit against such future Mandatory Sinking Account Payments for such Series and maturity of Term Bonds as may be specified in a Request of the Authority. All Term Bonds redeemed by the Trustee from the Redemption Fund will be credited to such future Mandatory Sinking Account Payments for such Series and maturity of Term Bonds as may be specified in a Request of the Authority.

Funding and Application of Bond Reserve Funds. The Authority may at its sole discretion at the time of issuance of any Series of Bonds or at any time thereafter by Supplemental Indenture provide for the establishment of a Bond Reserve Fund as additional security for a Series of Bonds. Any Bond Reserve Fund so established by the Authority will be available to secure one or more Series of Bonds as the Authority will determine and will specify in the Supplemental Indenture establishing such Bond Reserve Fund or, if the Supplemental Indenture establishing any Bond Reserve Fund also establishes a pooled Bond Reserve Requirement that is applicable to an initial Series of Bonds together with any one or more subsequently-issued eligible Series of Bonds with the same pooled Reserve Requirement, in subsequent Supplemental Indentures. Any Bond Reserve Fund established by the Authority will be held by the Trustee and will comply with the requirements of the Indenture described under this caption.

In lieu of making the Bond Reserve Requirement deposit applicable to one or more Series of Bonds in cash or in replacement of moneys then on deposit in any Bond Reserve Fund (which will be transferred by the Trustee to the Authority), or in substitution of any Reserve Facility comprising part of the Bond Reserve Requirement relating to one or more Series of Bonds, the Authority may, at any time and from time to time, deliver to the Trustee an irrevocable letter of credit issued by a financial institution having unsecured debt obligations rated at the time of delivery of such letter of credit in one of the two highest Rating Categories of Moody's and Standard & Poor's, in an amount, which, together with cash, Investment Securities or other Reserve Facilities, as described in the paragraph below, then on deposit in such Bond Reserve Fund, will equal the Bond Reserve Requirement relating to the Bonds to which such Bond Reserve Fund relates. Such letter of credit will have a term no less than three (3) years or, if less, the final maturity of the Bonds in connection with which such letter of credit was obtained and will provide by its terms that it may be drawn upon as provided in this caption. At least one (1) year prior to the stated expiration of such letter of credit, the Authority will either (i) deliver a replacement letter of credit, (ii) deliver an extension of the letter of credit for at least one (1) additional year or, if less, the final maturity of the Bonds in connection with which such letter of credit was obtained, or (iii) deliver to the Trustee a Reserve Facility satisfying the requirements of the Indenture described in the paragraph below. Upon delivery of such replacement Reserve Facility, the Trustee will deliver the then-effective letter of credit to or upon the order of the Authority. If the Authority will fail to deposit a replacement Reserve Facility with the Trustee, the Authority will immediately commence to make monthly deposits with the Trustee so that an amount equal to the Bond Reserve Requirement relating to the Bonds to which such Bond Reserve Fund relates will be on deposit in such Bond Reserve Fund no later than the stated expiration date of the letter of credit. If an amount equal to the Bond Reserve Requirement relating to the Bonds to which such Bond Reserve Fund relates as of the date following the expiration of the letter of credit is not on deposit in such Bond Reserve Fund one (1) week prior to the expiration date of the letter of credit (excluding from such determination the letter of credit), the Trustee will draw on the letter of credit to fund the deficiency resulting therefrom in such Bond Reserve Fund.

In lieu of making a Bond Reserve Requirement deposit in cash or in replacement of moneys then on deposit in a Bond Reserve Fund (which will be transferred by the Trustee to the Authority) or in substitution of any Reserve Facility comprising part of a Bond Reserve Requirement for any Bonds, the Authority may, at any time and from time to time, deliver to the Trustee a surety bond or an insurance policy in an amount which, together with moneys, Investment Securities, or other Reserve Facilities then on deposit in a Bond Reserve Fund, is no less than the Bond Reserve Requirement relating to the Bonds to which such Bond Reserve Fund relates. Such surety bond or insurance policy will be issued by an insurance company whose unsecured debt obligations (or for which obligations secured by such insurance company's insurance policies) are rated at the time of delivery in one of the two highest Rating Categories of both Moody's and Standard & Poor's. Such surety bond or insurance policy will have a term of no less than the final maturity of the Bonds in connection with which such surety bond or insurance policy is obtained. In the event that such surety bond or insurance policy for any reason lapses or expires, the Authority will immediately implement (i) or (iii) of the preceding paragraph or make twelve equal monthly deposits to such Bond Reserve Fund so that the Bond Reserve Fund is replenished to the required level after a year.

Subject to the provisions of the Indenture described in the final paragraph under this caption, all amounts in any Bond Reserve Fund (including all amounts which may be obtained from a Reserve Facility on deposit in such Bond Reserve Fund) will be used and withdrawn by the Trustee, as hereinafter described; (i) for the purpose of making up any deficiency in the Interest Fund or the Principal Fund relating to the Bonds of the Series to which such Bond Reserve Fund relates; or (ii) together with any other moneys available therefor, (x) for the payment or redemption of all Bonds then Outstanding of the Series to which such Bond Reserve Fund relates, (y) for the defeasance or redemption of all or a portion of the Bonds then Outstanding of the Series to which such Bond Reserve Fund relates, provided, however, that if funds on deposit in any Bond Reserve Fund are applied to the defeasance or redemption of a portion of the Series of Bonds to which such Bond Reserve Fund relates, the amount on deposit in the Bond Reserve Fund immediately subsequent to such partial defeasance or redemption shall equal the Bond Reserve Requirement applicable to all Bonds of such Series Outstanding immediately subsequent to such partial defeasance or redemption, or (z) for the payment of the final principal and interest payment of the Bonds of such Series. Unless otherwise directed in a Supplemental Indenture

establishing the terms and provisions of a Series of Bonds, the Trustee will apply amounts held in cash or Investment Securities in any Bond Reserve Fund prior to applying amounts held in the form of Reserve Facilities in any Bond Reserve Fund, and if there is more than one Reserve Facility being held on deposit in any Bond Reserve Fund, will on a pro rata basis with respect to the portion of a Bond Reserve Fund held in the form of a Reserve Facility (calculated by reference to the maximum amount of such Reserve Facility), draw under each Reserve Facility issued with respect to such Bond Reserve Fund, in a timely manner and pursuant to the terms of such Reserve Facility to the extent necessary in order to obtain sufficient funds on or prior to the date such funds are needed to pay the Bond Obligation of, Mandatory Sinking Account Payments with respect to, and interest on the Bonds of the Series to which such Bond Reserve Fund relates when due. In the event that the Trustee has notice that any payment of principal of or interest on a Bond has been recovered from a Holder pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Trustee, pursuant to the terms of, and if so, provided by, the terms of the Reserve Facility, if any, securing the Bonds of Such Series, will so notify the issuer thereof and draw on such Reserve Facility to the lesser of the extent required or the maximum amount of such Reserve Facility in order to pay to such Holders the principal and interest so recovered.

The Trustee will notify the Authority of any deficiency in any Bond Reserve Fund (i) due to a withdrawal from such Bond Reserve Fund for purposes of making up any deficiency in the Interest Fund or the Principal Fund relating to the Bonds of the Series to which such Bond Reserve Fund relates or (ii) resulting from a valuation of Investment Securities held on deposit in such Bond Reserve Fund pursuant to the provisions of the Indenture described below under the caption "Investment in Funds and Accounts" and will request that the Authority replenish such deficiency or repay any and all obligations due and payable under the terms of any Reserve Facility comprising part of any Bond Reserve Requirement. Upon receipt of such notification from the Trustee, the Authority will instruct the Trustee to commence setting aside in each month following receipt of Sales Tax Revenues for deposit in the applicable Bond Reserve Fund an amount equal to one-twelfth (1/12th) of the aggregate amount of each unreplenished prior withdrawal from such Bond Reserve Fund or decrease resulting from a valuation of Investment Securities and will further instruct the Trustee to transfer to each Reserve Facility Provider providing a Reserve Facility satisfying a portion of the Bond Reserve Requirement relating to the Bonds of the Series to which such Bond Reserve Fund relates, an amount equal to one-twelfth (1/12th) of the aggregate amount of any unreplenished prior withdrawal on such Reserve Facility, such amount to be transferred by the Trustee as promptly as possible after receipt of the Sales Tax Revenues each month, commencing with the month following the Authority's receipt of notification from the Trustee of withdrawal or decrease resulting from a valuation, as applicable, until the balance on deposit in such Bond Reserve Fund is at least equal to the Bond Reserve Requirement relating to the Bonds of the Series to which such Bond Reserve Fund relates.

Unless the Authority will otherwise direct in writing, amounts in any Bond Reserve Fund in excess of the Bond Reserve Requirement relating to the Bonds of the Series to which such Bond Reserve Fund relates will be transferred by the Trustee to the Authority on the Business Day following March 1 of each year; provided that such amounts will be transferred only from the portion of such Bond Reserve Fund held in the form of cash or Investment Securities. In addition, amounts on deposit in any Bond Reserve Fund will be transferred by the Trustee to the Authority upon the defeasance, retirement or refunding of Bonds of the Series to which such Bond Reserve Fund relates or upon the replacement of cash on deposit in such Bond Reserve Fund with one or more Reserve Facilities in accordance with the provisions of the Indenture described above. The Bond Reserve Requirement shall only be calculated upon the issuance or retirement of a Series of Bonds and upon the defeasance of all or a portion of a Series of Bonds.

Subordinate Obligations Fund. All moneys in the Subordinate Obligations Fund will be applied to the payment of principal of and interest on Subordinate Obligations in accordance with the Indenture.

Fees and Expenses Fund. All amounts in the Fees and Expenses Fund will be used and withdrawn by the Trustee solely for the purpose of paying fees, expenses and similar charges owed by the Authority in

connection with the Bonds or any Parity Obligations or Subordinate Obligations as such amounts will become due and payable.

Redemption Fund. The Trustee will establish, maintain and hold in trust a special fund designated as the “Redemption Fund.” All moneys deposited by the Authority with the Trustee for the purpose of optionally redeeming Bonds of any Series will, unless otherwise directed by the Authority, be deposited in the Redemption Fund. All amounts deposited in the Redemption Fund will be used and withdrawn by the Trustee solely for the purpose of redeeming Bonds of such Series and maturity as will be specified by the Authority in a Request to the Trustee, in the manner, at the times and upon the terms and conditions specified in the Supplemental Indenture pursuant to which the Series of Bonds was created; provided that, at any time prior to giving such notice of redemption, the Trustee will, upon receipt of a Request of the Authority, apply such amounts to the purchase of Bonds at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding, in the case of Current Interest Bonds, accrued interest, which is payable from the Interest Fund) as is directed by the Authority, except that the purchase price (exclusive of any accrued interest) may not exceed the Redemption Price or Accreted Value then applicable to such Bonds. All Term Bonds purchased or redeemed from the Redemption Fund will be allocated to Mandatory Sinking Account Payments applicable to such Series and maturity of Term Bonds as may be specified in a Request of the Authority.

Rebate Fund. Upon receipt of funds to be applied to the Rebate Requirement, the Trustee will establish and maintain a fund separate from any other fund established and maintained under the Indenture designated as the Rebate Fund. Within the Rebate Fund, the Trustee will maintain such accounts as will be necessary in order to comply with the terms and requirements of each Tax Certificate as directed in writing by the Authority. Subject to the transfer provisions provided in the Indenture, all money at any time deposited in the Rebate Fund will be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement, for payment to the federal government of the United States of America, and neither the Trustee nor any Holder nor any other Person will have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund will be governed by the Indenture and by each of the Tax Certificates. The Authority covenants to comply with the directions contained in each Tax Certificate and the Trustee covenants to comply with all written instructions of the Authority delivered to the Trustee pursuant to each Tax Certificate (which instructions will state the actual amounts to be deposited in or withdrawn from the Rebate Fund and will not require the Trustee to make any calculations with respect thereto). The Trustee will be deemed conclusively to have complied with the provisions of the section of the Indenture described in this paragraph if it follows such instructions of the Authority, and the Trustee will have no liability or responsibility to enforce compliance by the Authority with the terms of any Tax Certificate nor to make computations in connection therewith.

Payment Provisions Applicable to Interest Rate Swap Agreements

In the event the Authority shall enter into an Interest Rate Swap Agreement in connection with a Series of Bonds, the amounts received by the Authority, if any, pursuant to such Interest Rate Swap Agreement shall also be applied to the deposits required under the Indenture. If the Authority so designates in a Supplemental Indenture establishing the terms and provisions of such Series of Bonds (or if such Interest Rate Swap Agreement is entered into subsequent to the issuance of such Series of Bonds, if the Authority so designates in a Certificate of the Authority delivered to the Trustee concurrently with the execution of such Interest Rate Swap Agreement), amounts payable under such Interest Rate Swap Agreement (excluding termination payments and payments of fees and expenses incurred in connection with Interest Rate Swap Agreements which shall in all cases be payable from, and secured by, Sales Tax Revenues on a subordinate basis to Bonds, Parity Obligations and payment of principal of and interest on Subordinate Obligations) shall constitute Parity Obligations under the Indenture, and, in such event, the Authority shall pay or cause to be paid to the Trustee for deposit in the Interest Fund, at the times and in the manner provided by the Indenture, the amounts to be paid pursuant to such Interest Rate Swap Agreement, as if such amounts were additional interest due on the Series of Bonds to which such Interest Rate Swap Agreement relates, and the Trustee shall pay to the Counterparty to such Interest Rate Swap Agreement, to the extent required thereunder, from amounts deposited in the Interest Fund for the payment of interest on the Series of Bonds with respect to which such Interest Rate Swap Agreement was entered into.

Investment in Funds and Accounts

All moneys in any of the funds and accounts held by the Trustee and established pursuant to the Indenture will be invested, as directed by the Authority, solely in Investment Securities, subject to the limitations set forth in the Indenture. If and to the extent the Trustee does not receive investment instructions from the Authority with respect to the moneys in the funds and accounts held by the Trustee pursuant to the Indenture, such moneys will be invested in Investment Securities described in clause (12) of the definition thereof, provided the Authority will identify in writing the specific fund or funds authorized for such investments, and provided further, following investment of moneys in overnight sweep accounts, the Trustee will promptly thereafter request investment instructions from the Authority for such moneys.

Moneys in any Bond Reserve Fund will be invested in Investment Securities maturing in not more than 5 years, or having a put option or demand option providing funds upon request for the purpose of payment of the Bonds to which such Bond Reserve Fund relates as provided in the Indenture. Moneys in the remaining funds and accounts will be invested in Investment Securities maturing or available on demand not later than the date on which it is estimated that such moneys will be required by the Trustee.

Unless otherwise provided in a Supplemental Indenture establishing the terms and provisions of a Series of Bonds or a Request of the Authority: (i) all interest, profits and other income received from the investment of moneys in the Interest Fund representing accrued interest or capitalized interest will be retained in the Interest Fund; (ii) all interest, profits and other income received from the investment of moneys in a Bond Reserve Fund will be retained in such Bond Reserve Fund to the extent of any deficiency therein, and otherwise will be transferred to the Revenue Fund; (iii) all interest, profits and other income received from investment of moneys in a Costs of Issuance Fund shall be transferred to the Revenue Fund; (iv) all interest, profits and other income received from the investment of moneys in a Project Fund will be retained in such Project Fund, unless the Authority will direct that such earnings be transferred to the Rebate Fund; (v) all interest, profits and other income received from the investment of moneys in the Rebate Fund will be retained in the Rebate Fund, except as otherwise provided in the Indenture; (vi) all interest, profits and other income received from investment of moneys in any Purchase Fund shall be retained in such Purchase Fund; and (vii) all interest, profits and other income received from the investment of moneys in any other fund or account will be transferred to the Revenue Fund. Notwithstanding anything to the contrary contained in the Indenture, an amount of interest received with respect to any Investment Security equal to the amount of accrued interest, if any, paid as part of the purchase price of such Investment Security shall be credited to the fund or account from which such accrued interest was paid.

All Investment Securities credited to any Bond Reserve Fund will be valued (at market value) as of March 1 and September 1 of each year (or the next succeeding Business Day if such day is not a Business Day), such market value to be determined by the Trustee in the manner then currently employed by the Trustee or in any other manner consistent with corporate trust industry standards. Notwithstanding anything to the contrary in the Indenture, in making any valuations of investments under the Indenture, the Trustee may utilize and rely on computerized securities pricing services that may be available to it, including those available through its regular accounting system.

The Trustee may commingle any of the funds or accounts established pursuant to the Indenture (except the Rebate Fund and any Purchase Fund) into a separate fund or funds for investment purposes only, provided that all funds or accounts held by the Trustee under the Indenture will be accounted for separately as required by the Indenture. The Trustee may act as principal or agent in the making or disposing of any investment and, with the prior written consent of the Authority may impose its customary charge therefor. The Trustee may sell, or present for redemption, any Investment Securities so purchased whenever it will be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Investment Security is credited. The Trustee will not be liable or responsible for any loss resulting from any investment made in accordance with the provisions of the Indenture.

Issuance of Additional Bonds and Other Obligations

Issuance of Additional Bonds. The Authority may by Supplemental Indenture establish one or more additional Series of Bonds, payable from Sales Tax Revenues and secured by the pledge made under the Indenture equally and ratably with the 2023 Bonds, and the Authority may issue, and the Trustee may authenticate and deliver to the purchasers thereof, Bonds of any Series so established, in such principal amount as will be determined by the Authority, but only, with respect to each additional Series of Bonds issued subsequent to the 2023 Bonds issued under the Indenture, upon compliance by the Authority with the provisions of the Indenture described below under the caption “Proceedings for Issuance of Additional Bonds” and any additional requirements set forth in said Supplemental Indenture and subject to the specific conditions set forth below, each of which is made a condition precedent to the issuance of any such additional Series of Bonds:

- (A) No Event of Default will have occurred and then be continuing.
- (B) Subject to the provisions of the Indenture described above under the caption “Funding and Application of Bond Reserve Funds,” in the event a Supplemental Indenture providing for the issuance of such Series of Bonds will require either (i) the establishment of a Bond Reserve Fund to provide additional security for such Series of Bonds or (ii) that the balance on deposit in an existing Bond Reserve Fund be increased, forthwith upon the receipt of the proceeds of the sale of such Series, to an amount at least equal to the Bond Reserve Requirement with respect to such Series of Bonds and all other Bonds secured by such Bond Reserve Fund to be considered Outstanding upon the issuance of such additional Series of Bonds, the Supplemental Indenture providing for the issuance of such additional Series of Bonds will require deposit of the amount necessary. Said deposit will be made as provided in the Supplemental Indenture providing for the issuance of such additional Series of Bonds and may be made from the proceeds of the sale of such Series of Bonds or from other funds of the Authority or from both such sources or may be made in the form of a Reserve Facility.
- (C) The aggregate principal amount of Bonds issued under the Indenture will not exceed any limitation imposed by the Act or any other law or by any Supplemental Indenture.
- (D) The Authority shall place on file with the Trustee a Certificate of the Authority certifying that the amount of Sales Tax Revenues collected during any twelve (12) consecutive calendar months specified by the Authority within the most recent eighteen (18) calendar months immediately preceding the date on which such additional Series of Bonds will become Outstanding shall have been at least equal to 2.0 times Maximum Annual Debt Service on all Series of Bonds and Parity Obligations then Outstanding and the additional Series of Bonds then proposed to be issued, which Certificate shall also set forth the computations upon which such Certificate is based.
- (E) Principal payments of each additional Series of Bonds will be due on March 1 or September 1 in each year in which principal is to be paid if and to the extent deemed practical in the reasonable judgment of the Authority with regard to the type of Bond to be issued, and, if the interest on such Series of Bonds is to be paid semiannually, such interest payments will be due on March 1 and September 1 in each year to the extent deemed practical in the reasonable judgment of the Authority with regard to the type of Bond to be issued.

Nothing in the Indenture will prevent or be construed to prevent the Supplemental Indenture providing for the issuance of an additional Series of Bonds from pledging or otherwise providing, in addition to the security given or intended to be given by the Indenture, additional security for the benefit of such additional Series of Bonds or any portion thereof.

In the event additional assets or revenues are included within the definition of “Revenues” by a Supplemental Indenture, such additional assets or revenues will be included in the calculations to be provided pursuant to the provisions of the Indenture described in paragraph (D) above as if such additional assets or revenues had always been included in “Revenues.”

Proceedings for Issuance of Additional Bonds. Before any additional Series of Bonds will be issued and delivered, the Authority will file each of the documents identified below to the Trustee (upon which documents the Trustee may conclusively rely in determining whether the conditions precedent to the issuance of such Series of Bonds have been satisfied).

- (A) A Supplemental Indenture authorizing such Series executed by the Authority.
- (B) A Certificate of the Authority certifying: (i) that no Event of Default has occurred and is then continuing; and (ii) that the requirements of the Indenture described in paragraphs (B) and (C) under the caption “Issuance of Additional Bonds” have been satisfied by the Authority.
- (C) A Certificate of the Authority certifying (on the basis of computations made no later than the date of sale of such Series of Bonds) that the requirement of the Indenture described in paragraph (D) under the caption “Issuance of Additional Bonds” is satisfied.
- (D) An Opinion of Bond Counsel to the effect that the Supplemental Indenture is being entered into in accordance with the Indenture and that such Series of Bonds, when duly executed by the Authority and authenticated and delivered by the Trustee, will be valid and binding obligations of the Authority.

Issuance of Refunding Bonds. Refunding Bonds may be authorized and issued by the Authority without compliance with the provisions of the Indenture described in paragraph (D) above under the caption “Issuance of Additional Bonds” and in paragraph (C) above under the caption “Proceedings for Issuance of Additional Bonds” in order to effect a favorable reorganization of its debt as determined by the Authority. Such Refunding Bonds may be issued in an aggregate principal amount sufficient (together with any additional funds available or to become available) to provide funds for the payment of all or a portion of the following:

- (1) the principal or Redemption Price of the Outstanding Bonds or outstanding Parity Obligations to be refunded;
- (2) all expenses incident to the calling, retiring or paying of such Outstanding Bonds or outstanding Parity Obligations and the Costs of Issuance of such Refunding Bonds;
- (3) any termination payment owed by the Authority to a Counterparty after offset for any payments made to the Authority from such Counterparty under any Interest Rate Swap Agreement that was entered into in connection with the Bonds or Parity Obligations to be refunded;
- (4) interest on all Outstanding Bonds or outstanding Parity Obligations to be refunded to the date such Bonds or Parity Obligations will be called for redemption or paid at maturity;
- (5) interest on the Refunding Bonds from the date thereof to the date of payment or redemption of the Bonds or Parity Obligations to be refunded; and
- (6) funding a Bond Reserve Fund for the Refunding Bonds, if required.

Before such Series of Refunding Bonds will be issued and delivered pursuant to the provisions of the Indenture described under this caption, the Authority will file each of the documents identified below to the Trustee (upon which documents the Trustee may conclusively rely in determining whether the conditions precedent to the issuance of such Series of Refunding Bonds have been satisfied).

- (1) A Supplemental Indenture authorizing such Series of Refunding Bonds executed by the Authority.

(2) A Certificate of the Authority certifying that the requirements of the Indenture described in paragraphs (A), (B), and (C) under the caption “Issuance of Additional Bonds” are satisfied.

(3) If any of the Bonds to be refunded are to be redeemed prior to their stated maturity dates, irrevocable instructions to the Trustee to give the applicable notice of redemption or a waiver of the notice of redemption signed by the Holders of all or the portion of the Bonds or Parity Obligations to be redeemed, or proof that such notice has been given by the Authority; provided, however, that in lieu of such instructions or waiver or proof of notice of redemption, the Authority may cause to be deposited with the Trustee all of the Bonds and Parity Obligations proposed to be redeemed (whether canceled or uncanceled) with irrevocable instructions to the Trustee to cancel said Bonds or Parity Obligations so to be redeemed upon the exchange and delivery of said Refunding Bonds; and provided further that no provision of the Indenture will be construed to require the redemption of Bonds prior to their respective maturity dates in connection with the refunding thereof.

(4) An Opinion of Bond Counsel to the effect that the Supplemental Indenture is being entered into in accordance with the Indenture and that such Series of Refunding Bonds, when duly executed by the Authority and authenticated and delivered by the Trustee, will be valid and binding obligations of the Authority.

Limitations on the Issuance of Obligations Payable from Sales Tax Revenues; Parity Obligations; Subordinate Obligations. The Authority will not, so long as any of the Bonds are Outstanding, issue any obligations or securities, howsoever denominated, payable in whole or in part from Sales Tax Revenues except the following:

(A) Bonds authorized pursuant to provisions of the Indenture described above under the caption “Issuance of Additional Bonds”;

(B) Refunding Bonds authorized pursuant to the provisions of the Indenture described above under the caption “Issuance of Refunding Bonds”;

(C) Parity Obligations, provided that the following conditions to the issuance or incurrence of such Parity Obligations are satisfied:

(1) Such Parity Obligations have been duly and legally authorized by the Authority for any lawful purpose;

(2) No Event of Default will have occurred and then be continuing, as evidenced by the delivery of a Certificate of the Authority to that effect, which Certificate of the Authority shall be filed with the Trustee;

(3) Such Parity Obligations are being issued or incurred either (i) for purposes of refunding in compliance with the requirements for the issuance of Refunding Bonds set forth in the Indenture and described above under the caption “Issuance of Refunding Bonds” or (ii) the Authority will have placed on file with the Trustee a Certificate of the Authority, upon which the Trustee may conclusively rely certifying (on the basis of calculations made no later than the date of sale or incurrence of such Parity Obligations, as applicable) that the requirements of the Indenture described in paragraph (D) under the caption “Issuance of Additional Bonds” relating to the issuance of an additional Series of Bonds have been satisfied with respect to such Parity Obligations, which Certificate will also set forth the computations upon which such Certificate is based evidencing compliance with the requirements set forth in subsection (ii) of this paragraph; and

(4) As and to the extent applicable, the Trustee will be designated as paying agent or trustee for such Parity Obligations and the Authority will deliver to the Trustee a transcript of the proceedings providing for the issuance of such Parity Obligations (but the Trustee will not be responsible for the validity or sufficiency of such proceedings or such Parity Obligations).

(D) Subordinate Obligations that are payable as to principal, premium, interest and reserve fund requirements, if any, only out of Sales Tax Revenues after the prior payment of all amounts then required to be paid under the Indenture from Sales Tax Revenues for principal, premium, interest and reserve fund requirements, if any, for all Bonds Outstanding, and all Parity Obligations outstanding, as the same become due and payable, and at the times and in the amounts as required in the Indenture and in the instrument or instruments pursuant to which any Parity Obligations were issued or incurred, provided that the following conditions to issuance or incurrence of such Subordinate Obligations are satisfied:

(1) Such Subordinate Obligations have been duly and legally authorized by the Authority for any lawful purpose;

(2) No Event of Default will have occurred and then be continuing, as evidenced by the delivery to the Trustee of a Certificate of the Authority to that effect; and

(3) As and to the extent applicable, the Trustee will be designated as paying agent or trustee for such Subordinate Obligations and the Authority will deliver to the Trustee a transcript of the proceedings providing for the issuance of such Subordinate Obligations (but the Trustee will not be responsible for the validity or sufficiency of such proceedings or such Subordinate Obligations).

(4) The Authority shall have placed on file with the Trustee and each Credit Provider a Certificate of the Authority certifying that the amount of Sales Tax Revenues collected during any twelve (12) consecutive calendar months specified by the Authority within the most recent eighteen (18) calendar months immediately preceding the date on which such proposed Subordinate Obligations are issued or are authorized to be issued in a specific principal amount shall have been at least equal to 1.10 times the Maximum Annual Debt Service on all Sales Tax Debt then Outstanding and the Subordinate Obligations then proposed to be issued, which Certificate shall also set forth the computations upon which such Certificate is based; provided that, upon execution of the TIFIA Loan and for so long as any amounts in respect of the Measure I Cash Supplement or the Measure I Backstop may be transferred to the Toll Trustee pursuant to and in accordance with the Toll Indenture and the TIFIA Loan Agreement, such amount of Sales Tax Revenues shall be at least equal to 1.50 times the Maximum Annual Debt Service on all Sales Tax Debt then Outstanding and the Subordinate Obligations then proposed to be issued. The certification required by the provisions of the Indenture described in this subparagraph (4) shall apply to the initial issuance or authorization of such Subordinate Obligations and not to (1) subsequent refundings or refinancings the net proceeds of which are used solely to refinance such Subordinate Obligations and for which the principal amount of such refundings or refinancings does not exceed the Outstanding principal amount of the refunded or refinanced obligations or (2) in the case of a commercial paper program, subsequent issuances and rollovers of such commercial paper up to the authorized principal amount; provided, further, that for any commercial paper program or revolving credit facility, the coverage ratio tests contemplated in this paragraph shall be calculated assuming that the maximum principal amount permitted at any time with respect to such Subordinate Obligations is outstanding.

(E) Termination payments and fees and expenses on Interest Rate Swap Agreements, Liquidity Provider or Credit Provider fees and expenses and other obligations that may be secured by a lien and charge on the Sales Tax Revenues subordinate to the lien and charge upon the Sales Tax Revenues that secures the Bonds, Parity Obligations and payment of principal of and interest on Subordinate Obligations.

Calculation of Maximum Annual Debt Service with Respect to Bonds and Parity Obligations. For purposes of issuance of Bonds under the Indenture, Maximum Annual Debt Service with respect to Bonds shall be determined no later than the date of delivery of such Bonds, and no earlier than the sixtieth (60th) day preceding the date of pricing or sale of such Bonds, utilizing the assumptions set forth in the definition of Debt Service. Maximum Annual Debt Service with respect to Parity Obligations shall be determined no later than the date of incurrence of such Parity Obligations utilizing the assumptions set forth in the definition of Debt Service;

provided, however, that if a Parity Obligation is contingent upon funds being provided pursuant to such Parity Obligation to pay principal, or purchase price of, or interest on a Bond, such Parity Obligations shall not be considered outstanding until such payment is made thereunder.

Certain Covenants of the Authority

Punctual Payments. The Authority will punctually pay or cause to be paid the principal or Redemption Price of and interest on all the Bonds, in strict conformity with the terms of the Bonds and of the Indenture, according to the true intent and meaning thereof, and will punctually pay or cause to be paid all Mandatory Sinking Account Payments, but in each case only out of Revenues as provided in the Indenture.

Against Encumbrances. The Authority will not create any pledge, lien or charge upon any of the Sales Tax Revenues having priority over or having parity with the lien of the Bonds, except as specifically provided in the Indenture as described above under the heading “Limitations on the Issuance of Obligations Payable from Sales Tax Revenues; Parity Obligations; Subordinate Obligations.”

Accounting Records and Financial Statements. The Authority will at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with generally accepted accounting principles, in which complete and accurate entries will be made of all transactions relating to the Revenues. Such books of record and account will be available for inspection by the Trustee at reasonable hours and under reasonable circumstances.

The Authority will furnish the Trustee, with copies to each Credit Provider and each Liquidity Provider, within two hundred seventy (270) days after the end of each Fiscal Year, or as soon thereafter as they can practically be furnished, the financial statements of the Authority for such Fiscal Year, together with the report and opinion of an independent certified public accountant stating that the financial statements have been prepared in accordance with generally accepted accounting principles and that such accountant’s examination of the financial statements was performed in accordance with generally accepted auditing standards and a Certificate of an Authorized Representative stating that no event which constitutes an Event of Default or which with the giving of notice or the passage of time or both would constitute an Event of Default has occurred and is continuing as of the end of such Fiscal Year, or specifying the nature of such event and the actions taken and proposed to be taken by the Authority to cure such default. Thereafter, a copy of such financial statements will be furnished to any Holder upon written request to the Authority, which copy of the financial statements may, at the sole discretion of the Authority, be provided by means of posting such financial statements on an internet site that provides access to the Holders.

Collection of Sales Tax Revenues. The Authority covenants and agrees that it has duly levied a retail transactions and use tax in accordance with the Act, pursuant to and in accordance with Ordinance No. 89-1 and the Ordinance, each duly passed and adopted by the Authority. Neither Ordinance No. 89-1 nor the Ordinance has will be amended, modified or altered so long as any of the Bonds are Outstanding in any manner which would reduce the amount of or timing of receipt of Sales Tax Revenues, and the Authority will continue to levy and collect such retail transactions and use tax to the full amount permitted by law. The Authority covenants that it has entered into an agreement, as it has been amended and supplemented, with the State Board of Equalization, under and pursuant to which the State Board of Equalization processes and supervises collection of said retail transactions and use tax and transmits the receipts of the Sales Tax directly to the Trustee. Said agreement will be continued in effect so long as any Bonds are Outstanding and will not be further amended, modified or altered without the written consent of the Trustee so long as any of the Bonds are Outstanding. The Authority will receive and hold in trust for (and remit immediately to) the Trustee any Sales Tax Revenues paid to the Authority by the State Board of Equalization.

Sales Tax Revenues received by the Trustee will be transmitted to the Authority pursuant to the caption “Allocation of Sales Tax Revenues” above; provided that, during the continuance of an Event of Default, any

Sales Tax Revenues received by the Trustee will be applied as more fully set forth in the Indenture and described under the caption “Application of Revenues and Other Funds After Default” below.

The Authority covenants and agrees to separately account for all Revenues and to provide to the Trustee access to such accounting records at reasonable hours and under reasonable circumstances.

The Authority covenants that so long as the Bonds are Outstanding, it will not, to the best of its ability, suffer or permit any change, modification or alteration to be made to the Act which would materially and adversely affect the rights of Bondholders.

Tax Covenants. The Authority covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds under Section 103 of the Code; provided that, prior to the issuance of any Series of Bonds, the Authority may exclude the application of the covenants contained in the Indenture and described in this caption “Tax Covenant” and the caption “Rebate Fund” above to such Series of Bonds. The Authority agrees to comply with the Tax Certificate relating to each Series of Bonds. In the event that at any time the Authority is of the opinion that for purposes of the provisions of the Indenture described in this caption “Tax Covenants” it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under the Indenture, the Authority will so instruct the Trustee in writing, and the Trustee will take such action as may be necessary in accordance with such instructions.

Without limiting the generality of the foregoing, the Authority agrees in the Indenture that there shall be paid from time to time all amounts required to be rebated to the federal government of the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Bonds from time to time. The Authority specifically covenants in the Indenture to pay or cause to be paid to the federal government of the United States of America the Rebate Requirement with respect to each Series of Bonds at the times and in the amounts determined under and as described in the Tax Certificate executed and delivered in connection with such Series of Bonds.

Notwithstanding any provision of this caption “Tax Covenants” and the caption “Rebate Fund” above and any Tax Certificate, if the Authority shall receive an Opinion of Bond Counsel to the effect that any action required as described under this caption “Tax Covenants” and the caption “Rebate Fund” above or any Tax Certificate is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Bonds pursuant to Section 103 of the Code, the Authority and the Trustee may rely conclusively on such opinion in complying with the provisions of the Indenture, and the covenants hereunder shall be deemed to be modified to that extent.

Continuing Disclosure. Upon the issuance of any Series of Bonds requiring an undertaking regarding continuing disclosure under Rule 15c2-12, the Authority covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement executed and delivered in connection with such Series of Bonds. Notwithstanding any other provision of the Indenture, failure of the Authority to comply with the provisions of any Continuing Disclosure Agreement will not be considered an Event of Default; however, the Trustee will, at the written request of any Participating Underwriter or of the Holders of at least twenty-five (25%) aggregate principal amount of any Series of Bonds then Outstanding (but only to the extent funds in an amount satisfactory to the Trustee have been provided to it or it has been otherwise indemnified to its satisfaction from any cost, liability, expense or additional charges and fees of the Trustee whatsoever, including, without limitation, reasonable fees and expenses of its attorneys), or any Holder or beneficial owner may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under the provisions of the Indenture described in this caption “Continuing Disclosure.”

Allocation; Return to Source. All payments of Sales Tax Revenues to the Subareas shall be subordinate to the payment of the Bonds, Parity Obligations, Subordinate Obligations and payments required to

be made from the Fees and Expenses Fund. In conformance with the Ordinance, the Authority covenants and agrees that it shall account for expenditures of the proceeds of the Bonds, Parity Obligations and Subordinate Obligations by Subarea and project category within such Subarea, and, when allocating and accounting for return to source revenues for each Fiscal Year as set forth in the Ordinance and Expenditure Plan, the Authority shall deduct from the Sales Tax Revenues received from each applicable Subarea an amount bearing the same proportion to Annual Debt Service and other priority payments payable from Revenues as the amount of proceeds expended in such Subarea bears to the total proceeds of such obligations expended in all Subareas. Where amounts allocable to a Subarea are insufficient to cover the portion of the Annual Debt Service and other priority payments attributable to such Subarea for such Fiscal Year, such deficit amount will be carried forward and applied to future revenues allocable to such Subarea.

Events of Default and Remedies

Events of Default. The following are Events of Default:

(A) default in the due and punctual payment of the principal or Redemption Price of any Bond when and as the same will become due and payable, whether at maturity as therein expressed, by proceedings for redemption, by declaration or otherwise, or default in the redemption from any Sinking Account of any Bonds in the amounts and at the times provided therefor;

(B) default in the due and punctual payment of any installment of interest on any Bond when and as such interest installment will become due and payable;

(C) if the Authority will fail to observe or perform any covenant, condition, agreement or provision in the Indenture on its part to be observed or performed, other than as referred to in subsection (A) or (B) above, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, has been given to the Authority by the Trustee or by any Credit Provider; except that, if such failure can be remedied but not within such sixty (60) day period and if the Authority has taken all action reasonably possible to remedy such failure within such sixty (60) day period, such failure will not become an Event of Default for so long as the Authority will diligently proceed to remedy the same in accordance with and subject to any directions or limitations of time established by the Trustee;

(D) if any payment default will exist under any agreement governing any Parity Obligations and such default will continue beyond the grace period, if any, provided for with respect to such default;

(E) if the Authority files a petition in voluntary bankruptcy for the composition of its affairs or for its corporate reorganization under any state or federal bankruptcy or insolvency law, or makes an assignment for the benefit of creditors, or admits in writing to its insolvency or inability to pay debts as they mature, or consents in writing to the appointment of a trustee or receiver for itself;

(F) if a court of competent jurisdiction will enter an order, judgment or decree declaring the Authority insolvent, or adjudging it bankrupt, or appointing a trustee or receiver of the Authority, or approving a petition filed against the Authority seeking reorganization of the Authority under any applicable law or statute of the United States of America or any state thereof, and such order, judgment or decree will not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof;

(G) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction will assume custody or control of the Authority or of the Revenues, and such custody or control will not be terminated within sixty (60) days from the date of assumption of such custody or control; or

(H) if the Legislature of the State will repeal or amend all or any portion of the provisions of the Act relating to the retail transactions and use tax, being Sections 180200 to 180207, inclusive, of the Public

Utilities Code of the State unless the Authority has reasonably determined that said repeal or amendment does not materially and adversely affect the rights of Bondholders.

Application of the Revenues and Other Funds After Default; No Acceleration. If an Event of Default will occur and be continuing, the Authority will immediately transfer to the Trustee all Revenues held by it and the Trustee will apply all Revenues and any other funds then held or thereafter received by the Trustee under any of the provisions of the Indenture (excluding the Rebate Fund and any Purchase Fund and except as otherwise provided in the Indenture) as follows and in the following order:

- (1) to the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Holders of the Bonds and Parity Obligations, including the costs and expenses of the Trustee and the Bondholders in declaring such Event of Default, and payment of reasonable fees and expenses of the Trustee (including reasonable fees and disbursements of its counsel and other agents) incurred in and about the performance of its powers and duties under the Indenture;
- (2) to the payment of the whole amount of Bond Obligation then due on the Bonds and Parity Obligations (upon presentation of the Bonds and Parity Obligations to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of the Indenture, with interest on such Bond Obligation, at the rate or rates of interest borne by the respective Bonds and on Parity Obligations, to the payment to the persons entitled thereto of all installments of interest then due and the unpaid principal or Redemption Price of any Bonds and Parity Obligations which will have become due, whether at maturity, by call for redemption or otherwise, in the order of their due dates, with interest on the overdue Bond Obligation and Parity Obligations at the rate borne by the respective Bonds and Parity Obligations, and, if the amount available will not be sufficient to pay in full all the Bonds and Parity Obligations due on any date, together with such interest, then to the payment thereof ratably, according to the amounts of principal or Accreted Value (plus accrued interest) due on such date to the persons entitled thereto, without any discrimination or preference.
- (3) to the extent Revenues are available therefor, to be transferred to the trustee for the Subordinate Obligations in the amount necessary for payment of Subordinate Obligations; and
- (4) to the payment of all other obligations payable under the Indenture.

Notwithstanding anything in the Indenture to the contrary, in no event are the Bonds subject to acceleration if an Event of Default occurs and is continuing.

Trustee to Represent Bondholders. The Trustee is irrevocably appointed (and the successive respective Holders of the Bonds, by taking and holding the same, will be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney-in-fact of the Holders of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to such Holders under the provisions of the Bonds, the Indenture, the Act and applicable provisions of any other law. Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Bondholders, the Trustee in its discretion may, and, with respect to any Series of Bonds for which a Credit Enhancement has been provided, upon the written request of the Credit Provider providing such Credit Enhancement, or if such Credit Provider is then failing to make a payment required pursuant to such Credit Enhancement, upon the written request of the Holders of not less than a majority in aggregate amount of Bond Obligation of the Bonds then Outstanding, and upon being indemnified to its satisfaction therefor, will proceed to protect or enforce its rights or the rights of such Holders by such appropriate action, suit, mandamus or other proceedings as it will deem most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained in the Indenture, or in aid of the execution of any power in the Indenture granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee or in such Holders under the Indenture, the Act or any other law; and upon

instituting such proceeding, the Trustee will be entitled, as a matter of right, to the appointment of a receiver of the Sales Tax Revenues and other assets pledged under the Indenture, pending such proceedings; provided, however, that, with respect to any Series of Bonds for which a Credit Enhancement has been provided, the Trustee may only act with the consent of the Credit Provider providing such Credit Enhancement. All rights of action under the Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee will be brought in the name of the Trustee for the benefit and protection of all the Holders of such Bonds, subject to the provisions of the Indenture.

Bondholders' Direction of Proceedings. Anything in the Indenture to the contrary (except provisions relating to the rights of a Credit Provider to direct proceedings as set forth in the Indenture and described in the caption "Credit Provider Directs Remedies Upon Event of Default" below) notwithstanding, the Holders of a majority in aggregate amount of Bond Obligation of the Bonds then Outstanding will have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee and upon furnishing the Trustee with indemnification satisfactory to it, to direct the method of conducting all remedial proceedings taken by the Trustee under the Indenture, provided that such direction will not be otherwise than in accordance with law and the provisions of the Indenture, that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and that the Trustee will have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bondholders or holders of Parity Obligations not parties to such direction.

Limitation on Bondholders' Right to Sue. No Holder of any Bond will have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under the Indenture, the Act or any other applicable law with respect to such Bond, unless: (1) such Holder will have given to the Trustee written notice of the occurrence of an Event of Default; (2) the Holders of not less than a majority in aggregate amount of Bond Obligation of the Bonds then Outstanding will have made written request upon the Trustee to exercise the powers granted to the Trustee pursuant to the Indenture or to institute such suit, action or proceeding in its own name; (3) such Holder or said Holders will have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (4) the Trustee will have refused or omitted to comply with such request for a period of sixty (60) days after such written request will have been received by, and said tender of indemnity will have been made to, the Trustee; provided, however, that the written consent of a Credit Provider providing a Credit Enhancement with respect to a Series of Bonds will be required if the Credit Enhancement with respect to such Series of Bonds is in full force and effect and if the Credit Provider providing such Credit Enhancement is not then failing to make a payment as required in connection therewith.

Such notification, request, tender of indemnity and refusal or omission are declared, in every case, to be conditions precedent to the exercise by any Holder of Bonds of any remedy under the Indenture or under law; it being understood and intended that no one or more Holders of Bonds will have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of the Indenture or the rights of any other Holders of Bonds, or to enforce any right under the Indenture, the Act or other applicable law with respect to the Bonds, except in the manner in the Indenture provided, and that all proceedings at law or in equity to enforce any such right will be instituted, had and maintained in the manner in the Indenture provided and for the benefit and protection of all Holders of the Outstanding Bonds, subject to the provisions of the Indenture.

Credit Provider Directs Remedies Upon Event of Default. Anything in the Indenture to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the Credit Provider then providing Credit Enhancement for any Series of Bonds will be entitled to control and direct the enforcement of all rights and remedies granted to the Holders of the Bonds secured by such Credit Enhancement or granted to the Trustee for the benefit of the Holders of the Bonds benefited by such Credit Enhancement, provided that the Credit Provider's consent will not be required as otherwise provided in the Indenture if such Credit Provider is in default of any of its payment obligations as set forth in the Credit Enhancement provided by such Credit Provider.

Modification or Amendment of the Indenture

Amendments Permitted. The Indenture and the rights and obligations of the Authority, the Holders of the Bonds and the Trustee may be modified or amended from time to time and at any time by a Supplemental Indenture, which the Authority and the Trustee may enter into when the written consent of the Holders of a majority in aggregate amount of Bond Obligation of the Bonds (or, if such Supplemental Indenture is only applicable to a Series of Bonds, such Series of Bonds) then Outstanding will have been filed with the Trustee; provided that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any particular maturity remain Outstanding, the consent of the Holders of such Bonds will not be required and such Bonds will not be deemed to be Outstanding for the purpose of any calculation of Bonds Outstanding under the Indenture.

No such modification or amendment will (a) extend the maturity of any Bond, or reduce the amount of principal thereof, or extend the time of payment or reduce the amount of any Mandatory Sinking Account Payment provided for the payment of any Bond, or reduce the rate of interest thereon, or extend the time of payment of interest thereon, or reduce any premium payable upon the redemption thereof, without the consent of the Holder of each Bond so affected, or (b) reduce the aforesaid percentage of Bond Obligation the consent of the Holders of which is required to effect any such modification or amendment, or permit the creation of any lien on the Revenues and other assets pledged under the Indenture prior to or on a parity with the lien created by the Indenture, or deprive the Holders of the Bonds of the lien created by the Indenture on such Revenues and other assets (in each case, except as expressly provided in the Indenture), without the consent of the Holders of all of the Bonds then Outstanding. It will not be necessary for the consent of the Bondholders to approve the particular form of any Supplemental Indenture, but it will be sufficient if such consent will approve the substance thereof.

The Indenture and the rights and obligations of the Authority, of the Trustee and of the Holders of the Bonds may also be modified or amended from time to time and at any time by a Supplemental Indenture, which the Authority and the Trustee may enter into without the consent of any Bondholders, but only to the extent permitted by the Act and only for any one or more of the following purposes:

- (1) to add to the covenants and agreements of the Authority in the Indenture contained other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power in the Indenture reserved to or conferred upon the Authority;
- (2) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision, contained in the Indenture, or in regard to matters or questions arising under the Indenture, as the Authority may deem necessary or desirable, and which will not materially and adversely affect the interests of the Holders of the Bonds;
- (3) to modify, amend or supplement the Indenture in such manner as to permit the qualification of the Indenture under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which will not materially and adversely affect the interests of the Holders of the Bonds;
- (4) to provide for the issuance of an additional Series of Bonds pursuant to the provisions of the Indenture described above under the caption "Issuance of Additional Bonds and Other Obligations";
- (5) to make modifications or adjustments necessary, appropriate or desirable to provide for the issuance or incurrence, as applicable, of Capital Appreciation Bonds, Parity Obligations, Subordinate Obligations, or Variable Rate Indebtedness, with such interest rate, payment, maturity and other terms as the Authority may deem desirable; subject to the provisions of the Indenture described above under the captions "Issuance of Additional Bonds and Other Obligations," "Proceedings for Issuance of Additional Bonds," and

“Limitations on the Issuance of Obligations Payable from Sales Tax Revenues; Parity Obligations; Subordinate Obligations; Fee and Expense Obligations”;

(6) to make modifications or adjustments necessary, appropriate or desirable to provide for change from one interest rate mode to another in connection with any Series of Bonds;

(7) to make modifications or adjustments necessary, appropriate or desirable to accommodate Credit Enhancements, Liquidity Facilities and Reserve Facilities;

(8) to make modifications or adjustments necessary, appropriate or desirable to provide for the appointment of an auction agent, a broker-dealer, a remarketing agent, a tender agent and/or a paying agent in connection with any Series of Bonds;

(9) to modify the auction provisions applicable to any Series of Bonds in accordance with the terms and provisions set forth in the Supplemental Indenture establishing the terms and provisions of such Series of Bonds;

(10) to provide for any additional covenants or agreements necessary to maintain the tax-exempt status of interest on any Series of Bonds;

(11) if the Authority agrees in a Supplemental Indenture to maintain the exclusion of interest on a Series of Bonds from gross income for purposes of federal income taxation, to make such provisions as are necessary or appropriate to ensure such exclusion;

(12) to provide for the issuance of Bonds in book-entry form or bearer form and/or to modify or eliminate the book-entry registration system for any Series of Bonds;

(13) to modify, alter, amend or supplement the Indenture in any other respect, including amendments that would otherwise be described in the first two paragraphs under this caption, if the effective date of such amendments is a date on which all Bonds affected thereby are subject to mandatory tender for purchase pursuant to the provisions of the Indenture; or if notice of the proposed amendments is given to Holders of the affected Bonds at least thirty (30) days before the proposed effective date of such amendments and, on or before such effective date, such Holders have the right to demand purchase of their Bonds pursuant to the provisions of the Indenture or if all Bonds affected thereby are in an auction mode and a successful auction is held following notice of such amendment; and

(14) for any other purpose that does not materially and adversely affect the interests of the Holders of the Bonds.

Any Supplemental Indenture entered into pursuant to the provisions of the Indenture described under this caption will be deemed not to materially adversely affect the interest of the Holders so long as (i) all Bonds are secured by a Credit Enhancement and (ii) each Credit Provider will have given its written consent to such Supplemental Indenture in accordance with the provisions of the Indenture.

Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective, the Indenture will be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under the Indenture of the Authority, the Trustee and all Holders of Bonds Outstanding will thereafter be determined, exercised and enforced under the Indenture subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture will be deemed to be part of the terms and conditions of the Indenture for any and all purposes.

Defeasance

Discharge of Indenture. Bonds of any Series or a portion thereof may be paid by the Authority in any of the following ways:

- (A) by paying or causing to be paid the Bond Obligations of and interest on such Outstanding Bonds, as and when become due and payable;
- (B) by depositing with the Trustee, an escrow agent or other fiduciary, in trust, at or before maturity, money or securities in the necessary amount (as provided pursuant to the provisions of the Indenture described below under the caption “Deposit of Money or Securities”) to pay or redeem such Outstanding Bonds; or
- (C) by delivering to the Trustee, for cancellation by it, such Outstanding Bonds.

If the Authority will pay all Series for which any Bonds are Outstanding and also pay or cause to be paid all other sums payable under the Indenture by the Authority, then and in that case, at the election of the Authority (evidenced by a Certificate of the Authority, filed with the Trustee, signifying the intention of the Authority to discharge all such indebtedness and the Indenture), and notwithstanding that any Bonds will not have been surrendered for payment, the Indenture and the pledge of Sales Tax Revenues and other assets made under the Indenture and all covenants, agreements and other obligations of the Authority under the Indenture will cease, terminate, become void and be completely discharged and satisfied. In such event, upon Request of the Authority, the Trustee will cause an accounting for such period or periods as may be requested by the Authority to be prepared and filed with the Authority and will execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee will pay over, transfer, assign or deliver to the Authority all moneys or securities or other property held by it pursuant to the Indenture which, as evidenced by a verification report, upon which the Trustee may conclusively rely, from a firm of certified public accountants or other independent consulting firm, are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

Discharge of Liability on Bonds. Upon the deposit with the Trustee, escrow agent or other fiduciary, in trust, at or before maturity, of money or securities in the necessary amount (as provided pursuant to the provisions of the Indenture described below under the caption “Deposit of Money or Securities”) to pay or redeem any Outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), provided that, if such Bond is to be redeemed prior to maturity, notice of such redemption will have been given as in the Indenture provided or provision satisfactory to the Trustee will have been made for the giving of such notice, then all liability of the Authority in respect of such Bond will cease, terminate and be completely discharged, provided that the Holder thereof will thereafter be entitled to the payment of the principal of and premium, if any, and interest on the Bonds, and the Authority will remain liable for such payment, but only out of such money or securities deposited with the Trustee as aforesaid for their payment.

If the Bonds being discharged are Variable Rate Indebtedness, (i) the Bonds shall be redeemed at the first possible redemption date or purchase date applicable to such Bonds and to the extent the rate of interest payable on such Bonds prior to such redemption or purchase date is not known, such rate of interest shall be assumed to be the maximum rate payable thereon or (ii) the Trustee shall receive a confirmation from the Rating Agency then rating the Bonds that the defeasance will not result in the reduction or withdrawal of the then-current ratings on the Bonds.

The Authority may at any time surrender to the Trustee for cancellation by it any Bonds previously issued and delivered, which the Authority may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

Deposit of Money or Securities. Whenever in the Indenture it is provided or permitted that there be deposited with or held in trust money or securities in the necessary amount to pay or redeem any Bonds, the

money or securities so to be deposited or held may include money or securities held by the Trustee in the funds and accounts established pursuant to the Indenture and will be:

(A) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption will have been given as in the Indenture provided or provision satisfactory to the Trustee will have been made for the giving of such notice, the amount to be deposited or held will be the principal amount or Redemption Price of such Bonds and all unpaid interest thereon to the redemption date; or

(B) Defeasance Securities the principal of and interest on which when due will, in the opinion of an independent certified public accountant, a firm of independent certified public accountants or other independent consulting firm delivered to the Trustee (as confirmed by a verification report upon which verification report the Trustee may conclusively rely), provide money sufficient to pay the principal or Redemption Price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or Redemption Price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption will have been given as in the Indenture provided or provision satisfactory to the Trustee will have been made for the giving of such notice; provided, in each case, that the Trustee will have been irrevocably instructed (by the terms of the Indenture or by Request of the Authority) to apply such money to the payment of such principal or Redemption Price and interest with respect to such Bonds.

Payment of Bonds After Discharge of Indenture. Any moneys held by the Trustee in trust for the payment of the principal, Redemption Price, or interest on any Bond and remaining unclaimed for one (1) year after such principal, Redemption Price, or interest has become due and payable (whether at maturity or upon call for redemption as provided in the Indenture), if such moneys were so held at such date, or one (1) year after the date of deposit of such principal, Redemption Price or interest on any Bond if such moneys were deposited after the date when such Bond became due and payable, will, to the extent permitted by law, be repaid to the Authority free from the trusts created by the Indenture, and all liability of the Trustee with respect to such moneys will thereupon cease; provided, however, that before the repayment of such moneys to the Authority as aforesaid, the Trustee may (at the cost of the Authority) first mail to the Holders of any Bonds remaining unpaid at the addresses shown on the registration books maintained by the Trustee a notice, in such form as may be deemed appropriate by the Trustee, with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the Authority of the moneys held for the payment thereof. All moneys held by or on behalf of the Trustee for the payment of principal or Accreted Value of or interest or premium on Bonds, whether at redemption or maturity, will be held in trust for the account of the Holders thereof and the Trustee will not be required to pay Holders any interest on, or be liable to the Holders or any other person (other than the Authority) for interest earned on, moneys so held. Any interest earned thereon will belong to the Authority and will be deposited upon receipt by the Trustee into the Revenue Fund.

Sixth Supplemental Indenture

General. Under the Sixth Supplemental Indenture, the Authority has authorized the 2023 Bonds to be issued for the purpose of refunding the Authority's outstanding 2014 Bonds. In addition, a portion of the proceeds of the 2023 Bonds will be applied to pay Costs of Issuance of the 2023 Bonds.

Funds and Accounts. The following funds and accounts are hereby established in connection with the 2023 Bonds:

(A) To ensure the proper application of such portion of proceeds from the sale of the 2023 Bonds to be applied to pay Costs of Issuance of the 2023 Bonds, there is by the Sixth Supplemental Indenture established the 2023 Costs of Issuance Fund, such fund to be held by the Trustee.

2023 Costs of Issuance Fund. The monies set aside and placed in the 2023 Costs of Issuance Fund are to be expended for the purpose of paying the Costs of Issuance of the 2023 Bonds. On ____, 2023 any remaining amounts in the 2023 Costs of Issuance Fund will be transferred to the Authority and the 2023 Costs of Issuance Fund closed.

APPENDIX D

PROPOSED FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”), dated December __, 2023, is executed and delivered by the San Bernardino County Transportation Authority (the “Authority”) in connection with the issuance of \$_____ aggregate principal amount of San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds, 2023 Series A (Limited Tax Bonds) (the “Bonds”). The Bonds are being issued pursuant to an Indenture dated as of March 1, 2012 (the “2012 Indenture”), as supplemented by a First Supplemental Indenture, dated as of March 1, 2012 (the “First Supplemental Indenture”), a Second Supplemental Indenture, dated as of March 1, 2014 (the “Second Supplemental Indenture”), a Third Supplemental Indenture, dated as of April 1, 2019 (the “Third Supplemental Indenture”), a Fourth Supplemental Indenture, dated as of June 1, 2021 (the “Fourth Supplemental Indenture”), a Fifth Supplemental Indenture, dated as of March 1, 2022 (the “Fifth Supplemental Indenture”) and a Sixth Supplemental Indenture, dated as of December 1, 2023 (the “Sixth Supplemental Indenture” and, together with the 2012 Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the Fifth Supplemental Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). Pursuant to the Indenture, the Authority covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Authority for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Disclosure Representative” shall mean the designee of the Authority to act as the Disclosure Representative.

“Dissemination Agent” shall mean an entity selected and retained by the Authority, or any successor thereto selected by the Authority. The initial Dissemination Agent shall be U.S. Bank Trust Company, National Association, as trustee under the Indenture.

“EMMA” shall mean the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System for Municipal Securities disclosures, maintained on the internet at <http://emma.msrb.org>.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate and any other event legally required to be reported pursuant to the Rule.

“MSRB” shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934 or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the SEC, filings with the MSRB are to be made through the EMMA website of the MSRB, currently located at <http://emma.msrb.org>.

“Official Statement” shall mean the Official Statement of the Authority, dated December ____, 2023, relating to the Bonds, as amended or supplemented.

“Participating Underwriters” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean, until otherwise designated by the SEC, EMMA.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the U.S. Securities and Exchange Commission.

“State” shall mean the State of California.

SECTION 3. Provision of Annual Reports.

(a) The Authority shall provide to the Repository, or shall cause the Dissemination Agent to provide to each Repository, not later than 270 days after the end of the Authority’s fiscal year, commencing with the fiscal year ending June 30, 2023, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate. Not later than fifteen (15) Business Days prior to said date, the Authority shall provide the Annual Report to the Dissemination Agent. The Authority shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the Authority hereunder. The Dissemination Agent may conclusively rely upon such certification of the Authority.

(b) If by fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to the Repository, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Authority to determine if the Authority is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the Repository by the date required in subsection (a), the Dissemination Agent shall send a notice to the MSRB in the manner prescribed by the MSRB.

(d) If the Dissemination Agent is other than the Authority, the Dissemination Agent shall file a report with the Authority certifying that the Disclosure Report has been provided to the MSRB through the EMMA System pursuant to this Disclosure Certificate.

SECTION 4. Content of Annual Reports. The Authority’s Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Authority for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Authority’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds (the “Official Statement”), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) An update (as of the most recently ended fiscal year of the Authority) for the table entitled “San Bernardino County Transportation Authority Sales Tax Revenues” set forth in the Official Statement under the caption “THE SALES TAX — Historical Sales Tax Revenues.”

(c) An update (as of the most recently ended fiscal year of the Authority) for the Coverage Ratio set forth on page 21 of the Official Statement.

(d) A summary of all Bonds and Parity Obligations Outstanding as of the most recently ended fiscal year of the Authority.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Authority is an “obligated person” (as defined by the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Authority shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The Authority shall provide (or cause to be provided) notice to the MSRB of the occurrence of any of the following events numbered 1-10 with respect to Bonds and in a timely manner but not later than ten business days after the occurrence of the event. The notice shall be in an electric format and contain such identifying information as is prescribed by the MSRB.

- (1) Principal and interest payment delinquencies;
- (2) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (3) Unscheduled draws on credit enhancements reflecting financial difficulties; ^(A)
- (4) Substitution of credit or liquidity providers, or their failure to perform; ^(A)
- (5) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (6) Tender offers;
- (7) Defeasances;
- (8) Rating changes;
- (9) Bankruptcy, insolvency, receivership or similar event of the obligated person; or

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

- (10) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Authority, any of which reflect financial difficulties.

(b) The Authority shall provide (or cause to be provided) to the MSRB notice of the occurrence of any of following events numbered 11-17 with respect to Bonds, if material and in a timely manner but not later than ten business days after the occurrence of the event. Such notice shall be in an electric format and contain such identifying information as is prescribed by the MSRB.

- (11) Modifications to rights of Bondholders;
- (12) Bond calls; ^(B)
- (13) Release, substitution, or sale of property securing repayment of Bonds;
- (14) Non-payment related defaults;
- (15) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (16) Appointment of a successor or additional trustee or the change of name of a trustee; or
- (17) Incurrence of a financial obligation of the Authority, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Authority, any of which affect Bondholders, if material.

Note:

(A) *The Authority has not obtained or provided, and does not expect to obtain or provide, any credit enhancements or credit or liquidity providers for the Bonds.*

(B) *Any scheduled redemption of Bonds pursuant to mandatory sinking fund redemption requirements does not constitute a Specified Event within the meaning of the Rule.*

(c) For purposes of the events identified in paragraphs (a)(10) and (b)(18) above, the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

(d) The Authority acknowledges that it must make a determination whether a Specified Event listed in subsection (b) is material under applicable federal securities laws in order to determine whether a filing is required under subsection (b).

SECTION 6. Termination of Reporting Obligation. The obligations of the Authority and the Dissemination Agent under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Authority shall give notice of such termination in the same time and manner as for a Listed Event under Section 5(f) hereof.

SECTION 7. Dissemination Agent. The Authority may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time by providing at least 30 days' notice in writing to the Authority.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Authority may amend this Disclosure Certificate, provided no amendment increasing or affecting the obligations or duties of the Dissemination Agent shall be made without the consent of such party, and any provision of this Disclosure Certificate may be waived if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the Authority and the Dissemination Agent to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Authority chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the Authority shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Authority to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions, as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Authority to comply with this Disclosure Certificate shall be an action to compel performance. This is the first continuing disclosure undertaking by the Authority.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Authority agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in connection with the exercise or performance of their respective powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall also be entitled to any further protections and limitations from liability afforded to the Trustee under Article VIII of the Indenture, as if such provisions were fully set forth herein. The Dissemination Agent shall be paid compensation by the Authority for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the Authority, the Bondholders, or any other party. The obligations of the Authority under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Authority, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____

Receipt Acknowledged By:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Dissemination Agent

By: _____

Attachment: Preliminary Official Statement (SBCTA 2023 Bonds), 4862-9939-1874_6 (10050 : Adopt Reso No. 24-010, Approve Bonding

APPENDIX E

BOOK-ENTRY SYSTEM

The information in this Appendix E concerning The Depository Trust Company, New York, New York (“DTC”), and DTC’s Book-Entry System has been obtained from DTC and the Authority, the Trustee and the Underwriter take no responsibility for the completeness or accuracy thereof.

The Authority, the Trustee and the Underwriter cannot and do not give any assurances that DTC, DTC Participants or Indirect Participants (each as defined below) or others will distribute any (a) payments of principal or purchase price or interest with respect to the Series 2023 Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Series 2023 Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Series 2023 Bonds, or that they will do so on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC. The Authority, the Trustee and the Underwriter are not responsible or liable for the failure of DTC or any DTC Participant to make any payment or give any notice to a beneficial owner with respect to the Series 2023 Bonds or an error or delay relating thereto.

DTC will act as securities depository for the Series 2023 Bonds. The Series 2023 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of each series of the Series 2023 Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The information set forth on this website is not incorporated by reference herein.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2023 Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2023 Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner

entered into the transaction. Transfers of ownership interests in the Series 2023 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Series 2023 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2023 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2023 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2023 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2023 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Series 2023 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2023 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2023 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Series 2023 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee, on a payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2023 Bonds at any time by giving reasonable notice to the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered.

APPENDIX F

PROPOSED FORM OF BOND COUNSEL OPINION

[Closing Date]

San Bernardino County Transportation Authority
San Bernardino, California

*Re: San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds
(Limited Tax Bonds), 2023 Series A*

Ladies and Gentlemen:

We have acted as Bond Counsel to the San Bernardino County Transportation Authority (the “Authority”) in connection with issuance of \$_____ aggregate principal amount of San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2023 Series A (the “Bonds”), issued pursuant to an Indenture, dated as of March 1, 2012, as supplemented by a First Supplemental Indenture, dated as of March 1, 2012, a Second Supplemental Indenture, dated as of March 1, 2014, a Third Supplemental Indenture, dated as of April 1, 2019, a Fourth Supplemental Indenture, dated as of June 1, 2021, a Fifth Supplemental Indenture, dated as of March 1, 2022, and a Sixth Supplemental Indenture, dated as of December 1, 2023 (herein collectively referred to as the “Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”). We have examined the law and such certified proceedings and other documents, agreements, opinions and matters as we deem necessary to render this opinion. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Indenture.

Based on our examination as Bond Counsel of existing law, certified copies of such legal proceedings and such other documents as we deem necessary to render this opinion, we are of the opinion, as of the date hereof, that:

1. The Bonds constitute the valid and binding limited obligations of the Authority.
2. The Indenture has been duly executed and delivered by, and constitutes the valid and binding obligation of, the Authority.
3. Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals; however, it should be noted that for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the “Code”), interest with respect to the Bonds might be taken into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed on such corporations.
4. Interest on the Bonds is exempt from State of California personal income tax.
5. The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity are to be sold to the public) and the stated redemption price at maturity with respect to such Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond Owner before receipt of cash attributable to such excludable

income. The amount of original issue discount deemed received by a Bond Owner will increase the Bond Owner's basis in the applicable Bond. Original issue discount that accrues for the Bond Owner is excluded from the gross income of such Owner for federal income tax purposes, is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals (as described in paragraph (3) above) and is exempt from State of California personal income tax.

6. The amount by which a Bond Owner's original basis for determining loss on sale or exchange in the applicable Bond (generally the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the Bond Owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bond Owner realizing a taxable gain when a Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Owner.

The opinions expressed herein as to the exclusion from gross income of interest (and original issue discount) on the Bonds are based upon certain representations of fact and certifications made by the Authority and are subject to the condition that the Authority comply with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that such interest (and original issue discount) on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Authority has covenanted to comply with all such requirements.

The opinions expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the Bonds terminates on the date of their issuance. The Indenture and the Tax Certificate permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. No opinion is expressed herein as to the effect on the exclusion from gross income of interest (and original issue discount) on the Bonds for federal income tax purposes with respect to any Bond if any such action is taken or omitted based upon the opinion or advice of counsel other than ourselves. Other than expressly stated herein, we express no other opinion regarding tax consequences with respect to the Bonds.

By delivering this letter, we are not expressing any opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the Indenture or the Bonds, nor are we expressing any opinion with respect to the state or quality of title to or interest in any assets described in or as subject to the lien of the Indenture or the Bonds or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets.

The opinions that are expressed herein are based upon our analysis and interpretation of existing laws, regulations, rulings and judicial decisions and cover certain matters which are not directly addressed by such authorities. We call attention to the fact that the rights and obligations under the Indenture and the Bonds are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of California.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement relating to the Bonds or other offering material relating to the Bonds and expressly disclaim any duty to advise the owners of the Bonds with respect to matters contained in the Official Statement.

Respectfully submitted,

Attachment: Preliminary Official Statement (SBCTA 2023 Bonds), 4862-9939-1874_6 (10050 : Adopt Reso No. 24-010, Approve Bonding

SIXTH SUPPLEMENTAL INDENTURE

between

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Dated as of December 1, 2023

Relating to

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
SALES TAX REVENUE REFUNDING BONDS
(LIMITED TAX BONDS)
2023 SERIES A

(Supplementing the Indenture
Dated as of March 1, 2012)

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SIXTH SUPPLEMENTAL INDENTURE

THIS SIXTH SUPPLEMENTAL INDENTURE, dated as of December 1, 2023 (this “Sixth Supplemental Indenture”), between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public entity duly established and existing under the laws of the State of California (the “Authority”) and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as successor trustee (the “Trustee”):

WITNESSETH:

WHEREAS, this Sixth Supplemental Indenture is supplemental to the Indenture, dated as of March 1, 2012 (collectively, and as supplemented and amended from time to time pursuant to its terms, the “Indenture”), between the Authority and the Trustee;

WHEREAS, the Indenture provides that the Authority may issue Bonds from time to time as authorized by a Supplemental Indenture, which Bonds are to be payable from Revenues and from such other sources as may be specified with respect to a particular Series of Bonds in the Supplemental Indenture authorizing such Series; and

WHEREAS, the Authority has previously issued the San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds) 2014, Series A (the “2014 Bonds”) pursuant to the Indenture; and

WHEREAS, the Authority desires to provide at this time for the issuance of a Series of Bonds to be designated “San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2023 Series A” (the “2023 Bonds”) for the purpose of refunding [all][a portion] of the 2014 Bonds;

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE XXXVI

DEFINITIONS

Section 36.01. Definitions.

(a) Definitions. Unless the context otherwise requires, or as otherwise provided in subsection (b) of this Section or in Exhibit A to this Sixth Supplemental Indenture, all terms which are defined in Section 1.02 of the Indenture shall have the same meanings in this Sixth Supplemental Indenture.

(b) Additional Definitions. Unless the context otherwise requires, the following terms shall, for all purposes of this Sixth Supplemental Indenture, have the following meanings:

“Authorized Denominations” means, with respect to 2023 Bonds, \$5,000 and any integral multiple thereof.

“Interest Payment Date” means, with respect to 2023 Bonds, March 1 and September 1 of each year until the redemption or maturity of such 2023 Bonds, commencing with [March 1, 2024].

“Issue Date” means, with respect to the 2023 Bonds, the date on which the 2023 Bonds are first delivered to the purchasers thereof.

“Record Date” means, with respect to the 2023 Bonds, the fifteenth (15th) day (whether or not a Business Day) of the month preceding the month in which an Interest Payment Date occurs.

“Refunded 2014 Bonds” means a portion of the San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2014 Series A shown on Exhibit C hereto.

“Sixth Supplemental Indenture” means this certain Sixth Supplemental Indenture, dated as of December 1, 2023, between the Authority and the Trustee.

“2014 Escrow Agent” means U.S. Bank Trust Company, National Association, as escrow agent under the 2014 Escrow Agreement.

“2014 Escrow Agreement” means the Escrow Agreement, dated as of December 1, 2023, between the Authority and the 2014 Escrow Agent, providing for the refunding of the Refunded 2014 Bonds.

“2014 Escrow Fund” means the Escrow Fund established under the 2014 Escrow Agreement.

“2023 Bonds” means the San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2023 Series A, authorized by Article XXXVII of this Indenture.

“2023 Bonds Tax Certificate” means the Tax Certificate executed on behalf of the Authority in connection with the issuance of the 2023 Bonds.

“2023 Costs of Issuance Fund” means the fund by that name established pursuant to Section 34.01(a).

Section 36.02. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. Defined terms shall include any variant of the terms set forth in this Article XXXVI.

The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this Sixth Supplemental Indenture, refer to the Indenture.

ARTICLE XXXVII

FINDINGS, DETERMINATIONS AND DIRECTIONS

Section 37.01. Findings and Determinations. The Authority hereby finds and determines that the 2023 Bonds shall be issued pursuant to Article XXXVIII and Section 3.01 of the Indenture,

and upon the issuance of the 2023 Bonds, any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the issuance thereof, will exist, will have happened and will have been performed, in due time, form and manner, as required by the Constitution and statutes of the State.

Section 37.02. Recital in Bonds. There shall be included in each of the definitive 2023 Bonds, and also in each of the temporary 2023 Bonds, if any are issued, a certification and recital that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by that 2023 Bond, and in the issuing of that 2023 Bond, exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State, the Act and the Ordinance, and that said 2023 Bond, together with all other indebtedness of the Authority payable out of Revenues, is within every debt and other limit prescribed by the Constitution and statutes of the State, the Act and the Ordinance, and that such certification and recital shall be in such form as is set forth in the form of the 2023 Bond attached hereto as Exhibit A.

Section 37.03. Effect of Findings and Recital. From and after the issuance of the 2023 Bonds, the findings and determinations herein shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of the 2023 Bonds is at issue.

ARTICLE XXXVIII

AUTHORIZATION OF 2023 BONDS

Section 38.01. Principal Amount, Designation and Series. Pursuant to the provisions of this Indenture and the provisions of the Act, and the Ordinance, a Series of Bonds entitled to the benefit, protection and security of such provisions is hereby authorized in the aggregate principal amount of \$_____. Such Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2023 Series A."

At any time after the execution and delivery of this Sixth Supplemental Indenture, the Authority may execute and, upon the order of the Authority, the Trustee shall authenticate and deliver the 2023 Bonds in the aggregate principal amount set forth above.

Section 38.02. Purpose and Application of Proceeds.

(a) The 2023 Bonds are issued for the purpose of refunding the Refunded 2014 Bonds. A portion of the proceeds of the 2023 Bonds will be applied to pay Costs of Issuance of the 2023 Bonds. The net proceeds from the sale of the 2023 Bonds in the amount of \$_____ shall be received by the Trustee, and the Trustee shall deposit or transfer such funds as follows:

(i) The Trustee shall transfer \$_____ of such proceeds to the 2014 Escrow Agent for deposit into the 2014 Escrow Fund; and

(ii) The Trustee shall deposit \$_____ of such proceeds in the 2023 Costs of Issuance Fund.

Section 38.03. Form, Denomination, Numbers and Letters. The 2023 Bonds shall be issued as fully registered bonds without coupons in book-entry form and in Authorized Denominations and shall be numbered from one upward in consecutive numerical order preceded by the letter “R” prefixed to the number. The 2023 Bonds and the certificate of authentication shall be substantially in the form attached hereto as Exhibit A, which form is hereby approved and adopted as the form of the 2023 Bonds and as the form of the certificate of authentication as such form shall be completed based on the terms of the 2023 Bonds set forth herein.

Section 38.04. Date, Maturities and Interest Rates. The 2023 Bonds shall be issued as Current Interest Bonds in the aggregate principal amount of \$_____. The 2023 Bonds shall be dated their Issue Date, shall bear interest from that date at the following rates per annum, computed on the basis of a 360-day year comprised of twelve 30-day months, and shall mature on March 1 in the following years and in the following amounts:

<i>Maturity Date</i> <i>(March 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>
------------------------------------------	-------------------------	----------------------

Interest on each 2023 Bond shall be payable on each Interest Payment Date for such 2023 Bond until the principal sum of such 2023 Bond has been paid; provided, however, that if at the maturity date of any 2023 Bond (or if the same is redeemable and shall be duly called for redemption, then at the date fixed for redemption) funds are available for the payment or redemption thereof, in full accordance with terms of the Indenture, such 2023 Bond shall then cease to bear interest.

Each 2023 Bond shall bear interest from the latest of: (i) its Issue Date; (ii) the most recent Interest Payment Date to which interest has been paid thereon or duly provided for, or (iii) if the date of authentication of such Bond is after a Record Date but prior to the immediately succeeding Interest Payment Date, the Interest Payment Date immediately succeeding such date of authentication.

Each 2023 Bond shall be payable as provided in Section 2.10, including Section 2.10(E), or, in the event the use of the Securities Depository is discontinued, the principal of each 2023 Bond shall be payable in lawful money of the United States of America upon surrender thereof at the Principal

Office of the Trustee, and the interest on each 2023 Bond shall be payable in lawful money of the United States of America by the Trustee to the Holder thereof as of the close of business on the Record Date, such interest to be paid by the Trustee to such Holder in immediately available funds (by wire transfer or by deposit to the account of the Holder if such account is maintained with the Trustee), according to the instructions given by such Holder to the Trustee or, in the event no such instructions have been given, by check mailed on the Interest Payment Date by first class mail to the Holder at such Holder's address as it appears as of the Record Date on the bond registration books kept by the Trustee.

ARTICLE XXXIX

REDEMPTION AND PURCHASE OF 2023 BONDS

Section 39.01. Optional Redemption of 2023 Bonds.

(a) Optional Redemption of 2023 Bonds. The 2023 Bonds maturing on or before March 1, 20__ shall not be subject to redemption prior to their respective stated maturities. The 2023 Bonds maturing on or after March 1, 20__ shall be subject to redemption prior to their respective stated maturities, at the option of the Authority, from any source of available funds, as a whole or in part, on any date on or after March 1, 20__ at a Redemption Price equal to 100% of the principal amount of 2023 Bonds called for redemption, without premium, plus accrued but unpaid interest to the date fixed for redemption.

(b) Sufficient Funds Required for Optional Redemption. Any optional redemption of 2023 Bonds and notice thereof shall be conditional and rescinded and cancelled pursuant to the provisions of Section 4.02 if for any reason on the date fixed for redemption moneys are not available in the Redemption Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the Redemption Price of, and interest due on, the 2023 Bonds called for redemption.

(c) Notice of Optional Redemption; Rescission. Any notice of optional redemption of the 2023 Bonds shall be delivered in accordance with Section 4.02 and may be rescinded as provided in Section 4.02.

Section 39.02. Selection of 2023 Bonds for Redemption. The Authority shall designate which maturities of any 2023 Bonds are to be called for optional redemption pursuant to Section 39.01(a). If less than all 2023 Bonds maturing by their terms on any one date are to be redeemed at any one time, the Trustee shall select the 2023 Bonds of such maturity date to be redeemed by lot and shall promptly notify the Authority in writing of the numbers of the 2023 Bonds so selected for redemption. For purposes of such selection, 2023 Bonds shall be deemed to be composed of multiples of minimum Authorized Denominations and any such multiple may be separately redeemed.

Section 39.03. Purchase In Lieu of Redemption. The Authority reserves the right at all times to purchase any of its 2023 Bonds on the open market.

ARTICLE XL

ESTABLISHMENT OF FUNDS AND ACCOUNTS AND APPLICATION THEREOF

Section 40.01. Funds and Accounts. The following funds and accounts are hereby established in connection with the 2023 Bonds:

(a) To ensure the proper application of such portion of proceeds from the sale of the 2023 Bonds to be applied to pay Costs of Issuance of the 2023 Bonds, there is hereby established the 2023 Costs of Issuance Fund, such fund to be held by the Trustee.

Section 40.02. 2023 Costs of Issuance Fund. The monies set aside and placed in the 2023 Costs of Issuance Fund shall be expended for the purpose of paying the Costs of Issuance of the 2023 Bonds. Before any payment from the 2023 Costs of Issuance Fund shall be made by the Trustee, the Authority shall file or cause to be filed with the Trustee a requisition of the Authority (each a "Requisition"), such Requisition to be signed by an Authorized Representative and to include: (i) the item number of such payment; (ii) the name and address of the person to whom each such payment is due, which may be the Authority in the case of reimbursement for costs theretofore paid by the Authority; (iii) the respective amounts to be paid; (iv) the purpose by general classification for which each obligation to be paid was incurred; and (v) that obligations in the stated amounts have been incurred by the Authority and are presently due and payable and that each item thereof is a proper charge against the 2023 Costs of Issuance Fund and has not been previously paid from said fund. Each such Requisition of the Authority shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. On ____, 2024 any remaining amounts in the 2023 Costs of Issuance Fund shall be transferred to the Interest Fund and the 2023 Costs of Issuance Fund shall be closed.

ARTICLE XLI

MISCELLANEOUS

Section 41.01. Severability. If any covenant, agreement or provision, or any portion thereof, contained in this Sixth Supplemental Indenture, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this Sixth Supplemental Indenture, and the application of any such covenant, agreement or provision, or portion thereof, to other Persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Sixth Supplemental Indenture and the 2023 Bonds issued pursuant hereto shall remain valid, and the Holders of the 2023 Bonds shall retain all valid rights and benefits accorded to them under this Indenture, the Act and the Constitution and statutes of the State.

Section 41.02. Parties Interested Herein. Nothing in this Sixth Supplemental Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Trustee, each Credit Provider, if any, and the Holders of the 2023 Bonds, any right, remedy or claim under or by reason of this Sixth Supplemental Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Sixth Supplemental Indenture contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee, each Credit Provider, if any, and the Holders of the 2023 Bonds.

Section 41.03. Headings Not Binding. The headings in this Sixth Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Sixth Supplemental Indenture.

Section 41.04. Notice Addresses. Except as otherwise provided herein, it shall be sufficient service or giving of notice, request, complaint, demand or other paper if the same shall be duly mailed by registered or certified mail, postage prepaid, addressed to the Notice Address for the appropriate party or parties as provided in Exhibit B hereto. Any such entity by notice given hereunder may designate any different addresses to which subsequent notices, certificates or other communications shall be sent, but no notice directed to any one such entity shall be thereby required to be sent to more than two addresses. Any such communication may also be sent by Electronic Means, receipt of which shall be confirmed.

Section 41.05. Indenture to Remain in Effect. Save and except as amended and supplemented by this Sixth Supplemental Indenture, the Indenture shall remain in full force and effect.

Section 41.06. Effective Date of Sixth Supplemental Indenture. This Sixth Supplemental Indenture shall take effect upon its execution and delivery.

Section 41.07. Execution in Counterparts. This Sixth Supplemental Indenture may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Supplemental Indenture by their officers thereunto duly authorized as of the day and year first written above.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Executive Director

ATTEST:

Clerk of the Board

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Officer

Attachment: Sixth Supplemental Indenture (SBCTA 2023 Bonds) 4857-4443-3026_3 (10050 : Adopt Reso No. 24-010, Approve Bonding

EXHIBIT A
[FORM OF 2023 SERIES A BOND]

No. R-[_____]

\$[_____]

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
SALES TAX REVENUE REFUNDING BOND
(LIMITED TAX BONDS)
2023 SERIES A

<i>INTEREST RATE</i>	<i>MATURITY</i>	<i>ISSUE DATE</i>	<i>CUSIP</i>
[____]%	March 1, 20[____]	[December____], 2023	796846 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: [_____] DOLLARS

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a local transportation authority duly organized and existing under and pursuant to the laws of the State of California (the “Authority”), for value received, hereby promises to pay (but solely from Revenues as hereinafter referred to) in lawful money of the United States of America, to the registered owner named above or registered assigns, on the maturity date set forth above, unless redeemed prior thereto as hereinafter provided, the principal amount specified above, together with interest thereon from the Issue Date set forth above until the principal hereof shall have been paid, at the interest rate specified above payable on each March 1 and September 1, commencing [March 1, 2024] (each, an “Interest Payment Date”). The principal of and premium, if any, on this Bond are payable to the registered Holder hereof upon presentation and surrender of this Bond at the principal office of U.S. Bank Trust Company, National Association, as successor trustee (together with any successor as trustee under the hereinafter defined Indenture, the “Trustee”) in Los Angeles, California. Interest on this Bond shall be paid by check drawn upon the Trustee and mailed on the applicable Interest Payment Date to the registered Holder hereof as of the close of business on the Record Date at such registered Holder’s address as it appears on the Bond Register. As used herein, “Record Date” means the fifteenth (15th) day (whether or not a Business Day) of the month preceding the month in which such Interest Payment Date occurs.

This Bond is one of a duly authorized issue of San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds) (the “Bonds”) of the series and designation indicated above and is a Current Interest Bond. Said authorized issue of Bonds consists or may consist of one or more Series of varying denominations, dates, maturities, interest rates and other provisions, as in the Indenture provided, all issued or to be issued pursuant to the provisions of the Local Transportation Authority and Improvement Act, constituting Division 19 of the California Public Utilities Code, as amended or supplemented from time to time (the “Act”), Ordinance No. 04-01, adopted by the Authority on June 2, 2004, and approved by at least two-thirds of electors voting on such proposition in the November 2, 2004 election, and any amendments or extensions thereto (the “Ordinance”), the San Bernardino County Transportation Authority Expenditure Plan adopted as part of the Ordinance, including any future amendments thereto. Such authorized issue of Bonds is not limited in aggregate principal amount, except as otherwise provided in the Indenture, the Ordinance, and the Act, and consists or may consist of one or more series of varying denominations, dates,

maturities, interest rates and other provisions, as in the Indenture provided. This Bond is issued pursuant to an Indenture, dated as of March 1, 2012, as supplemented, including as supplemented by a Sixth Supplemental Indenture, dated as of December 1, 2023 (the “Sixth Supplemental Indenture”), each between the Authority and the Trustee and hereinafter referred to collectively as the “Indenture.” Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Indenture.

THIS BOND IS A LIMITED TAX BOND OBLIGATION OF THE AUTHORITY PAYABLE SOLELY FROM REVENUES AS DEFINED AND PROVIDED IN THE INDENTURE AND CERTAIN OTHER FUNDS PLEDGED UNDER THE INDENTURE AND THE AUTHORITY IS NOT OBLIGATED TO PAY THIS BOND EXCEPT FROM REVENUES AND THOSE CERTAIN OTHER FUNDS PLEDGED UNDER THE INDENTURE. THIS BOND DOES NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF CALIFORNIA (THE “STATE”) OR ANY POLITICAL SUBDIVISION OF THE STATE OTHER THAN THE AUTHORITY, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE STATE OR OF ANY POLITICAL SUBDIVISION OF THE STATE. THE GENERAL FUND OF THE AUTHORITY IS NOT LIABLE, AND THE CREDIT OR TAXING POWER (OTHER THAN AS DESCRIBED HEREIN) OF THE AUTHORITY IS NOT PLEDGED, FOR THE PAYMENT OF THE BONDS, THEIR INTEREST, OR ANY PREMIUM DUE UPON REDEMPTION OF THE BONDS. THE BONDS ARE NOT SECURED BY A LEGAL OR EQUITABLE PLEDGE OF, OR CHARGE, LIEN OR ENCUMBRANCE UPON, ANY OF THE PROPERTY OF THE AUTHORITY OR ANY OF ITS INCOME OR RECEIPTS, EXCEPT THE REVENUES AND THE CERTAIN OTHER FUNDS PLEDGED UNDER THE INDENTURE.

Reference is hereby made to the Indenture, the Ordinance and the Act for a description of the terms on which the Bonds are issued and to be issued, the provisions with regard to the nature and extent of the pledge of Revenues and certain other funds and the rights of the registered Holders of the Bonds and all the terms of the Indenture are hereby incorporated herein and constitute a contract between the Authority and the registered Holder from time to time of this Bond, and to all the provisions thereof the registered Holder of this Bond, by its acceptance hereof, consents and agrees. Additional Bonds may be issued and other indebtedness may be incurred on a parity with the Series of Bonds of which this Bond is a part, but only subject to the conditions and limitations contained in the Indenture, the Ordinance and the Act.

This Bond is payable as to both principal and interest, and any premium upon redemption hereof, exclusively from the Revenues and other funds pledged under the Indenture, which consist primarily of the amounts available for distribution to the Authority on and after April 1, 2010 on account of the retail transactions and use tax imposed in the County of San Bernardino pursuant to the Act and the Ordinance, after deducting amounts payable by the Authority to the State Board of Equalization for costs and expenses for its services in connection with the retail transactions and use taxes collected pursuant to the Act, all as provided in the Indenture, and the Authority is not obligated to pay the principal of and interest on this Bond except from Revenues and certain other funds pledged thereunder.

This Bond shall be deliverable in the form of a fully registered Bond in denominations of \$5,000 and any multiple thereof (such denominations being referred to herein as “Authorized Denominations”).

Optional Redemption Provisions

Bonds shall be subject to optional redemption as specified in the Indenture.

Amendments and Modifications

The rights and obligations of the Authority and of the Beneficial Owners, registered Holders and registered Owners of the Bonds may be modified or amended at any time in the manner, to the extent, and upon the terms provided in the Indenture, which provide, in certain circumstances, for modifications and amendments without the consent of or notice to the registered Holders of Bonds.

Transfer and Exchange Provisions

This Bond is transferable or exchangeable as provided in the Indenture, only upon the bond registration books maintained by the Trustee, by the registered Holder hereof, or by his or her duly authorized attorney, upon surrender of this Bond at the Principal Office of the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Holder or his or her duly authorized attorney, and thereupon a new Bond or Bonds of the same series, maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, upon payment of any charges therein prescribed.

Persons Deemed Holders

The person in whose name this Bond is registered shall be deemed and regarded as the absolute Holder hereof for all purposes, including receiving payment of, or on account of, the principal hereof and any redemption premium and interest due hereon.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of California, the Act and the Ordinance, and that this Bond, together with all other indebtedness of the Authority payable out of Revenues, is within every debt and other limit prescribed by the Constitution and statutes of the State of California, the Act and the Ordinance.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.

IN WITNESS WHEREOF the San Bernardino County Transportation Authority has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its duly authorized representatives all as of the Issue Date set forth above.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
President of the Board of Directors

Attest:

Clerk of the Board
San Bernardino County Transportation Authority

By: _____
Auditor-Controller

Attest:

Clerk of the Board
San Bernardino County Transportation Authority

[FORM OF CERTIFICATE OF AUTHENTICATION]

This Bond is one of the 2023 Bonds described in the within mentioned Indenture and was authenticated on the date set forth below.

Date of Authentication: [December __], 2023

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Signatory

Attachment: Sixth Supplemental Indenture (SBCTA 2023 Bonds) 4857-4443-3026_3 (10050 : Adopt Reso No. 24-010, Approve Bonding

[DTC LEGEND]

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered Owner hereof, Cede & Co., has an interest herein.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(Please Print or Type Name and Address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
TAX IDENTIFICATION NUMBER OF ASSIGNEE

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints

to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Signature:

(Signature of Assignor)

Notice: The signature on this assignment must correspond with the name of the registered Holder as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

SIGNATURE GUARANTEED:

Notice: Signature must be guaranteed by an eligible guarantor firm.

EXHIBIT B**NOTICE ADDRESSES****To the Authority:**

San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attention: Executive Director
Telephone: (909) 884-8276
Fax: (909) 885-4407

To the Trustee:

U.S. Bank Trust Company, National Association
33 West Fifth Street, 24th Floor
Los Angeles, CA 90071
Attention: Global Corporate Trust
Telephone: (213) 615-6051
Fax: (213) 615-6197

EXHIBIT C
REFUNDED 2014 BONDS

Maturity Date (March 1)	Interest Rate	Original Par Amount	Par Amount Refunded	CUSIP (796846)	Redemption Price	Maturity Date or Redemption Date
2024	5.00%	\$ 2,715,000	\$ 2,715,000	EV1	N/A	March 1, 2024
2025	5.00	3,000,000	3,000,000	EW9	100.00%	March __, 2024
2026	5.00	3,295,000	3,295,000	EX7	100.00	March __, 2024
2027	5.00	3,615,000	3,615,000	EY5	100.00	March __, 2024
2028	5.00	3,950,000	3,950,000	EZ2	100.00	March __, 2024
2029	5.00	4,310,000	4,310,000	FA6	100.00	March __, 2024
2030	5.00	4,685,000	4,685,000	FB4	100.00	March __, 2024
2031	5.00	5,090,000	5,090,000	FC2	100.00	March __, 2024
2032	5.00	5,510,000	5,510,000	FD0	100.00	March __, 2024
2033	5.00	5,960,000	5,960,000	FE8	100.00	March __, 2024
2034	4.00	530,000	530,000	FF5	100.00	March __, 2024
2034	5.00	5,910,000	5,910,000	FH1	100.00	March __, 2024
2040	4.00	30,000,000	30,000,000	FG3	100.00	March __, 2024
2040	5.25	19,545,000	19,545,000	FK4	100.00	March __, 2024

* CUSIP numbers provided above are provided for the convenience of the Trustee. The San Bernardino County Transportation Authority is not responsible for the accuracy or completeness of any of the CUSIP numbers.

Attachment: Sixth Supplemental Indenture (SBCTA 2023 Bonds) 4857-4443-3026_3 (10050 : Adopt Reso No. 24-010, Approve Bonding

*Stradling Yocca Carlson & Rauth
Draft of 10/17/23*

ESCROW AGREEMENT

between

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
As Trustee and Escrow Agent

Dated as of December 1, 2023

Relating to

San Bernardino County Transportation Authority
Sales Tax Revenue Bonds (Limited Tax Bonds), 2014 Series A

Attachment: Escrow Agreement (2014) 4867-4300-9922_3 (10050 : Adopt Reso No. 24-010, Approve Bonding Documents to Refund the 2014

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ESCROW AGREEMENT

This Escrow Agreement, dated as of December 1, 2023 (this “Escrow Agreement”), is entered into by the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public entity duly established and existing under the laws of the State of California (the “Authority”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as successor trustee (the “Trustee”) under the Indenture (as defined herein) and as escrow agent (the “Escrow Agent”).

WITNESSETH:

WHEREAS, the Authority has heretofore issued its San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2014 Series A (the “2014 Bonds”), pursuant to an Indenture, dated as of March 1, 2012 (as supplemented and amended from time to time pursuant to its terms, the “Indenture”), between the Authority and the Trustee;

WHEREAS, the Authority has determined to refund [all][a portion] of the outstanding 2014 Bonds (the “Refunded 2014 Bonds”) and is issuing \$_____ aggregate principal amount of San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2023 Series A (the “2023 Bonds”) pursuant to the Indenture to, among other purposes, provide funds to refund and defease the Refunded 2014 Bonds, pursuant to Sections 4.02, 4.04, 10.02, 10.03 and 15.01 of the Indenture;

WHEREAS, Section 38.02 of the Indenture provides for the transfer and deposit of \$_____ consisting of proceeds of the 2023 Bonds to the escrow fund created hereunder, such funds, together with other available moneys, to be applied to refund the Refunded 2014 Bonds;

WHEREAS, such funds shall be deposited in the escrow fund created hereunder in such amount as is necessary, together with interest earnings thereon, to ensure the full and timely payment of the Refunding Requirements (as hereinafter defined) for the Refunded 2014 Bonds; and

NOW, THEREFORE, in consideration of the mutual agreements herein contained, in order to secure the payment of the Refunding Requirements as heretofore provided, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives, successors and assigns, as follows:

Section 1. Definitions. As used in this Escrow Agreement the following terms have the following meanings:

Chief Financial Officer means the officer who is then performing the functions of Chief Financial Officer of the Authority.

Defeasance Securities means securities of the type defined in the Indenture and meeting the requirements for defeasance specified in Section 10.03 of the Indenture.

Escrow Agent means U.S. Bank Trust Company, National Association, or any successor thereto appointed under this Escrow Agreement.

Escrow Fund means the fund by that name created pursuant to Section 2 hereof.

Escrowed Defeasance Securities means those certain Defeasance Securities described in the Verification Report, which is included as Exhibit B to this Escrow Agreement, together with any Defeasance Securities purchased in connection with exchanges, substitutions or reinvestments pursuant to Section 4 of this Escrow Agreement.

Indenture means the Indenture, dated as of March 1, 2012, as supplemented and amended, between the Authority and the Trustee.

Redemption Date means with respect to any Refunded 2014 Bond, March __, 2024.

Redemption Price means with respect to any Refunded 2014 Bond, 100% of the principal amount thereof to be redeemed, plus accrued but unpaid interest thereon to the Redemption Date, without premium, payable upon redemption thereof.

“Refunded 2014 Bonds” means the San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2014 Series A, issued pursuant to the Indenture, and refunded by the 2023 Bonds as set forth in Exhibit A hereto.

Refunding Requirements means all installments of interest on, principal of and the Redemption Price of the Refunded 2014 Bonds, in each case commencing on the date hereof and concluding on the Redemption Date, when all of the Refunded 2014 Bonds will have been paid or redeemed at the Redemption Price, as such payments become due, as set forth in the Verification Report included as Exhibit B to this Escrow Agreement.

Trustee means U.S. Bank Trust Company, National Association, and its successors and assigns as successor trustee under the Indenture.

Verification Agent means _____.

Verification Report means the verification report, dated ____, 2023, prepared by the Verification Agent, which is included as Exhibit B hereto.

2023 Bonds means the San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2023 Series A, issued pursuant to the Indenture for purposes, among others, of refunding the Refunded 2014 Bonds as described herein.

All other capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Indenture.

Section 2. Creation and Purpose of Escrow Fund.

(a) There is hereby created and established with the Escrow Agent a special and irrevocable trust fund designated the Escrow Fund (the “Escrow Fund”). The Escrow Agent shall keep the Escrow Fund separate and apart from all other funds and moneys held by it and shall hold the Escrow Fund in trust for the purposes described herein. All Defeasance Securities and moneys in the Escrow Fund are hereby irrevocably pledged, subject to the provisions of Section 4 and Section 7 hereof, to secure the payment of the Refunded 2014 Bonds.

(b) On the date of issuance of the 2023 Bonds, the Escrow Agent shall deposit \$_____ into the Escrow Fund, consisting of (i) proceeds of the 2023 Bonds (in the amount of \$_____), (ii) certain amounts released from the Principal Fund under the Indenture relating to the Refunded 2014 Bonds (in the amount of \$_____) and (iii) certain amounts released from the Interest Fund under the Indenture relating to the Refunded 2014 Bonds (in the amount of \$_____), which such amounts shall be transferred from the Trustee to the Escrow Agent pursuant to the Indenture. Such amount shall be held in the Escrow Fund and paid out as provided in this Escrow Agreement and pursuant to the Indenture. Such moneys shall be sufficient for the purchase of the Escrowed Defeasance Securities identified in the Verification Report that is included as Exhibit B to this Escrow Agreement and shall be used by the Escrow Agent to purchase the Escrowed Defeasance Securities identified in the Verification Report that is included as Exhibit B to this Escrow Agreement on the date of issuance of the 2023 Bonds. The principal of and interest on the Escrowed Defeasance Securities and any uninvested cash held hereunder shall be applied by the Escrow Agent to the payment of the Refunding Requirements applicable to the Refunded 2014 Bonds.

(c) As verified by the Verification Report that is included as Exhibit B to this Escrow Agreement, the Escrowed Defeasance Securities identified in such Verification Report are such that, if interest thereon and principal thereof are paid when due, the proceeds from the collection of such interest and principal, together with any uninvested cash held hereunder, will be sufficient to pay the Refunding Requirements applicable to the Refunded 2014 Bonds, when due.

(d) The Escrow Agent shall hold all Defeasance Securities in the Escrow Fund whether acquired as initial investments, subsequent investments or reinvestments hereunder, and the money received from time to time as principal and interest thereon, in trust, to secure, and for the payment of, the Refunding Requirements applicable to the Refunded 2014 Bonds and shall collect the principal of and interest on such Defeasance Securities held by it hereunder promptly as such principal and interest become due.

Section 3. Redemption and Payment of the Refunded 2014 Bonds; Notice of Redemption and Notice of Defeasance.

(a) The Escrow Agent, acting as Trustee, is hereby irrevocably instructed to (i) pay when due the regularly scheduled payments of principal and interest on the Refunded 2014 Bonds through and including the Redemption Date and (ii) redeem the Refunded 2014 Bonds maturing on and after March 1, 2025 on the Redemption Date, at the Redemption Price, at the times and places and in the manner specified in the Indenture, such payment to be made from the Escrow Fund.

(b) The Escrow Agent, acting as Trustee, is hereby further irrevocably instructed to give notice of such redemption at the time and in the manner provided in Sections 4.02, 11.08 and 21.01(c) of the Indenture, and in accordance with Section 10.02 of the Indenture. The Escrow Agent, as Trustee, acknowledges that these irrevocable instructions constitute satisfactory provision for the giving of notice of redemption required by Sections 4.02 and 10.02 of the Indenture. Attached as Exhibit C hereto is a form of redemption notice.

(c) The Escrow Agent, as Trustee, is hereby further instructed to give notice of defeasance of the Refunded 2014 Bonds, in the form attached as Exhibit D hereto, (i) at the time and in the manner provided in Section 11.08 and (ii) no later than 10 business days following the Issue Date, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) System for municipal securities disclosures, maintained on the internet at <http://emma.msrb.org>.

Section 4. Investment of Escrow Fund; Substitution; Reinvestment.

(a) The Authority and the Escrow Agent each shall take all remaining necessary action to have issued and registered in the name of the Escrow Agent, for the account of the Escrow Fund, the Escrowed Defeasance Securities.

(b) There shall be no exchange or substitution of the Escrowed Defeasance Securities, except upon: (i) the written direction of an Authorized Representative of the Authority; and (ii) receipt by the Authority and the Trustee of a new verification report, prepared by an independent certified public accountant, verifying the sufficiency of the amount of Defeasance Securities and cash on deposit in the Escrow Fund following such exchange or substitution to pay the Refunding Requirements when due, in accordance with the requirements of Section 10.03 of the Indenture; and (iii) receipt of an opinion of nationally recognized bond counsel to the effect that such exchange or substitution will not adversely affect the exemption from federal income tax of interest on the 2023 Bonds and that following such reinvestment the Refunded 2014 Bonds shall be deemed paid within the meaning of Section 10.02 of the Indenture. The Escrow Agent shall not be liable or responsible for any loss resulting from any substitution of securities made pursuant to this Escrow Agreement and in full compliance with the provisions hereof.

(c) In the event that the Escrow Agent receives payment of principal or interest from the Escrowed Defeasance Securities prior to the date which such payment is required for the purposes set forth in this Escrow Agreement, the Escrow Agent shall not reinvest such amounts and shall hold such amounts uninvested in such Escrow Fund; provided, however, that after receiving (i) an opinion of nationally recognized bond counsel to the effect that such reinvestment will not adversely affect the exemption from federal income taxation of interest on the 2023 Bonds or the Refunded 2014 Bonds and (ii) a new verification report, prepared by an independent certified public accountant, in accordance with the requirements of Section 10.03 of the Indenture, to the effect that such reinvestment will not adversely affect the sufficiency of the amount of Defeasance Securities and cash on deposit in the Escrow Fund to pay the Refunding Requirements when due, the Escrow Agent shall, at the written direction of the Authority, reinvest any such amounts in Defeasance Securities. The Escrow Agent shall not be liable or responsible for any loss resulting from any reinvestment made pursuant to this Escrow Agreement and in full compliance with the provisions hereof.

(d) The Escrow Agent shall furnish the Authority monthly cash transaction statements which include detail for all investment transactions effected by the Escrow Agent or brokers selected by the Authority. Upon the Authority's election, such statements will be delivered via the Escrow

Agent's online service and upon electing such service, paper statements will be provided only upon request. The Authority waives the right to receive brokerage confirmations of security transactions effected by the Escrow Agent as they occur, to the extent permitted by law. The Authority further understands that trade confirmations for securities transactions effected by the Escrow Agent will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(e) The Authority acknowledges that, to the extent that the regulations of the Comptroller of the Currency or other applicable regulatory agency grant the Authority the right to receive brokerage confirmations on security transactions as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent shall furnish to the Authority periodic cash transaction statements which shall include details of all investment transactions made by the Escrow Agent hereunder.

Section 5. Sufficiency of Escrow. Moneys deposited in the Escrow Fund, including the investment earnings thereon and any uninvested cash, shall be in an amount, as determined by the Authority and as verified by the Verification Report, that at all times shall be sufficient to meet the Refunding Requirements not theretofore met.

If at any time the Escrow Agent shall have actual knowledge that the moneys in the Escrow Fund, including the investment earnings thereon and any uninvested cash, will not be sufficient to meet the Refunding Requirements, the Escrow Agent shall notify the Chief Financial Officer of the Authority of such deficiency in writing as soon as reasonably practicable. Upon receipt of such notice, the Authority will promptly use its best efforts (but is not legally required) to pay to the Escrow Agent, from any legally available moneys, and the Escrow Agent shall deposit in the Escrow Fund, the amount necessary to make up the deficiency. The Escrow Agent shall not be liable or responsible for any loss resulting from its failure to give such notice nor from the Authority's failure to make any such payment.

Section 6. Payment of the Refunded 2014 Bonds. The Authority hereby requests and irrevocably instructs the Escrow Agent, and the Escrow Agent hereby agrees to collect and deposit in the Escrow Fund the principal of and interest on all Escrowed Defeasance Securities held for the account of such Escrow Fund promptly as such principal and interest become due, and to apply such principal and interest, together with any other moneys and the principal of and interest on any other Defeasance Securities deposited in such Escrow Fund, to the payment of the interest on and Redemption Price of the Refunded 2014 Bonds at the places and in the manner stipulated in the Indenture and herein.

Section 7. Termination of Escrow Agreement. When the Escrow Agent shall have transferred, pursuant to Section 6 hereof, such moneys as are required to pay in full and discharge all of the Refunded 2014 Bonds, the Escrow Agent, after payment of all fees and expenses of the Escrow Agent, shall immediately transfer any amounts remaining in the Escrow Fund to the Authority, in accordance with Section 10.04 of the Indenture, and this Escrow Agreement shall terminate.

Section 8. Fees and Costs.

(a) The Escrow Agent's fees, expenses and reimbursement for costs incurred for and in carrying out the provisions of this Escrow Agreement have been fixed by separate agreement with the Authority. The Escrow Agent shall also be entitled to additional fees, expenses and reimbursement for costs incurred from the Authority, including but not limited to, legal and accounting services in

connection with any litigation or other proceedings that may at any time be instituted involving this Escrow Agreement (other than fees, expenses and costs due to the negligence or willful misconduct of the Escrow Agent).

(b) Payments to the Escrow Agent pursuant to this Section 8 shall not be for deposit in the Escrow Fund, and the fees of and all expenses and costs incurred by the Escrow Agent, including without limitation any accruing under the terms of this Escrow Agreement, shall not be a charge on and in no event shall be deducted from the Escrow Fund.

Section 9. Successors. Any successor to the Trustee under Article VIII of the Indenture shall automatically and without further action be the successor to the Escrow Agent hereunder and be deemed to have assumed all duties and responsibilities of the Escrow Agent provided by the terms hereof.

Section 10. Indemnification. The indemnification afforded to the Trustee under Section 8.06 of the Indenture shall extend to the Escrow Agent hereunder.

Section 11. Capacity, Immunities and Liabilities of Escrow Agent. The Escrow Agent is entering into this Escrow Agreement in its capacity as Trustee under the Indenture and shall be entitled to the rights, protections, limitations from liability and indemnification afforded in Article VIII of the Indenture, including, without limitation, the protections and limitations from liability set forth in Sections 8.04 and 8.06 of the Indenture and the right to resign set forth in Section 8.01 of the Indenture. The Escrow Agent shall perform such duties and only such duties as are specifically set forth in this Escrow Agreement and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent. The liability of the Escrow Agent to make payments required pursuant to this Escrow Agreement shall be limited to the cash and Escrowed Defeasance Securities held on deposit in the Escrow Fund. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment or reinvestment made pursuant to this Escrow Agreement and in full compliance with the provisions hereof. Subject to the provisions of Section 7 hereof, moneys held by the Escrow Agent hereunder are to be held and applied for the payment of the Refunded 2014 Bonds in accordance with the Indenture.

Section 12. Amendment. This Escrow Agreement is made for the benefit of the Authority and the Owners from time to time of the Refunded 2014 Bonds. This Escrow Agreement shall not be repealed, revoked, altered or amended without the written consent of all such Owners; provided, however, that the Authority and the Escrow Agent may, but without the consent of, or notice to, such Owners, enter into such agreements supplemental to this Escrow Agreement for any one or more of the following purposes: (i) to cure any ambiguity or inconsistency or formal defect or omission in this Escrow Agreement; (ii) to grant to, or confer upon, the Escrow Agent for benefit of such Owners any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such Owners or the Escrow Agent; (iii) to subject to this Escrow Agreement additional funds, securities or properties; and (iv) to make any other amendment that does not materially adversely affect the rights of any Owners of the Refunded 2014 Bonds; provided, however that no such agreement supplemental to this Escrow Agreement shall modify or amend the irrevocable pledge of the Escrow Fund, the provisions requiring delivery of an opinion of nationally recognized bond counsel and a verification report to the Escrow Agent prior to any substitution of securities, without the consent of all Owners of the Refunded 2014 Bonds. Prior to entering into such agreement supplemental to this Escrow

Agreement, the Escrow Agent may rely upon an opinion of bond counsel that such supplemental agreement complies with the terms hereof.

Section 13. Notices. All notices and communications hereunder shall be in writing and shall be deemed to be duly given if received or if sent by first class mail, as follows:

If to the Authority:	San Bernardino County Transportation Authority 1170 W. 3 rd Street, 2 nd Floor San Bernadino, California 92410 Attention: Chief Financial Officer Telephone: (909) 884-8276 Fax: (909) 885-4407
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If to the Trustee and Escrow Agent:	U.S. Bank Trust Company, National Association 633 West Fifth Street, 24th Floor Los Angeles, California 90071 Attention: Global Corporate Trust Telephone: (213) 615-6023 Fax: (213) 615-6197
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Section 14. Payments Due on Non-Business Days. Any payment or transfer which would otherwise become due on a day that is not a Business Day (as such term is defined in the Indenture) need not be made on such day but shall be made on the next succeeding Business Day (as such term is defined in the Indenture), with the same force and effect as if made on the due date.

Section 15. Severability. If any section, paragraph, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

Section 16. Law Governing. This Escrow Agreement is made in the State of California and is to be construed under the Constitution and laws of such State.

Section 17. Electronic Signature. Each of the parties hereto agrees that the transaction consisting of this Escrow Agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Escrow Agreement using an electronic signature, it is signing, adopting, and accepting this Escrow Agreement and that signing this Escrow Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Escrow Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Escrow Agreement in a usable format.

Section 18. Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the San Bernardino County Transportation Authority has caused this Escrow Agreement to be signed in its name by its duly authorized officer, and U.S. Bank Trust Company, National Association, has caused this Escrow Agreement to be signed in its name by its duly authorized officer, all as of the day and year first above written.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Executive Director

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee and Escrow Agent

By: _____
Authorized Officer

EXHIBIT A

DESCRIPTION OF THE REFUNDED 2014 BONDS

**San Bernardino County Transportation Authority
Sales Tax Revenue Bonds (Limited Tax Bonds), 2014 Series A**

Maturity Date (March 1)	Interest Rate	Original Par Amount	Par Amount Refunded	CUSIP (796846)	Redemption Price	Maturity Date or Redemption Date
2024	5.00%	\$ 2,715,000	\$ 2,715,000	EV1	N/A	March 1, 2024
2025	5.00	3,000,000	3,000,000	EW9	100.00%	March __, 2024
2026	5.00	3,295,000	3,295,000	EX7	100.00	March __, 2024
2027	5.00	3,615,000	3,615,000	EY5	100.00	March __, 2024
2028	5.00	3,950,000	3,950,000	EZ2	100.00	March __, 2024
2029	5.00	4,310,000	4,310,000	FA6	100.00	March __, 2024
2030	5.00	4,685,000	4,685,000	FB4	100.00	March __, 2024
2031	5.00	5,090,000	5,090,000	FC2	100.00	March __, 2024
2032	5.00	5,510,000	5,510,000	FD0	100.00	March __, 2024
2033	5.00	5,960,000	5,960,000	FE8	100.00	March __, 2024
2034	4.00	530,000	530,000	FF5	100.00	March __, 2024
2034	5.00	5,910,000	5,910,000	FH1	100.00	March __, 2024
2040	4.00	30,000,000	30,000,000	FG3	100.00	March __, 2024
2040	5.25	19,545,000	19,545,000	FK4	100.00	March __, 2024
		\$98,115,000	\$98,115,000			

* CUSIP numbers provided above are provided for the convenience of the Escrow Agent. The San Bernardino County Transportation Authority is not responsible for the accuracy or completeness of any of the CUSIP numbers.

EXHIBIT B
VERIFICATION REPORT

Attachment: Escrow Agreement (2014) 4867-4300-9922_3 (10050 : Adopt Reso No. 24-010, Approve Bonding Documents to Refund the 2014

EXHIBIT C**FORM OF REDEMPTION NOTICE****NOTICE OF REDEMPTION**

**San Bernardino County Transportation Authority
Sales Tax Revenue Bonds (Limited Tax Bonds), 2014 Series A**

Date of Issuance	Maturity Date (March 1)	Principal Amount	Interest Rate (%)	CUSIP No. (796846)	Redemption Price
04/02/2014	2025	\$ 3,000,000	5.00%	EW9	100.00%
04/02/2014	2026	3,295,000	5.00	EX7	100.00
04/02/2014	2027	3,615,000	5.00	EY5	100.00
04/02/2014	2028	3,950,000	5.00	EZ2	100.00
04/02/2014	2029	4,310,000	5.00	FA6	100.00
04/02/2014	2030	4,685,000	5.00	FB4	100.00
04/02/2014	2031	5,090,000	5.00	FC2	100.00
04/02/2014	2032	5,510,000	5.00	FD0	100.00
04/02/2014	2033	5,960,000	5.00	FE8	100.00
04/02/2014	2034	530,000	4.00	FF5	100.00
04/02/2014	2034	5,910,000	5.00	FH1	100.00
04/02/2014	2040	30,000,000	4.00	FG3	100.00
04/02/2014	2040	19,545,000	5.25	FK4	100.00

Notice is hereby given in the name of the San Bernardino County Transportation Authority (the “Authority”) to the registered owner of the bonds identified above (the “Bonds”) that:

In accordance with the Indenture, dated as of March 1, 2012, as amended and supplemented (the “Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”), the Bonds are subject to optional redemption by the Authority, subject to the conditions set forth in the Indenture and described below.

The Bonds are to be redeemed on March __, 2024 (the “Redemption Date”). On the Redemption Date there will become due and payable on each of said Bonds the redemption price thereof, which is equal to 100% of the principal amount thereof to be redeemed, plus accrued but unpaid interest thereon to the Redemption Date, without premium (the “Redemption Price”). On the Redemption Date, there will become due and payable on the Bonds the Redemption Price thereof, and from and after the Redemption Date interest on the Bonds shall cease to accrue.

The Authority issued refunding bonds on December __, 2023, a portion of the proceeds of which will be used to redeem the Bonds on the Redemption Date.

The Redemption Price will be paid to or as directed by the registered Holder of the Bonds (which is the Securities Depository) in accordance with its rules and procedures. The Bonds shall be surrendered at the following address of the Trustee:

Delivery Instructions:
U. S. Bank
Global Corporate Trust Services
 111 Fillmore Ave E
 St. Paul, MN 55107

Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Indenture.

REQUIREMENT INFORMATION

For a list of redemption requirements please visit our website at www.usbank.com/corporatetrust and click on the “Bondholder Information” link for redemption instructions. You may also contact our Bondholder Communications team at 1-800-934-6802 Monday through Friday from 8 AM to 6 PM CST.

IMPORTANT NOTICE

Federal law requires the Trustee to withhold taxes at the applicable rate from the payment if an IRS Form W-9 or applicable IRS Form W-8 is not provided. Please visit www.irs.gov for additional information on the tax forms and instructions.

Note: The Authority and the Trustee shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness in the notice or as printed on any Bond. They are included solely for the convenience of the holders.

Dated: _____, 2024

U.S. BANK TRUST COMPANY, NATIONAL
 ASSOCIATION, as Trustee for the San Bernardino
 County Transportation Authority

EXHIBIT D**FORM OF DEFEASANCE NOTICE**

**NOTICE OF DEFEASANCE
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
SALES TAX REVENUE BONDS (LIMITED TAX BONDS)
2014 SERIES A**

NOTICE IS HEREBY GIVEN to the applicable owners of the outstanding San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2014 Series A maturing on March 1 in the years 2024 through 2034, inclusive, and 2040 in the principal amounts and bearing the CUSIP numbers, as set forth below (the “Defeased Bonds”), there has been deposited with U.S. Bank Trust Company, National Association, as escrow agent (the “Escrow Agent”), moneys and defeasance securities paying principal and interest in an amount which, together with the amounts held as cash, will be sufficient (as evidenced by the verification report delivered to the Escrow Agent) to pay principal and interest due and payable on the Defeased Bonds through and including March 1, 2024 and to pay the redemption price of the Defeased Bonds on the redemption date of March __, 2024. The principal of, redemption price of, and interest on, such Defeased Bonds shall be paid only from amounts deposited with the Escrow Agent as aforesaid. As a result of such deposit, such Defeased Bonds are deemed to have been paid in accordance with the applicable provisions of the Indenture, dated as of March 1, 2012 (as supplemented and amended), between the San Bernardino County Transportation Authority Sales Tax Revenue Bonds and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), pursuant to which the Defeased Bonds were issued.

The Defeased Bonds are described in the table below:

Maturity Date (March 1)	Principal Amount	Interest Rate	CUSIP (796846)
2024	\$2,715,000	5.00%	EV1
2025	3,000,000	5.00	EW9
2026	3,295,000	5.00	EX7
2027	3,615,000	5.00	EY5
2028	3,950,000	5.00	EZ2
2029	4,310,000	5.00	FA6
2030	4,685,000	5.00	FB4
2031	5,090,000	5.00	FC2
2032	5,510,000	5.00	FD0
2033	5,960,000	5.00	FE8
2034	530,000	4.00	FF5
2034	5,910,000	5.00	FH1
2040	30,000,000	4.00	FG3
2040	19,545,000	5.25	FK4

**The Authority and the undersigned Escrow Agent and Trustee shall not be held responsible for the selection or use of CUSIP numbers, nor is any representation made as to their correctness indicated in this Notice. They are included solely for the convenience of the bondholders.*

Dated: _____, 2023

**By: U.S. Bank Trust Company, National Association,
as Escrow Agent and Trustee**

Attachment: Escrow Agreement (2014) 4867-4300-9922_3 (10050 : Adopt Reso No. 24-010, Approve Bonding Documents to Refund the 2014

*Stradling Yocca Carlson & Rauth
Draft of 10/17/23*

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”), dated December __, 2023, is executed and delivered by the San Bernardino County Transportation Authority (the “Authority”) in connection with the issuance of \$_____ aggregate principal amount of San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds, 2023 Series A (Limited Tax Bonds) (the “Bonds”). The Bonds are being issued pursuant to an Indenture dated as of March 1, 2012 (the “2012 Indenture”), as supplemented by a First Supplemental Indenture, dated as of March 1, 2012 (the “First Supplemental Indenture”), a Second Supplemental Indenture, dated as of March 1, 2014 (the “Second Supplemental Indenture”), a Third Supplemental Indenture, dated as of April 1, 2019 (the “Third Supplemental Indenture”), a Fourth Supplemental Indenture, dated as of June 1, 2021 (the “Fourth Supplemental Indenture”), a Fifth Supplemental Indenture, dated as of March 1, 2022 (the “Fifth Supplemental Indenture”) and a Sixth Supplemental Indenture, dated as of December 1, 2023 (the “Sixth Supplemental Indenture” and, together with the 2012 Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the Fifth Supplemental Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). Pursuant to the Indenture, the Authority covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Authority for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Disclosure Representative” shall mean the designee of the Authority to act as the Disclosure Representative.

“Dissemination Agent” shall mean an entity selected and retained by the Authority, or any successor thereto selected by the Authority. The initial Dissemination Agent shall be U.S. Bank Trust Company, National Association, as trustee under the Indenture.

“EMMA” shall mean the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System for Municipal Securities disclosures, maintained on the internet at <http://emma.msrb.org>.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate and any other event legally required to be reported pursuant to the Rule.

“MSRB” shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934 or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the SEC, filings with the MSRB are to be made through the EMMA website of the MSRB, currently located at <http://emma.msrb.org>.

“Official Statement” shall mean the Official Statement of the Authority, dated December ___, 2023, relating to the Bonds, as amended or supplemented.

“Participating Underwriters” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean, until otherwise designated by the SEC, EMMA.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the U.S. Securities and Exchange Commission.

“State” shall mean the State of California.

SECTION 3. Provision of Annual Reports.

(a) The Authority shall provide to the Repository, or shall cause the Dissemination Agent to provide to each Repository, not later than 270 days after the end of the Authority’s fiscal year, commencing with the fiscal year ending June 30, 2023, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate. Not later than fifteen (15) Business Days prior to said date, the Authority shall provide the Annual Report to the Dissemination Agent. The Authority shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the Authority hereunder. The Dissemination Agent may conclusively rely upon such certification of the Authority.

(b) If by fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to the Repository, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Authority to determine if the Authority is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the Repository by the date required in subsection (a), the Dissemination Agent shall send a notice to the MSRB in the manner prescribed by the MSRB.

(d) If the Dissemination Agent is other than the Authority, the Dissemination Agent shall file a report with the Authority certifying that the Disclosure Report has been provided to the MSRB through the EMMA System pursuant to this Disclosure Certificate.

SECTION 4. Content of Annual Reports. The Authority's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Authority for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Authority's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds (the "Official Statement"), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) An update (as of the most recently ended fiscal year of the Authority) for the table entitled "San Bernardino County Transportation Authority Sales Tax Revenues" set forth in the Official Statement under the caption "THE SALES TAX — Historical Sales Tax Revenues."

(c) An update (as of the most recently ended fiscal year of the Authority) for the Coverage Ratio set forth on page 21 of the Official Statement.

(d) A summary of all Bonds and Parity Obligations Outstanding as of the most recently ended fiscal year of the Authority.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Authority is an "obligated person" (as defined by the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Authority shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The Authority shall provide (or cause to be provided) notice to the MSRB of the occurrence of any of the following events numbered 1-10 with respect to Bonds and in a timely manner but not later than ten business days after the occurrence of the event. The notice shall be in an electric format and contain such identifying information as is prescribed by the MSRB.

- (1) Principal and interest payment delinquencies;
- (2) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (3) Unscheduled draws on credit enhancements reflecting financial difficulties; ^(A)
- (4) Substitution of credit or liquidity providers, or their failure to perform; ^(A)
- (5) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

- (6) Tender offers;
- (7) Defeasances;
- (8) Rating changes;
- (9) Bankruptcy, insolvency, receivership or similar event of the obligated person;
or

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

- (10) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Authority, any of which reflect financial difficulties.

(b) The Authority shall provide (or cause to be provided) to the MSRB notice of the occurrence of any of following events numbered 11-17 with respect to Bonds, if material and in a timely manner but not later than ten business days after the occurrence of the event. Such notice shall be in an electric format and contain such identifying information as is prescribed by the MSRB.

- (11) Modifications to rights of Bondholders;
- (12) Bond calls; ^(B)
- (13) Release, substitution, or sale of property securing repayment of Bonds;
- (14) Non-payment related defaults;
- (15) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (16) Appointment of a successor or additional trustee or the change of name of a trustee; or
- (17) Incurrence of a financial obligation of the Authority, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Authority, any of which affect Bondholders, if material.

Note:

(A) *The Authority has not obtained or provided, and does not expect to obtain or provide, any credit enhancements or credit or liquidity providers for the Bonds.*

(B) *Any scheduled redemption of Bonds pursuant to mandatory sinking fund redemption requirements does not constitute a Specified Event within the meaning of the Rule.*

(c) For purposes of the events identified in paragraphs (a)(10) and (b)(18) above, the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

(d) The Authority acknowledges that it must make a determination whether a Specified Event listed in subsection (b) is material under applicable federal securities laws in order to determine whether a filing is required under subsection (b).

SECTION 6. Termination of Reporting Obligation. The obligations of the Authority and the Dissemination Agent under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Authority shall give notice of such termination in the same time and manner as for a Listed Event under Section 5(f) hereof.

SECTION 7. Dissemination Agent. The Authority may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time by providing at least 30 days’ notice in writing to the Authority.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Authority may amend this Disclosure Certificate, provided no amendment increasing or affecting the obligations or duties of the Dissemination Agent shall be made without the consent of such party, and any provision of this Disclosure Certificate may be waived if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the Authority and the Dissemination Agent to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Authority chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the Authority shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Authority to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions, as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Authority to comply with this Disclosure Certificate shall be an action to compel performance. This is the first continuing disclosure undertaking by the Authority.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Authority agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in connection with the exercise or performance of their respective powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall also be entitled to any further protections and limitations from liability afforded to the Trustee under Article VIII of the Indenture, as if such provisions were fully set forth herein. The Dissemination Agent shall be paid compensation by the Authority for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the Authority, the Bondholders, or any other party. The obligations of the Authority under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Authority, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

[REMAINDER OF PAGE LEFT BLANK]

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____

Receipt Acknowledged By:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Dissemination Agent

By: _____

[S-1]

Contract No.: 24-1003074 Amendment No.: _____

Contract Class: Payable Department: Finance

Vendor No.: 03047 Vendor Name: Fitch Ratings, Inc.

Description: Rating for the refunding of the 2014 sales tax revenue bonds

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	68,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	68,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	68,000.00

Board of Directors	Date: 11/01/2023	Board	Item # 10050
Contract Management (Internal Purposes Only)			

Other Contracts		Sole Source?	Yes	N/A
Local	Services			N/A

[illegible]

Hilda Flores

Project Manager (Print Name)

Hilda Flores

Additional Notes: Includes rating and surveillance fees.



Agreement ID #: 00159951.0

Date: 10/13/2023

Dear Hilda Flores,

Thank you for requesting a Credit Rating for San Bernardino County Transportation Authority **Sales Tax Revenue Refunding Bonds, Series 2023A** from Fitch Ratings, Inc. (“Fitch”). The San Bernardino County Transportation Authority (“you” or “your”) agrees to pay Fitch fees for credit ratings services as set forth below:

Fee Details

Fee Currency: USD

Issuance Fees:

Par Amount	Fee
USD \$75 Million - \$100 Million	\$53,000

Payment of these fees is not contingent on the issuance or sale of the rated securities, your use of the ratings, Fitch’s issuance of a particular rating or any other work performed. Fees are due and payable within 30 days of your receipt of an invoice from Fitch.

All fees and charges quoted are net of sales taxes. You acknowledge and agree that to the extent you are exempt from payment of sales tax, it is your obligation to provide Fitch with all necessary documentation from the relevant state authority confirming such exemption or pay sales taxes included on the invoice from Fitch.

In issuing and maintaining its ratings, Fitch relies on factual information it receives from issuers and from other sources Fitch believes to be credible. You recognize the need to supply Fitch with all information relevant to evaluating the ratings, including without limitation any information identified by Fitch in any questionnaire that may be forwarded to you, the issuer/company or your agents periodically. You further recognize the importance to monitored ratings of keeping Fitch informed on a timely basis of all material changes in the information provided to Fitch, potential material events and the overall financial condition of the rated entity.

Fitch reserves the right in its sole discretion to raise, lower, place on Rating Watch or withdraw any rating at any time for any reason it deems sufficient. Under such circumstances, no fees paid to Fitch will be returned.

Fitch is not responsible for any underwriting, credit, loan, purchase, strategic or investment decision. Ratings are not a recommendation or suggestion, directly or indirectly, to you or any other person, to buy, sell, make or hold any investment, loan or security or to undertake any investment strategy with respect to

any investment, loan or security or any entity. Ratings do not comment on the adequacy of market price, the suitability of any investment, loan or security for a particular investor (including without limitation, any accounting and/or regulatory treatment), or the tax-exempt nature or taxability of payments made in respect of any investment, loan or security. Fitch is not your advisor and is not providing you or any other party any financial advice, or any legal, auditing, accounting, appraisal, valuation or actuarial services. A rating should not be viewed as a replacement for such advice or services. Nothing in this letter is intended to or should be construed as creating a fiduciary relationship between you and Fitch or between Fitch and any user of a rating.

You acknowledge that Fitch's rating is subject to both (i) the analytical process and limitations described in this letter and (ii) the provisions relating to understanding ratings, including the usage and limitations thereof, found on Fitch's website, www.fitchratings.com. Subject to any specific limitations set forth elsewhere in this letter, nothing herein shall limit Fitch's right to publish, disseminate or license others to publish or otherwise to disseminate the ratings or the rationale for the ratings.

You agree that each of Fitch's affiliates and subsidiaries is an intended third party beneficiary of this letter agreement. You further agree that nothing in this letter, or the rating when issued, is intended to create rights in any third parties other than Fitch's affiliates and subsidiaries, including any users or recipients of ratings.

Please acknowledge your acceptance and agreement to the provisions of this letter by signing in the space below where indicated. Please return a copy of the signed agreement to me.

Work will commence after receipt of written agreement to the above terms. You should separately forward materials needed to provide the rating service directly to the analyst.

Ratings assigned by Fitch shall be valid and effective only if the rating letter assigning the rating contains the Agreement ID number set forth in this letter, and, in the case of a public rating, the rating is published on Fitch's website.

Please let me know if you have any questions and thanks again for choosing Fitch Ratings.

Best regards,

Jessica Soltz Rudd


Jessica Soltz Rudd (Oct 13, 2023 21:32 PDT)

Fitch Ratings, Inc.

Agreed and accepted:

Contract No:	<u>24-1003075</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Finance</u>
Vendor No.:	<u>02860</u>	Vendor Name:	<u>Standard & Poors Global Ratings, Inc. (S&P)</u>
Description:	<u>Rating for the refunding of the 2014 sales tax revenue bonds</u>		
List Any Related Contract Nos.:			

Dollar Amount							
Original Contract		\$	73,500.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	73,500.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	73,500.00

Board of Directors	Date: 11/01/2023	Board	Item # 10050
Contract Management (Internal Purposes Only)			

Other Contracts		Sole Source?	Yes	N/A
Local	Services			N/A

[illegible]

Hilda Flores
Task Manager (Print Name)

Additional Notes: Includes rating and surveillance fees.



Stephanie Haynes
 stephanie.haynes@spglobal.com
 Tel: + 1 (303) 721 4202
 55 Water Street
 New York, NY 10041-0003
 Team Email:
 USPFEengagementLtrs@spglobal.com
 Issue No.: 1775808
 Obligor ID : 23512

October 24, 2023

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

Re: ***US\$88,000,000 San Bernardino County Transportation Authority, California, Sales Tax Revenue Refunding Bonds, Series 2023A, dated: Date of delivery, Public***

Dear Hilda Flores

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

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

1. Fees and Termination.

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

Rating Fee. You agree to pay us a credit rating fee of **\$58,500** plus all applicable value-added, sale, use and similar taxes. S&P Global Ratings reserves the right to adjust the credit rating fee if the proposed par amount changes. Payment of the credit rating fee is not conditioned on S&P Global Ratings issuance of any particular credit rating.

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

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

2. Private and Confidential Credit Ratings.

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

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

If you request a private credit rating under this Agreement, S&P Global Ratings will make such credit rating and related report available by email or through a password-protected website or third-party private document exchange to a limited number of third parties you identify, and you agree not to disclose such credit rating to any third party other than (A) to your professional advisors who are bound by appropriate confidentiality obligations, (B) as required by law or regulation or for regulatory purposes, or (C) for the purpose of preparing required periodic reports relating to the assets owned by a special purpose vehicle that has purchased the rated

obligation, provided that the preparer(s) of the reports must agree to keep the information confidential and the private credit rating shall not be referred to or listed in the reports under the heading "credit rating," "rating" or "S&P rating", and shall be identified only as an "S&P Global Ratings implied rating" or similar term. If a third-party private document exchange is used, you agree to pay a one time administrative fee of \$10,000 in addition to the fees outlined in this Agreement. You also agree to maintain the list of third-parties authorized to access the private credit rating current and to notify S&P Global Ratings in writing of any changes to that list. S&P Global Ratings may make access to the private credit rating subject to certain terms and conditions, and disclose on its public website the fact that the rated entity or obligations (as applicable) has been assigned a private credit rating.

3. Information to be Provided by You.

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

4. Other.

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

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

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

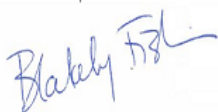
With respect to each rating that you have asked S&P Global Ratings (a "nationally recognized statistical rating organization") to rate under this Agreement, you understand that S&P Global Ratings is required under Rule 17g-7(a)(1)(ii)(J)(1) through (2) under the Securities Exchange Act of 1934 (hereafter "J1/J2"), to determine, ahead of publication of the rating, the entity paying for credit rating services, the role that entity undertakes, and whether the entity paying for credit rating services has also paid S&P Global Ratings for ancillary services during the most recently ended fiscal year. You acknowledge that the undersigned contracted party is the entity responsible for payment of credit rating services, and will, by default, be the legal entity S&P Global Ratings uses for its J1/J2 disclosures, unless otherwise indicated by you. To the extent that you do not expect to pay the fees due under this Agreement directly, you undertake to notify S&P Global Ratings, in writing and in advance of any credit rating publication, of a) the full legal name, address and role of the entity that will be the recipient ("bill-to") of S&P Global Ratings invoices due under this Agreement and b) where different to the bill-to entity, the full legal name, address and role of the entity that will be the payer of invoices; you understand that we cannot use a paying agent or similar intermediary for the purpose of the disclosure. You understand, as

contracting party, your role in enabling S&P Global Ratings to accurately present the disclosure of its credit ratings.

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

Sincerely yours,
Blakely Fishlin

By :



Name: Blakely D. Fishlin

Title: Director, Sr. Lead, Product Management & Development
sh

cc:

Dominic Scattini, Analyst
PFM Financial Advisors LLC

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

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

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

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

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

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

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

"**Data**" means Analytical Data and Client Data;

"**Destination Jurisdiction**" means a jurisdiction in respect of which additional safeguards are required under Applicable Data Protection Law of the Origin Jurisdiction in order lawfully to transfer personal data overseas to that jurisdiction;

"**Origin Jurisdiction**" means any of the following: a jurisdiction within the European Economic Area, the United Kingdom, Switzerland or Dubai International Financial Centre;

"**Permitted Purpose**" means processing in accordance with Applicable Data Protection Law:

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

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

"**Restricted Transfer**" means a transfer of Data from within an Origin Jurisdiction, or that is otherwise subject to Applicable Data Protection Law of an Origin Jurisdiction, to a Destination Jurisdiction;

"**Standard Contractual Clauses**" means the standard contractual clauses (as adopted by European Commission Decision 2021/914 on 4 June 2021) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (a copy of the current version of which is accessible at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj), as completed in the form available at: https://www.spglobal.com/assets/documents/ratings/ratings_scc_controller_to_controller_final.pdf, and which shall be deemed incorporated into this Appendix by reference solely for purposes of Clause 8 of this Appendix and within which you are the "**Data Exporter**" and S&P Global Ratings is the "**Data Importer**", and modified, if appropriate, by the UK Addendum; and

"**UK Addendum**" means the International Data Transfer Addendum to the EU Commission Standard

3. Disclosure of data: Each party will only disclose personal data to each other to process strictly for the Permitted Purpose. You confirm that you are entitled to provide Client Data to S&P Global Ratings for the Permitted Purpose, including obtaining data subject consent where required by Applicable Data Protection Law.

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

5. Notifications: Where required by applicable law, each party ("**Notifier**") will inform the other promptly after any inquiry, communication, request or complaint relating to Notifier's processing of the personal data transferred by the other party to the Notifier under this Appendix which is received from: (i) any governmental, regulatory or supervisory authority, (ii) any data subject or (iii) any other person or entity alleging unlawful or unauthorized processing.

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

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

8. International Transfer of Data:

8.1 This Clause 8 and the Standard Contractual Clauses, as modified by the UK Addendum where required by Applicable Data Protection Law, shall apply only with respect to Data transferred from or relating to residents of an Origin Jurisdiction to S&P Global Ratings and its affiliates in a Destination Jurisdiction.

8.2 S&P Global Ratings may process (or permit to be processed) any Data in any jurisdiction (including any Destination Jurisdiction) or receive and make Restricted Transfers in relation to any Data provided that it does so in accordance with Applicable Data Protection Law.

8.3 To the extent that you are subject to Applicable Data Protection Law, the Standard Contractual Clauses shall: (i) apply, to the extent required by Applicable Data Protection Law, to Restricted Transfers by you (as Data Exporter) to S&P Global Ratings (as Data Importer); (ii) be deemed to be populated with your details as set out in the Agreement; (iii) be incorporated into and made a part of this Appendix; and (iv) be deemed to be executed by you executing the Agreement.

8.4 To the extent that the Standard Contractual Clauses apply between S&P Global Ratings and you:

(a) Where the Origin Jurisdiction is not within the European Economic Area, the Standard Contractual Clauses shall be construed in light of the equivalent provisions of relevant Applicable Data Protection Law of the Origin Jurisdiction insofar as Applicable Data Protection Law permits, and in particular references within the Standard Contractual Clauses: (i) to provisions of the GDPR shall be read as being references to any equivalent provisions in the Applicable Data Protection Law of the Origin Jurisdiction; (ii) to Member States and the Union shall be read as being references to the relevant Origin Jurisdiction; and (iii) to third countries shall be read as being references to the relevant Destination Jurisdiction, in each case as the context requires and (iv) shall be interpreted as modified by the UK Addendum where required by Applicable Data Protection Law;

(b) Each party shall perform its obligations under the Standard Contractual Clauses at its own cost; and

(c) If the Standard Contractual Clauses are amended or replaced, the parties agree to take steps to put in place any amended or replacement version between them, as required by Applicable Data Protection Law.

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

Minute Action

AGENDA ITEM: 18

Date: November 1, 2023

Subject:

Award Contract No. 23-1002922 for the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project – Facility Retrofit

Recommendation:

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

A. Award Construction Contract No. 23-1002922, based on the competitive low bid process, to Houalla Enterprises, Ltd., dba Metro Builders & Engineers Group, Ltd., for the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project: Facility Retrofit, in an amount not-to-exceed \$9,626,571.

B. Approve a Contingency in an amount not-to-exceed of \$962,657.10 and authorize the Executive Director, or his designee, to release as necessary.

C. Allocate an additional \$658,975.55 of Valley State Transit Assistance Population Share funds to the project to fully fund Contract No. 23-1002922 for a new project budget total of \$56,422,975.55.

Background:

The San Bernardino County Transportation Authority (SBCTA), in partnership with the Southern California Regional Rail Authority, expanded the public transit network in the San Bernardino Valley with the operation of the Redlands Passenger Rail, or Arrow Service, beginning on October 24, 2022. One of SBCTA's initiatives is to reduce greenhouse gas emissions and improve air quality. The diesel multiple units purchased for the Arrow Service are powered via a Tier 4 diesel engine "generator" providing power to electric motors at the wheels. SBCTA recognized an opportunity to convert the power generator to an alternative propulsion technology in an effort to produce a low or zero-emission multiple unit (ZEMU) that could run on the existing heavy rail infrastructure, thus reducing air quality impacts while furthering the use of existing rail infrastructure. In April 2018, the California State Transportation Agency awarded SBCTA \$30 million in Transit and Intercity Rail Capital Program (TIRCP) funds to research and develop a ZEMU rail vehicle and construct the infrastructure to fuel and maintain the ZEMU.

On January 4, 2023, the SBCTA Board of Directors (Board) authorized the Executive Director, or his designee, to release the Invitation for Bids (IFB) for construction of the Arrow Maintenance Facility (AMF) Hydrogen Fuel Upgrade Project: Facility Retrofit to support the operations of ZEMU upon approval of the final Plans, Specifications, and Estimates (PS&E) by the San Bernardino County Fire District (County Fire) and the City of San Bernardino (City), and subject to final approval as to form by SBCTA General Counsel. The City approved the plans on August 17, 2023, and County Fire approved the plans on July 3, 2023.

On September 6, 2023, IFB No. 23-1002922 was released for the AMF Hydrogen Fuel Upgrade Project: Facility Retrofit in San Bernardino County with a bid due date of October 10, 2023. A total of 40 bidders were notified and 40 bidders downloaded the solicitation packet. The engineer's estimate for the construction contract was \$6,881,781.00.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

November 1, 2023

Page 2

A Pre-Bid conference was held on September 6, 2023, and seven firms attended. There was one addendum published on October 6, 2023 to PlanetBids. A project site and building tour was conducted on Tuesday, September 12, 2023, and one firm attended.

On October 10, 2023, SBCTA received two bids. The Procurement Analyst reviewed all bids for responsiveness and Houalla Enterprises, Ltd., dba Metro Builders & Engineers Group, Ltd., was the lowest responsive responsible bidder. The two responsive bid results were as follows:

Metro Builders & Engineers Group, Ltd.	\$9,626,571.00
Environmental Construction, Inc.	\$9,982,236.00

The Project Manager reviewed the bid and determined that the bid met all material aspects of the requirements and deemed the bid responsive. Furthermore, the Project Manager performed a bid analysis and deemed that area responsive as well.

Based upon the above, staff is recommending Contract No. 23-1002922 be awarded to Houalla Enterprises, Ltd., dba Metro Builders & Engineers Group, Ltd., in an amount not-to-exceed \$9,626,571., approve a contingency in an amount not-to-exceed \$962,657.10, and authorize the Executive Director, or his designee, to release contingency as necessary. Additionally, staff recommends the Board allocate an additional \$658,975.55 of Valley State Transit Assistance Population Share (STA-Pop) funds to the project to fully fund Contract No. 23-1002922. The contract will be funded in parts with TIRCP, State of Good Repair, and STA-Pop funds.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Joy Buenaflor, Deputy Director of Transit & Rail Programs

Approved
Board of Directors
Date: November 1, 2023

Witnessed By:

Contract No:	<u>23-1002922</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Transit</u>
Vendor No.:	<u>TBD</u>	Vendor Name:	<u>Metro Builders & Engineers Group, Ltd.</u>
Description:	AMF Retrofit Project		

Dollar Amount					
Original Contract	\$	9,626,571.00	Original Contingency	\$	962,657.10
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	9,626,571.00	Total Contingency Value	\$	962,657.10
	Total Dollar Authority (Contract Value and Contingency)			\$	10,589,228.10

Board of Directors Date: 11/01/2023 Board Item # 9913

N/A

[illegible]

Task Manager (Print Name)

Attachment: CSS 23-1002922 [Revision 1] (9913 : Award Contract No. 23-1002922 for the AMF H2 Upgrade Project – Facility Retrofit)

CONTRACT 23-1002922**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****HOULLA ENTERPRISES, LTD, dba
METRO BUILDERS & ENGINEERS GROUP, LTD.****FOR****ARROW MAINTENANCE FACILITY HYDROGEN FUEL UPGRADE: AMF
RETROFIT**

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 Houalla Enterprises, Ltd., dba Metro Builders & Engineers Group, Ltd. ("CONTRACTOR") whose address is 2610 Avon Street, Newport Beach, CA 92663. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, SBCTA has determined that it requires modification to the existing Arrow Maintenance Facility (AMF) to safely operate and maintain a hydrogen-battery hybrid rail vehicle ; 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 23-1002922 (IFB) dated **September 6, 2023**; bid dated October 10, 2023; the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished; Project Plans and Specifications dated **August 21, 2023** ; Addenda No.1;

Special Provisions issued **September 6, 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 10 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 Million, Four Hundred Ninety-Seven Thousand, Seven Hundred Seventy-One (\$9,497,771.00)**, 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.

IFB 23-1002922 Arrow Maintenance Facility Hydrogen Fuel Upgrade: AMF Retrofit Bid						
ITEM NO.		DESCRIPTION	UNIT	QTY		TOTAL COST
1		Mobilization, Temporary Facilities, Demobilization	LS			\$896,200.00
2		Survey and Staking	LS			\$43,750.00
3		Contractor Quality Control & Testing	LS			\$161,600.00
4		Contract Close-out Tasks	LS			\$183,100.00
5		Permits	Allowance			\$45,000
6		Removal of Hazardous or Contaminated Materials	Allowance			\$200,000
		Sitework				
7		Sitework - Demolition and Removals	LS			\$476,208.00
8		Sitework - Sanitary Sewer	LS			\$61,600.00
9		Sitework - Water	LS			\$767,260.00
10		Sitework - Stormwater	LS			\$51,685.00
11		Sitework - Underground Electrical	LS			\$334,800.00
12		Sitework - Generator, ATS, Docking Station	LS			\$111,197.00
13		Sitework - Main Switchboard	LS			\$104,832.00
14		Sitework - Modular Building	LS			\$287,085.00
15		Sitework - All Other Improvements	LS			\$332,328.00
		Fire Pump Building (FPB)				
16		FPB - Concrete	LS			\$80,350.00
17		FPB - Masonry	LS			\$92,554.00
18		FPB - Roofing	LS			\$70,713.00
19		FPB - Mechanical	LS			\$89,600.00
20		FPB - Fire Protection	LS			\$865,000.00
21		FPB - Electrical	LS			\$84,672.00
22		FPB - Architectural	LS			\$72,650.00
		AMF Building (AMFB)				
23		AMFB - Structural Steel and Miscellaneous Metals	LS			\$192,264.00
24		AMFB - Architectural	LS			\$34,375.00
25		AMFB - Mechanical	LS			\$514,380.00
26		AMFB - Fire Protection	LS			\$1,005,000.00
27		AMFB - Hydrogen & Flame Detection System	LS			\$521,920.00
28		AMFB - Electrical - Replace Existing in Classified Area	LS			\$599,200.00
29		AMFB - Electrical - New Subpanels & Circuits	LS			\$259,840.00

Attachment: 23 -1002922 (9913 : Award Contract No. 23-1002922 for the AMF H2 Upgrade Project – Facility Retrofit)

IFB 23-1002922 Arrow Maintenance Facility Hydrogen Fuel Upgrade: AMF Retrofit Bid						
ITEM NO.		DESCRIPTION	UNIT	QTY		TOTAL COST
30		AMFB - Electrical - Lighting	LS			\$487,200.00
31		AMFB - Electrical - ZEMU Charging Stations	LS			\$173,600.00
32		AMFB - Electrical Cut-over - Existing to New Systems	LS			\$118,608.00
		Systems Integration - Transition Existing to New Systems				
33		Equipment & System Start-up	LS			\$100,800.00
34		Mechanical & Electrical Systems Integration	LS			\$50,400.00
35		Equipment & Systems Commissioning	LS			\$28,000.00
		TOTAL BID PRICE				\$9,497,771.00
36		Bid Alternate – SCE Power: Added cost to revise the scope of work related to SCE providing a new larger transformer and power feed described by Drawing E-1011-ALT				\$128,800.00

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 is exercised.

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. PERIOD OF PERFORMANCE

CONTRACTOR agrees to achieve Substantial Completion of the Work within 430 calendar days after the effective date of the Notice to Proceed and agrees to achieve Final Completion, including all work and Project Closeout tasks, within 490 calendar days after the effective date of the full NTP. Refer to Specifications Section 01 31 99, Period of Performance, for additional requirements related to the Project Schedule and the Contract Period of Performance.

9.1 Limited Notice to Proceed:

SBCTA will employ a two-step Notice to Proceed process. As a condition precedent to the issuance of the Limited Notice to Proceed (LNTP), the CONTRACTOR shall furnish the Performance Bond, Payment Bond, and the signed Agreement. The CONTRACTOR is not authorized to perform any other work until the CONTRACTOR has received the Limited Notice to Proceed from the SBCTA. Should the CONTRACTOR begin Work in advance of receiving the Limited Notice to Proceed, such Work shall be considered as having been done at the CONTRACTOR's own risk and expense. The Limited Notice to Proceed will constitute a notice to proceed with specified Work tasks and deliverables.

9.2 Notice to Proceed:

SBCTA will not issue the Notice to Proceed until all LNTP submission requirements and tasks, specified in more detail in Specification Section 01 31 99, are satisfactorily met by the CONTRACTOR. The NTP will permit the CONTRACTOR to commence construction activities and perform other work tasks at the project site.

SBCTA will provide written notice to the CONTRACTOR establishing the First Charged Day to be no earlier than sixty (60) days after the LNTP, and at its sole discretion, the SBCTA may establish the First Charged Day to be up to one hundred twenty (120) days after the LNTP. The CONTRACTOR shall not make any claim for additional costs or time if SBCTA exercises its right to postpone the issuance of the NTP beyond 60 days after LNTP.

SBCTA will notify the CONTRACTOR in writing a minimum of seven (7) days prior to SBCTA's readiness to establish the date of the First Charged Day. The calculated Substantial Completion date shall be identified in SBCTA's Notice to the CONTRACTOR which establishes the date of the First Charged Day.

Any delay to the issuance of the NTP caused by the CONTRACTOR's failure to satisfy the pre-NTP requirements within sixty (60) days after the LNTP shall be deemed to be a CONTRACTOR-caused delay. The SBCTA has the right to establish the First Charged Day to be as early as sixty (60) days after the LNTP, regardless of whether the pre-NTP requirements have been satisfactorily met by the CONTRACTOR, or not.

9.3 Substantial Completion:

CONTRACTOR shall complete all work necessary to achieve Substantial Completion as described in Section 01 77 00, Substantial Completion, within the number of days indicated above.

9.4 Final Completion:

CONTRACTOR shall complete all work necessary to achieve Final Completion as described in Section 01 77 00, Substantial Completion, and Section 01 77 19, Project Closeout, within sixty (60) calendar days after the Substantial Completion date.

9.5 Milestone 1 Completion:

Intermediate Milestone 1 is the completion of the work necessary to provide electrical power and communication connections to the Hydrogen Fueling Station site at the time when power is needed to energize the Hydrogen Fueling Station. CONTRACTOR shall complete all work necessary to achieve Milestone 1 within eighty (80) calendar days after 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.

10.1.2 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 EEO Officer: CONTRACTOR will designate and submit to SBCTA in writing the EEO Officer who will have the responsibility for and is capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate authority 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 ensure 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, 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 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. 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

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 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 **\$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 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.

17.2 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.

17.3 Commercial Auto Insurance – 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 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.

17.4 Workers' Compensation/Employer's Liability Insurance: The policies must include the following:

- D. Coverage A. Statutory Benefits
- E. Coverage B. Employer's Liability
- F. Bodily Injury by accident - \$1,000,000 per accident
- G. 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.

17.5 Cyber Liability Insurance: appropriate to the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR. If not covered under the CONTRACTOR's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONTRACTOR'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 CONTRACTOR.

17.6 Professional Liability:

- A limit of liability not less than \$3,000,000 per claim
- An annual aggregate limit of not less than \$6,000,000
- Coverage shall be appropriate for the CONTRACTOR'S profession and provided services to include coverage for errors and omissions arising out of the CONTRACTOR'S professional services, or services of any person employed by the CONTRACTOR, or any person for whose acts, errors, mistakes or omissions the CONTRACTOR 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 CONTRACTOR begins to perform Work under this Contract.
 - CONTRACTOR shall secure and maintain "tail" coverage for a minimum of three (3) years after Contract completion.

17.7 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 \$100,000.00. The policy may have sub-limits equal to the contract value plus soft cost, unless contract value is greater than \$5,000,000 and then not less than the following:

Earthquake	\$5,000,000.00
Flood	\$1,000,000.00

17.8 Contractor’s Pollution Liability Insurance: The policy must include the following:

- \$2,000,000 per claim or occurrence limits/\$4,000,000 in the aggregate
- 1. 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.

17.9 Railroad Protective Liability Insurance (RRPL):

There are two or more active rail owners/operators in close proximity to the location of the work under this contract. BNSF and Metrolink may require RRPL insurance throughout the term on this agreement. Proposers should contact both railroad operators and satisfy themselves of the requirements (if any) for a right of entry permit and the insurance requirements.

Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of the 3rd party railroad(s) 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.

17.8 General Provisions

- 17.8.1 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.
- 17.8.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation, Cyber 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, Southern California Regional Rail Authority (operating as Metrolink) 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 the Additional Insureds to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.
- 17.8.3 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.
- 17.8.4 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 five (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.

- 17.8.5 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.
- 17.8.6 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.
- 17.8.7 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.
- 17.8.8 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.

- 17.8.9 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.
- 17.8.10 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.
- 17.8.11 Higher limits. The Insurance obligations under this agreement shall be the greater of 1- 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.
- 17.8.12 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.
- 17.8.13 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.

17.8.14 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.

17.8.15 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.

17.8.16 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, Southern California Regional Rail Authority (operating as Metrolink) and their 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. All deliverables requested by SBCTA shall be furnished within five (5) working days.

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 the event of any conflict the order of precedence shall apply as follows:

1. SBCTA Contract
2. Invitation for Bid (IFB) and Bidder's Bid
3. Notice to Bidders
4. Special Provisions
5. Technical Specifications
6. Project Plans

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 or email during regular business hours; (b) on the first business day following delivery by fax or email 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: METRO BUILDERS & ENGINEERS GROUP, LTD.	To: SBCTA
2610 Avon Street,	1170 W. 3rd Street, 2nd Floor
Newport Beach, CA 92663	San Bernardino, CA 92410-1715
Attn: Fouad Houalla	Attn: Joy M. Buenaflor
2nd Contact:	Cc: Procurement Manager/procurement@gosbcta.com
Email: estimating@metrobuilders.com	Email: jbuenaflor@gosbcta.com
Phone: (949) 515-4350	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 **Five Thousand Dollars (\$5,000)** per each calendar day of delay.

Separately should the CONTRACTOR fail to complete all work described as Intermediate Milestone 1 within eighty days (80) of start of project, 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 **Five Thousand Dollars (\$5,000)** per each calendar day of delay.

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, there is 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 twenty (20) 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.

During performance of work by the Contractor, a separate contractor will be building the Hydrogen Fueling Station located just west of the project site. That separate contractor will be utilizing the same access gate to the site utilized by the Contractor. Refer to the Technical Specifications for more information about the Hydrogen Fueling Station work.

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, and railroads (49 CFR Parts 200 through 272). 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.
- 32.3 Certain Work under the Contract shall be performed within railroad right-of-way or shall be accessed via railroad right-of-way owned by SBCTA and operated by SCRRA (Metrolink) and BNSF; therefore, CONTRACTOR and CONTRACTOR's employees, agents and representatives shall fully comply with SCRRA's (Metrolink) rules, regulations, restrictions, codes of conduct, standards, procedures, and safety obligations. Any deviations from same will require the advance written approval of SCRRA as applicable.

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

INTENTIONALLY OMITTED.

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 will not relieve it from responsibility for difficulty or cost of interpretations made by CONTRACTOR on the basis of available information.

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.

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

-----SIGNATURES OF FOLLOWING PAGE-----

**METRO BUILDERS & ENGINEERS
GROUP, LTD.**

By: _____
 Fouad Houalla
 Chief Executive Officer

Date: _____

Licensed in accordance with an act
 providing for registration of contractors.

 License Number

 Federal Employer
 Identification Number

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

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

Date: _____

APPROVED AS TO FORM

By: _____
 Julianna K. Tillquist
 General Counsel

Date: _____

CONCURRENCE

By: _____
 Shaneka M. Morris
 Procurement Manager

Date: _____

Attachment: 23 -1002922 (9913 : Award Contract No. 23-1002922 for the AMF H2 Upgrade Project – Facility Retrofit)

Minute Action

AGENDA ITEM: 19

Date: November 1, 2023

Subject:

Smart County Early Action Plan Update

Recommendation:

That the Board, acting as the San Bernardino Council of Governments:

- A. Receive a report and update on the Smart County Master Plan; and
- B. Recognize the completion of service for the Emerging Technology Ad Hoc Committee.

Background:

On October 6, 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) created an Emerging Technology Ad Hoc Committee (Ad Hoc) with the intent to look broadly at Transportation Technology. Early discussions of the Ad Hoc began with options for signal synchronization projects, smart corridors, and other technologies that could be implemented across the region. However, it became clear that development of a strategic plan identifying needs, early action options, and a build-out plan that provides the cities and county a projects list, funding opportunity information, and a prioritization of potential initiatives to consider would be a valuable resource to focus future technology implementation countywide. The Ad Hoc directed staff to identify funding options, including potential contributions from the County of San Bernardino (County) to complete a plan, as well as having a joint procurement for consultant support on the San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) using SBCTA funds.

On December 7, 2022, the Board accepted \$1,000,000 from the County to complete the full funding for the development of the Smart County Master Plan (SCMP). In addition to the County contribution, SBCTA contributed \$500,000 in Measure I Valley Transportation Management System (TMS) funds, inclusive of \$250,000 in contingency funds if necessary, for development of the SCMP in combination with the SBVCTSS. The SCMP is envisioned to be a guide for the region in identifying and prioritizing projects that improve the infrastructure and telecommunications in the region. The SCMP is divided into 2 phases, the Early Action Plan and the full Master Plan. The Early Action Plan, which identifies the “low hanging fruit” that the region can implement should there be resources available, has been completed and is attached to this agenda item. With the completion of the Early Action Plan, staff is moving forward with development of the full Master Plan, anticipated to be completed by the end of 2024.

Included in the recommendations for consideration in the Early Action Plan are intersection and arterial corridor related technology improvements. In July 2021, the Board allocated funding to a Haven Avenue corridor pilot project to implement technology in the corridor to improve operations. In addition, the Board allocated \$5,000,000 of Measure I Valley TMS funds to future SBVCTSS projects pending completion of the Haven Avenue pilot project and the SCMP. The Haven Avenue project included implementation of closed-circuit television cameras, video detection systems and communications infrastructure. These improvements provide significant benefits to the local jurisdictions through improved signal and corridor monitoring, reliable

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

Board of Directors Agenda Item

November 1, 2023

Page 2

communication, video surveillance and connectivity to local jurisdictions and California Department of Transportation as well as the travelling public through reduced travel times, increased speeds and fewer delays.

The Ad Hoc has provided guidance on moving the SCMP forward and, with the milestone of the Early Action Plan achieved, has directed staff to bring further updates and information to the regular standing committees. The Ad Hoc initially had an expiration date of December 2022, and that was extended to December 2023. Considering the progress made and that the Ad Hoc has provided sufficient direction to staff for the success of the Smart County Master Plan, the Ad Hoc recommends completing its term of service effective immediately.

Financial Impact:

This item has no financial impact to the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item has not received prior policy or technical advisory committee review. The COG Ad Hoc Committee directed this item be brought directly to Board.

Responsible Staff:

Monique Reza-Arellano, Chief of COG and Equity Programs

Approved
Board of Directors
Date: November 1, 2023

Witnessed By:

SMART COUNTY MASTER PLAN



EARLY ACTION PLAN

August 2023 Draft

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Table of Abbreviations and Acronyms

Abbreviation or Acronym	Definition
ATIS	Advanced Traveler Information System
CAD	Computer Aided Dispatch
CCTV	Closed-Circuit Television
CFI	Charging and Fueling Infrastructure
CHP	California Highway Patrol
CPUC	California Public Utilities Commission
ECC	Emergency Communications Center
EMS	Emergency Management Services
GHG	Greenhouse Gas
IE PSOP	Inland Empire Public Safety Operations Platform
IERBC	Inland Empire Regional Broadband Consortium
ISP	Internet Service Provider
ITS	Intelligent Transportation Systems
NOFO	Notice of Funding Opportunities
SBCOG	San Bernardino County of Governments
SBCTA	San Bernardino County Transportation Authority
SBVCTSS	San Bernardino Valley Coordinated Traffic Signal System
SWOT	Strengths, Weaknesses, Opportunities, Threats
ZEV	Zero Emission Vehicle

0 Executive Summary

The San Bernardino Council of Governments (SBCOG) leadership, in coordination with the SBCTA/SBCOG Emerging Technology Ad Hoc Committee and the full SBCTA/SBCOG Board, initiated a Smart County Master Planning process to ensure technology investments are aligned with the overall goals and objectives of the region. With the overall Master Plan, SBCOG is looking to:

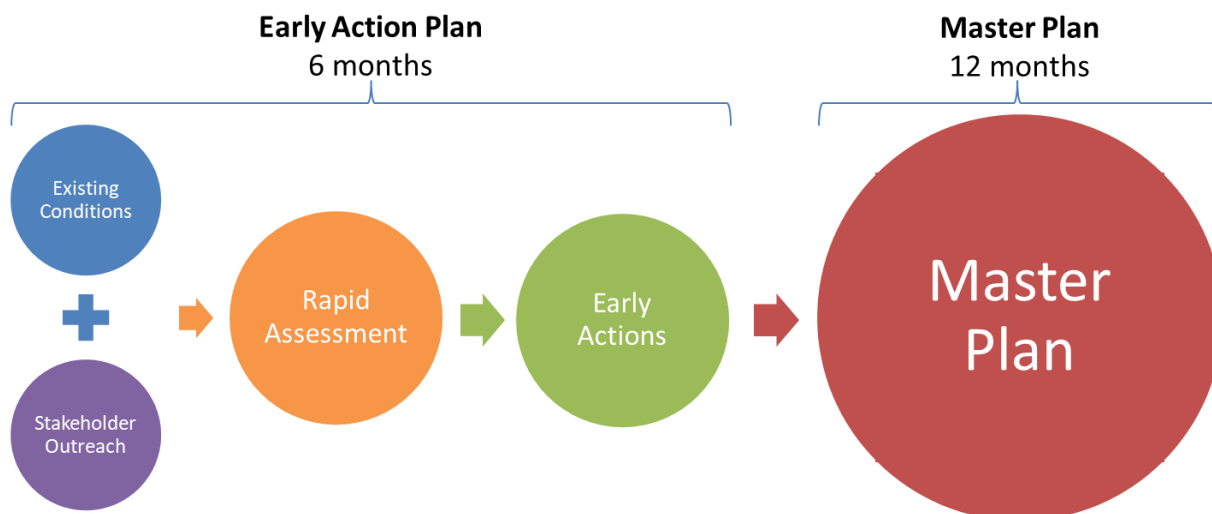
- Promote Clean and Sustainable Transportation,
- Enhance Traffic Flow and Connectivity,
- Improve Quality of Life through Universal Broadband Access, and
- Rewrite the Narrative by promoting advancements and celebrating early wins to incentivize living and working in this region of Southern California.

The Smart County Master Plan (Smart County MP) supports the overarching goals of the SBCTA/SBCOG Emerging Technology Ad Hoc Committee and the SBCTA/SBCOG Board, which is composed of one representative from each of the 24 incorporated cities and towns in San Bernardino County, and the five supervisorial districts of San Bernardino County.

The Emerging Technology Ad Hoc Committee is serving as the guiding committee for this effort. Additionally, a group of information technology representatives from the county and several cities are providing key technical input. Substantial funding for this Master Plan has been provided from San Bernardino County.

This Early Action Plan, the first step in the Smart County Master Planning effort, culminates a six-month effort involving existing conditions analysis and extensive stakeholder outreach (see **Exhibit 0-1: Planning Process**). The thrust of the Early Action Plan is to identify focus areas for further study in the Master Plan, and to identify projects and/or programs – preferably within the high priority focus areas – that represent “early wins” for the subsequent overall Master Planning effort. The Early Action Plan will be followed by a more detailed yearlong Smart County Master Planning effort that will result in medium- and longer-term solutions. The Master Plan is scheduled to kick off in the 4th quarter of calendar year 2023.

Exhibit 0-1: Planning Process



Stakeholders consulted for the Early Action Plan included city policy makers, city managers, and transportation and IT professionals from across the region. They were engaged through surveys, interviews, and collaborative meetings and identified the following three priorities:

EARLY ACTION PLAN

August 2023

Public Safety – Stakeholders identified public safety as a top priority more consistently than any other topic. Although the overall crime rate in San Bernardino County has been steadily decreasing the past five years¹, violent crimes have increased and there is still a strong perception that more needs to be done to address public safety. This priority involves using technology to bolster security measures and create safer communities. The overarching aim is to establish a secure environment where residents can conduct their daily activities with an assured sense of safety and security.

Transportation – On average, San Bernardino County residents' commute times are longer than all nearby regions including Las Vegas, Los Angeles, and San Diego.² On the positive side, coming out of the COVID pandemic, the percentage of people commuting alone dropped from 80% to 73% in 2021, which is lower than it was a decade prior in 2011. Although vehicle collisions resulting in injury or death dropped significantly in 2020, they've rebounded to approximately pre-pandemic levels.³ Stakeholders are looking to transform transportation systems through the application of innovative technologies.

Bridging the Digital Divide – Expanding the reach of digital connectivity is a core value in the Smart County initiative that reflects a commitment to fair access and opportunities to all San Bernardino County residents. San Bernardino County lags the California average (6.7%) with approximately 12.1% fewer overall households served at speeds greater than 25Mbps download/3Mbps upload⁴. Over 25% of households in numerous San Bernardino County zip codes do not have computer or internet connection⁵.

Based on these priorities, an assessment of the existing conditions data, and more specific input received from stakeholders, the following early action projects were identified (see **Exhibit 0-2**):

Exhibit 0-2: Early Action Projects Mapped to Priorities

	Public Safety	Transportation	Bridging the Digital Divide
Broadband Access: Building on the State Middle-Mile Broadband Initiative, bridge the broadband access gap between local networks and the middle mile fiber optic infrastructure, focusing on underserved areas and key local agency network integration points.			✓
Smart Intersections: Deploy smart intersection technology at strategic locations to improve safety and efficiency, information sharing, and communication, and offer amenities improving quality of life.		✓	
Smart Corridors: Implement Smart Corridor pilots to extend the principles of smart intersections along entire traffic corridors, to		✓	

¹ San Bernardino County Community Indicators: Crime Rate. Available at: <https://indicators.sbcounty.gov/safety/crime-rate/>. Accessed on August 20, 2023.

² San Bernardino County Community Indicators: Mobility. Available at: <https://indicators.sbcounty.gov/transportation/mobility/>. Accessed on August 20, 2023.

³ San Bernardino County Community Indicators: Traffic Safety. Available at: <https://indicators.sbcounty.gov/transportation/traffic-safety/>. Accessed on August 20, 2023.

⁴ <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/broadband-mapping/docs-uploaded-2023/household-deployment-by-county-as-of-dec-31-2021.pdf>

⁵ https://scag.ca.gov/sites/main/files/file-attachments/report_of_digital_divide_within_the_scag_region.pdf?1646941482

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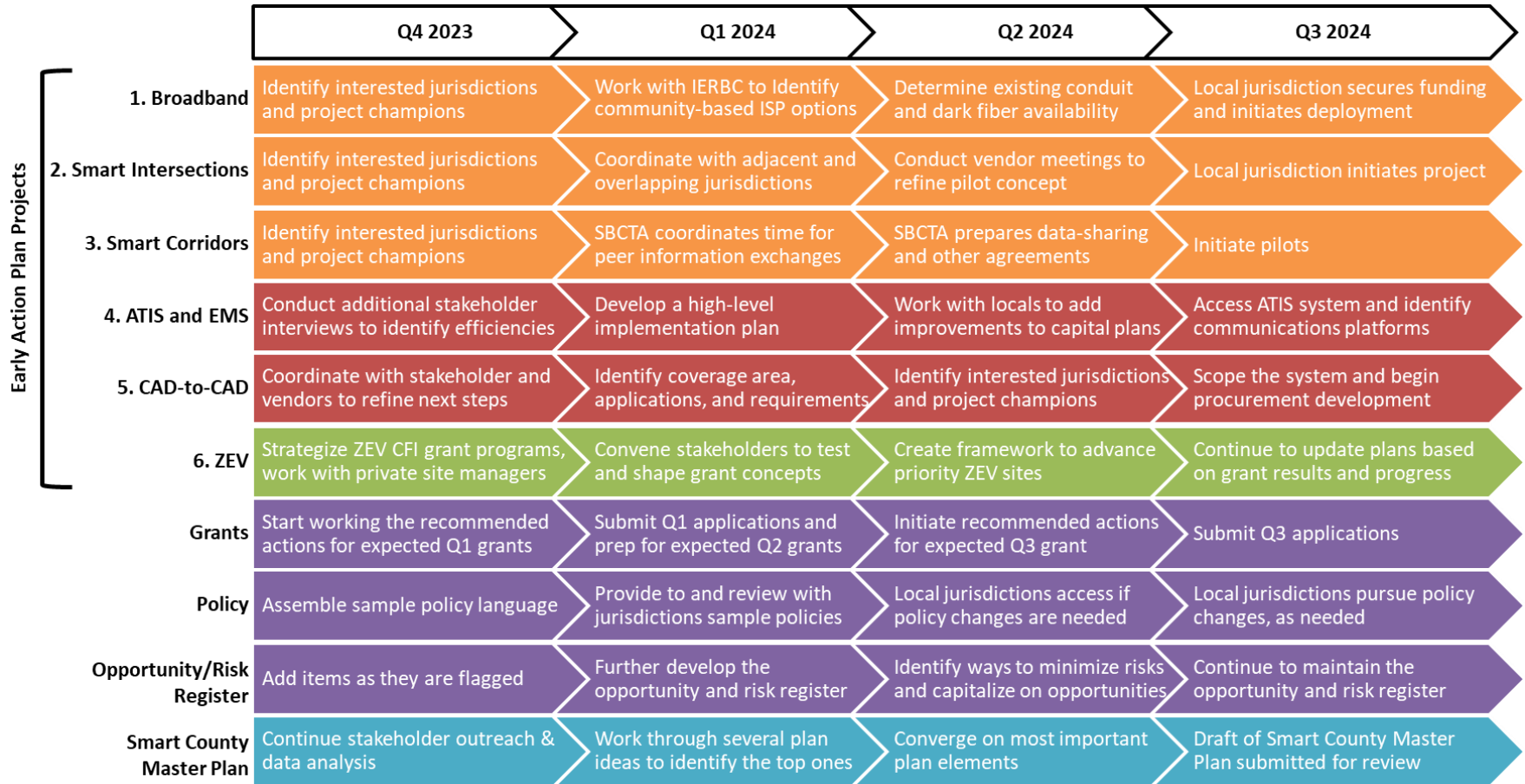
	Public Safety	Transportation	Bridging the Digital Divide
facilitate smoother traffic flow, enhance safety, reduce travel times, and minimize environmental impact. Capture lessons learned to inform wider deployment across the county.			
Traveler Information and Emergency Medical Services (EMS): Integrate Advanced Traveler Information Systems (ATIS), video surveillance of key locations, and automation of emergency signage into EMS to make responses more efficient, effective, and timely.	✓	✓	
CAD-to-CAD: Leverage existing Computer Aided Dispatch (CAD) systems known as Inland Empire Public Safety Operations Platform (IE PSOP) to connect neighboring Emergency Communications Centers ECCs, that provide fire, rescue, and EMS communications and coordination, and other cooperating agencies through a cloud-hosted communications system interface known as CAD-to-CAD.	✓		
ZEV: Proactively secure funding for charging and fueling infrastructure for zero-emission passenger vehicles and trucks, through collaboration between SBCTA/SBCOG and local jurisdictions throughout San Bernardino County. SBCTA to focus on public agency-led grant applications with charging/fueling vendor partners, while encouraging local jurisdictions to develop zero-emission charging/fueling sites and apply for funding on their own in parallel.	✓	✓	

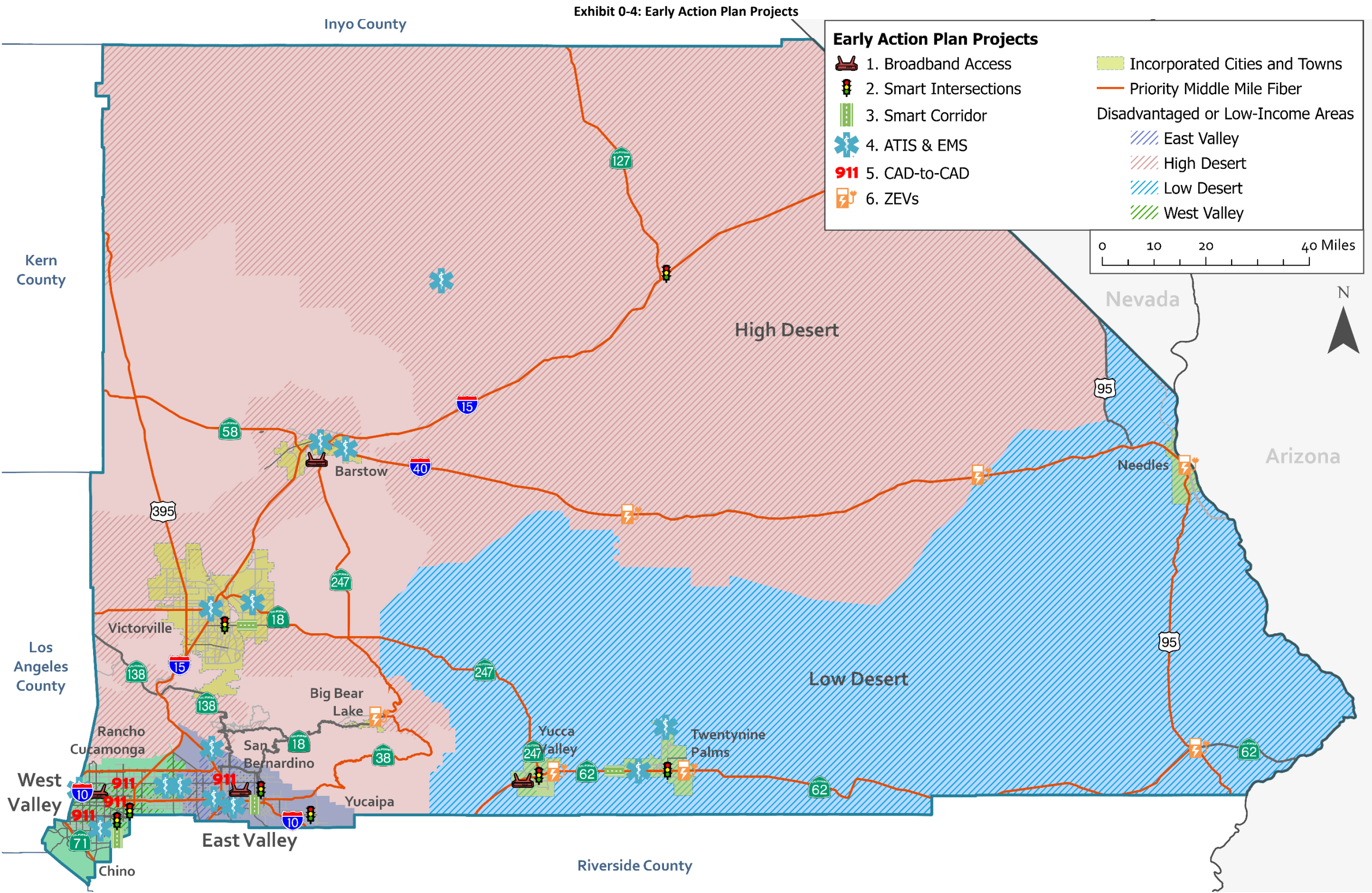
Exhibit 0-3 provides “early win” next steps that can be taken in the coming year in parallel with the upcoming Master Planning effort. These next steps are consistent with the high priority focus areas identified through outreach efforts; and they support execution of the identified Early Action Projects. In the case of the first three sets of projects – broadband deployments, smart intersections, and smart corridors – local agencies will now confirm or declare their interest and identify a local champion to move the projects forward. In the case of ATIS and EMS, CAD-to-CAD, and ZEV, SBCTA will continue to support concept and implementation planning in coordination with member agencies and will transition these projects to a local champion later in the process, as appropriate. Initial recommended locations identified for the six early action projects are shown in **Exhibit 0-4**. Next steps for grants, policies, and a risk/opportunity register were also identified to support the overall Smart County efforts.

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Exhibit 0-3: SBCTA Early Action Plan Next Steps





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1 Introduction

The San Bernardino Council of Governments (SBCOG) initiated a Smart County Master Plan (Smart County MP) to guide the decision-making and development processes to ensure that actions and technology investments in San Bernardino County are aligned with the overall goals and objectives of the region. It will provide recommendations for short- and long-term solutions taking into consideration existing infrastructure and upcoming developments and represents investments that provide efficiencies in delivery of government services that have a useful life for as long as technology allows.

The Smart County MP supports the overarching goals of the San Bernardino County Transportation Authority (SBCTA)/SBCOG Emerging Technology Ad-Hoc Committee and the full SBCTA/SBCOG Board, which is composed of one representative from each of the 24 incorporated cities and towns in San Bernardino County, and the five supervisorial districts of San Bernardino County.

The Emerging Technology Ad-Hoc Committee is serving as the guiding committee for this effort, and a group of information technology representatives from the county and several cities are providing key technical input. Substantial funding has been provided from San Bernardino County.

The Smart County MP will analyze existing conditions, identify opportunities and challenges, and recommend strategies to achieve specific goals related to transportation, infrastructure, sustainability, and other key factors including:

- Improved Government Operations
- Improved Mobility
- Enhanced Public Safety
- Improved Economic Viability
- Attainment of Climate Goals
- Distribution of benefits that address the digital divide in San Bernardino County.

Phase One – This Early Action Plan: This Early Action Plan is the first phase of the Smart County MP and provides a basic county-level framework that identifies needs and establishes levels of opportunity based on the varying characteristics in the region. This basic framework will seek to identify short-term solutions and investments that position SBCOG’s member agencies to take advantage of relevant federal and state grant programs.

Phase Two – Longer Term Solutions and Investments: The second phase of the Smart County MP will provide longer term solutions and investment opportunities within the overall framework. SBCOG member agencies will be responsible for obtaining funding for initiatives that support the Smart County MP, as well as managing and operating their own assets, programs, and systems. SBCOG will provide grant application assistance and will facilitate multi-agency efforts, but is not anticipated to own or operate Smart County assets or systems.

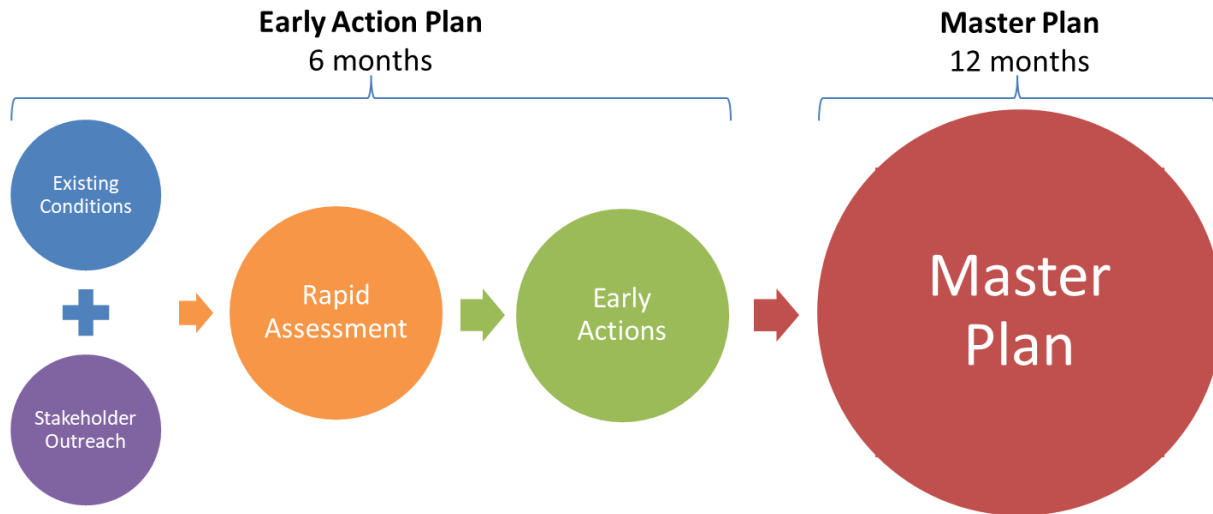
Early Action Plan Development Process: This Early Action Plan culminates a six-month effort (see **Exhibit 1-1**) to understand existing conditions, gather stakeholder feedback, and use this collective understanding to perform a rapid assessment and lay the groundwork for development and funding of some higher-priority projects. Much of the information gained during this early action planning process will also be used to shape the focus and direction of the master planning effort that will kick-off in August 2023.

The Early Action Plan focuses on actionable steps that address the needs identified in the initial existing conditions and outreach meeting efforts. This early stage is designed to take these inputs and identify specific “early win” projects or initiatives that can be started immediately and can serve as building blocks to the more comprehensive efforts that will be identified as part of the overall Smart County MP.

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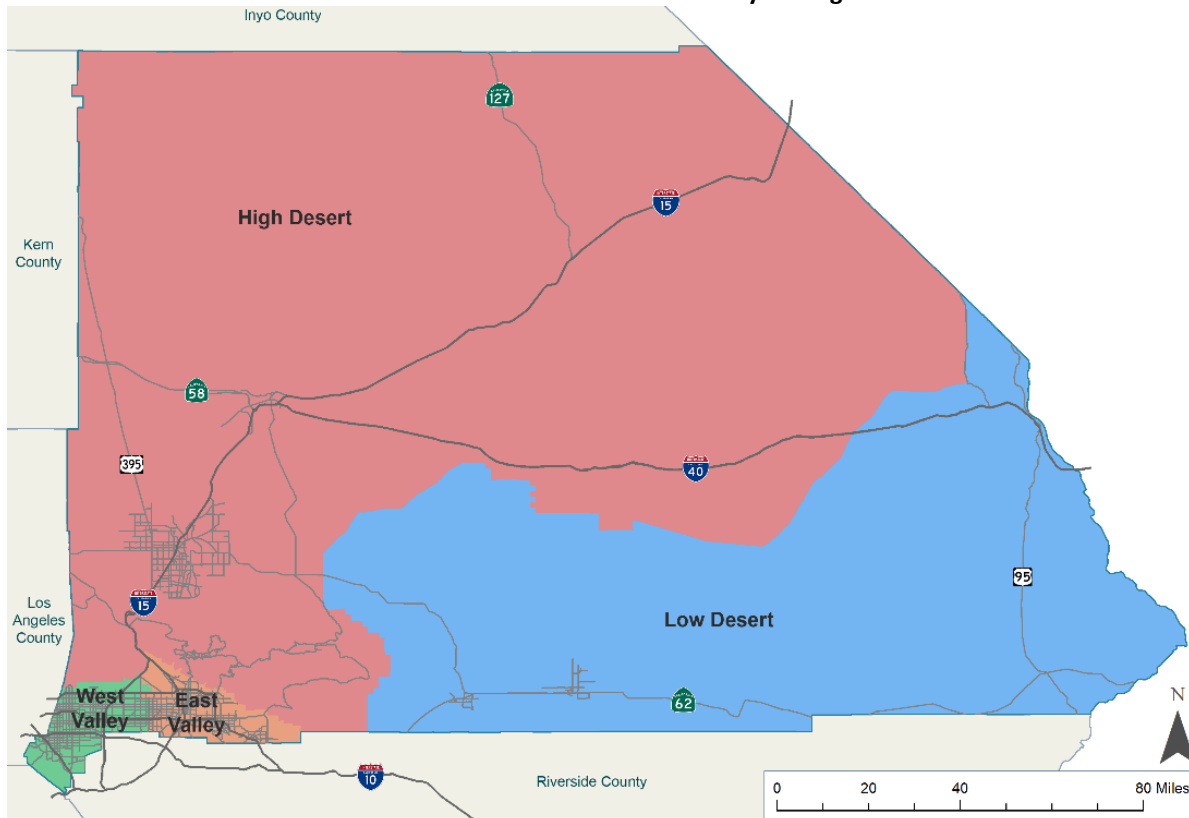
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Exhibit 1-1: Planning Process



The Four Subregions of San Bernardino County: As the largest county in the continental United States, staying connected and being technologically current can be a challenge. The Smart County MP is aimed at addressing this and finding ways to leverage the region's strengths to its advantage. When discussing some of the existing conditions, stakeholder outreach, and recommendations, this plan is often divided into the four geographically diverse subregions shown in **Exhibit 1-2**.

Exhibit 1-2: San Bernardino County Subregions



2 Existing Conditions Report Highlights

San Bernardino County is the most geographically expansive county in the contiguous United States. It is comprised of 24 incorporated cities and towns plus unincorporated areas, with over 2.2 million residents, primarily residing in the southwestern region of the county. The Existing Conditions Report for this Smart County effort was finalized in July 2023 and assesses the current state of San Bernardino's technology infrastructure, systems, and their operational capacities and capabilities. That report should be referenced for a full detailing of existing conditions. Several key highlights include:

- **Major Logistics Hub:** San Bernardino County is a major logistics hub with over 300 million square feet of warehouse/distribution space and freight moving via the multiple freeways, railways, and through airports in the region.
- **Transportation Infrastructure:** Major transportation infrastructure such as the I-10, I-15, I-40, SR-60, SR-210, and I-215 freeways, passenger rail systems consisting of three Metrolink lines, Arrow service with new multiple-unit trainsets, from San Bernardino to Redlands, Amtrak, and the proposed Brightline High Speed Rail from Rancho Cucamonga to Las Vegas serve as key connections. Most of the interstates are well covered with dynamic message signs (DMS) and Closed-Circuit Television (CCTV) monitoring, and managed lanes with dynamic tolling are being added to both I-10 and I-15 in the San Bernardino Valley, over time.
- **Municipalities Operate Traffic Signals:** Each municipality is responsible for maintaining and operating their own traffic signals, each operating with varying levels of resources for operational monitoring. The majority of the local agencies manage traffic and traffic signals through a mix of traffic signal control software. Most arterial roadway intersections in the county feature field equipment to monitor and manage traffic signals.
- **Data Management:** San Bernardino County uses ArcGIS and a publicly available, online, Open Data portal to inform decision making, Office 365 for internal office productivity and data management, and other niche software such as Iteris ClearGuide⁶ for transportation analysis.
- **Emergency Management:** The San Bernardino County Office of Emergency Service (OES) coordinates emergency management and assists cities and entities within the county by providing technical assistance to municipalities and non-government organizations (NGOs) within the county and liaises between the state and federal partners⁷. Communication infrastructure in place to support emergency management include the Integrated Public Alert and Warning System, run by the U.S. government; the Telephone Emergency Notification System, overseen by the San Bernardino County Sheriff and Fire Department; and emergency vehicle signal preemption at many locations.
- **Air Quality:** Significant disparities in air quality and related health risks across different communities also stand out, particularly in areas near major transportation corridors and industrial facilities that produce higher pollution levels and health hazards. The San Bernardino Valley and Mountains are in the South Coast Air Quality Management District, which is classified as being in "extreme" non-attainment for ozone. The northern and eastern desert areas of San Bernardino County are in the Mojave Desert Air Quality Management District. Portions of the Mojave Desert Air Quality Management District are designated non-attainment for ozone. It should be noted that both air districts, together with the State of California, have initiatives to transition vehicle fleets to zero-emission over the next several decades. substantial amount of state and federal funding has become available, but it is largely distributed through competitive grants. Given its air quality challenges, San Bernardino County should seek to secure its share of this funding for both passenger vehicles and trucks.

⁶ Iteris. 2023. "Traffic Analytics Software." Available at: <http://www.iteris.com/oursolutions/traffic-analytics-software>. Accessed May 16, 2023.

⁷ San Bernardino County Fire Department. 2023. "About Office of Emergency Services." Available at: <https://sbcofire.org/aboutoes/#:~:text=About%20OES,risk%20to%20San%20Bernardino%20County>. Accessed July 5, 2023.

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- Bridging the Digital Divide – Availability and Affordability of Broadband Access:** Many stakeholders contacted for this project were concerned about having available and affordable broadband access for lower income households. Each subregion presents unique challenges in terms of internet and technological access. **Exhibit 2-1** highlights the percentage of households with no internet or with no computing devices (computers, tablets, smart phones) in San Bernardino County, compared to California. Current efforts to tackle these issues include the allocation of significant federal and state funding, highlighted by the State of California Middle-Mile Broadband Initiative that aims to commission 832 miles of fiber in San Bernardino County by the end of 2026. Despite the availability of low-cost plans for internet access in populated areas, there remain significant gaps, notably around the East Valley and Low Desert subregions.

Exhibit 2-1: Households Without Internet and Computing Devices in San Bernardino County

Region	Population	Households without a Computing Device (%)	Households with No Internet (%)
California	39,346,023	5.7%	8.7%
San Bernardino County	2,162,532	5.3%	8.8%
East Valley	669,636	7.0%	11.4%
West Valley	908,539	3.8%	6.5%
High Desert	505,761	5.1%	8.6%
Low Desert	78,596	8.6%	11.9%

Readers of this report are also referred to a range of transportation and sustainability initiatives on the Transportation Planning page of the SBCTA/SBCOG website at www.gosbcta.com. Among these is the 2021 Countywide Transportation Plan (CTP), which is undergoing a major update through the Long-Range Multimodal Transportation Plan for San Bernardino County⁸.

3 Stakeholder Outreach

Stakeholder outreach, a vital step to ensure informed decision-making is central to the Smart County early action planning process and the overall master plan. A broad spectrum of stakeholders including city policy makers, city managers, and transportation and IT professionals across the region were engaged through surveys, interviews, and collaborative meetings. Their feedback shaped the Early Action Plan focus areas.

3.1 Meetings

Exhibit 3-1 and **Exhibit 3-2** below shows the outreach completed to date for the project.

Exhibit 3-1: Stakeholder Interviews

Stakeholder	Interview Date	Stakeholder	Interview Date
City of Montclair	3/20/2023	City of Big Bear	4/7/2023

⁸ San Bernardino County Transportation Authority. "Countywide Transportation Plan" Available at: <https://www.gosbcta.com/plan/countywide-comprehensive-transportation-plan/>.

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Stakeholder	Interview Date	Stakeholder	Interview Date
City of Apple Valley	3/28/2023	4 th District	3/20/2023
City of Colton	3/29/2023	5 th District	4/12/2023
City of Twentynine Palms	3/30/2023	Caltrans	6/5/2023
City of Needles	4/5/2023	Inland Empire Regional Broadband Consortium	3/28/2023
City of Ontario	4/5/2023	CONFIRE	4/3/2023

Key Take-aways – Caltrans Meeting:

Middle-mile fiber should be accessed at interchanges as opposed to intermediate access points between interchanges.

Local agencies can use Caltrans fiber for transportation purposes.

In some of the more urban areas the California Department of Technology (CDT) has decided to lease fiber instead of installing it.

Exhibit 3-2: Stakeholder Presentations

Presentations	Details & Date
City/County Manager's Technical Advisory Committee	Committee Meeting, 2/15/23 and 6/1/2023
Emerging Technology Ad Hoc Committee Meeting	Committee Meeting, 3/8/23 and 5/10/23
Transportation Technical Advisory Committee	Committee Meeting, 5/1/23
Group Presentations and Discussion	City of Highland, City of Loma Linda, City of Redlands, City of Victorville, City of Yucca Valley, County of San Bernardino, City of Fontana
Public Safety Meetings	San Bernardino County Sheriff's Department, 5/10/2023 City of Chino Police Department, 5/30/2023
Other	IT Working Group, 6/8/2023

In addition to the one-on-one meetings and presentations a Success Management Workshop was conducted on June 14, 2023, with the Emerging Technology Ad Hoc Committee. This committee is comprised of senior leaders from the county, cities, and local planning agencies including County Supervisors, SBCTA staff, city/town council members, mayors, and various other municipal staff involved with the community. See section 3.2.2 of this document and **Exhibit 3-3** for the workshop outcomes.

3.2 Outcomes

Priorities and a vision for near-term Smart County efforts were established through the feedback received from stakeholders, the assessment of current systems, and identification of opportunities for funding. Strengths,

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weaknesses, opportunities, and threats to this vision were also identified and are discussed in this section. Feedback from the subregions was critical throughout the process, as local jurisdictions will be implementing most of the early action and master plan projects. Identification of initiatives for the Early Action Plan are particularly critical at this time because of funding opportunities coming from a range of agencies in the State of California and the infusion of federal funding for transportation, technology, and sustainability initiatives contained in the Infrastructure Investment and Jobs Act (IIJA, also known as the Bipartisan Infrastructure Law or BIL) of 2021 and the Inflation Reduction Act (IRA) of 2022. Both pieces of federal legislation open substantial opportunities for funding technology-based solutions in transportation, digital connectivity, and sustainability.

3.2.1 Priorities

Based on stakeholder surveys and several dialogues noted previously, priorities for the Early Action Plan were pared down and directed to three categories: public safety, transportation, and the digital divide as summarized below.

Public Safety

Stakeholders identified public safety as a top priority more consistently than any other topic. Although the overall crime rate in San Bernardino County has been steadily decreasing the past five years⁹, violent crimes have increased slightly and there is still a strong perception that more needs to be done to address safety. This priority involves using technology to bolster security measures and create safer communities. The overarching aim is to establish a secure environment where residents can conduct their daily activities with an assured sense of safety and security. Priorities include:

- **Homelessness:** technology-based tools to help address homelessness, as from 2022 to 2023 there was a 26% year over year increase in homelessness; and a 29% increase in people in shelters.¹⁰
- **Technological Assistance for Law Enforcement:** to include capabilities to assist with vehicle tracking, crime prevention, mitigation of vandalism, suspect identification, etc. Additional License Plate Readers (LPRs) and video surveillance were listed as important components of this strategy.
- **CAD-to-CAD systems:** to improve emergency response coordination.
- **Information Sharing Among Agencies:** collaboration and data sharing between law enforcement, emergency services and public safety agencies.

Transportation

On average, San Bernardino County residents' commute times are longer than all nearby regions including Las Vegas, Los Angeles, and San Diego.¹¹ On the positive side, coming out of the COVID pandemic, the percentage of people commuting alone dropped from 80% to 73% in 2021, which is lower than it was a decade prior in 2011. Although vehicle collisions resulting in injury or death dropped significantly in 2020, they've rebounded to

⁹ San Bernardino County Community Indicators: Crime Rate. Available at: <https://indicators.sbcounty.gov/safety/crime-rate/>. Accessed on August 20, 2023.

¹⁰ The Sun. "Homelessness climbed 26% last year in San Bernardino County". Available at: <https://www.sbsun.com/2023/04/26/homelessness-climbed-26-last-year-in-san-bernardino-county/>. Accessed on August 20, 2023.

¹¹ San Bernardino County Community Indicators: Mobility. Available at: <https://indicators.sbcounty.gov/transportation/mobility/>. Accessed on August 20, 2023.

approximately pre-pandemic levels.¹² Stakeholders are looking to transform transportation systems through the application of innovative technologies. Priorities include:

- **Smart Intersections and Smart Corridors:** this includes enhanced traffic signal synchronization, improved coordination across jurisdictions and with Caltrans, possible coordination with trucking schedules and focus on specific high-volume corridors in the San Bernardino Valley and Victor Valley.
- **Traveler Information:** providing consistent and real-time communications during disasters and adverse weather conditions across jurisdictions. This could include enhanced video surveillance of key locations and automation of emergency signage.
- **Zero-Emission Vehicle (ZEV) Initiatives:** California's high population concentrations, mountainous terrain, and warm climate lead to air pollution. As a result, California has an aggressive target of selling only zero-emission new cars and light trucks by 2035.¹³ Competitive state and federal grant programs are currently available to support this transition. San Bernardino County has more unhealthy and very unhealthy air quality days and a worse air quality index than almost all peer cities including Miami, Las Vegas, San Diego, and Los Angeles¹⁴, and needs to secure grant funding to ease the financial burden of the alternative fuel transition.
- **Data Sharing Across the Region:** establishing secure and efficient mechanisms to share data.

Bridging the Digital Divide

This priority of expanding the reach of digital connectivity reflects a commitment to fair access and opportunities to all San Bernardino County residents. San Bernardino County lags the California average, having approximately 6 percent fewer households considered to be served and having speeds less than 25Mbps download/3Mbps upload¹⁵. Over 25% of households in numerous San Bernardino County zip codes do not have computer or internet connection¹⁶. Priorities include:

- **Equitable Broadband Access:** affordable and reliable high-speed internet access for all communities.
- **Focus on Disadvantaged and Underserved Communities:** prioritize resources and initiatives to bridge the digital divide. About 7 percent of all Disadvantaged Communities as defined by California state law under Senate Bill 535 (SB 535) are in San Bernardino County. SB 535 designated Disadvantaged Communities are entitled to minimum funding levels from California's Cap-and-Trade Program¹⁷.

Equity in where and how these priorities are addressed will be an overarching focus as the county integrates smarter infrastructure and software solutions.

3.2.2 Goals

A "Success Management Workshop" was held with the SBCTA/SBCOG Emerging Technology Ad-Hoc Committee on June 14, 2023. The workshop consisted of a visioning exercise to brainstorm and collaboratively establish a shared

¹² San Bernardino County Community Indicators: Traffic Safety. Available at: <https://indicators.sbcounty.gov/transportation/traffic-safety/>. Accessed on August 20, 2023.

¹³ California Air Resources Board. Available at: <https://ww2.arb.ca.gov/>. Accessed on August 20, 2023.

¹⁴ San Bernardino County Community Indicators: Air Quality. Available at: <https://indicators.sbcounty.gov/environment/air-quality/>. Accessed on August 20, 2023.

¹⁵ CPUC (California Public Utilities Commission). December 2021. "State of California Fixed Consumer Broadband Deployment." Available at: <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/broadband-mapping/docs-uploaded-2023/household-deployment-by-county-as-of-dec-31-2021.pdf>

¹⁶ Jamshid Damooei, Ph.D. Damooei Global Research. "Digital Divide Within the SCAG Region." Available at: https://scag.ca.gov/sites/main/files/file-attachments/report_of_digital_divide_within_the_scag_region.pdf?1646941482.

¹⁷ CA OEHHA (California Office of Environmental Health Hazard Assessment). May 2022. "SB 535 Disadvantaged Communities." Available at: <https://oehha.ca.gov/calenviroscreen/sb535>

vision of success for the Smart County program. The vision for San Bernardino County is to evolve into a pioneering Smart County, where innovative transportation systems and state-of-the-art technologies contribute to clean air, improved traffic flow, universal broadband connectivity, improved government operations, and an enhanced quality of life for all residents.

During the workshop, input was grouped into themes that were used to establish the following goals:

- **Promote Clean and Sustainable Transportation:** Revolutionize transportation within San Bernardino County by championing zero-emission mobility options and paving the way for clean air vehicles. The County aspires to establish itself as a leader in hydrogen and electric fueling infrastructure, underlining its commitment to environmental sustainability.
- **Enhance Traffic Flow and Connectivity:** SBCTA strives to collaborate with key stakeholders to devise and implement landmark solutions for improving traffic conditions. SBCTA will focus on enhancing and connecting traffic signals, using advanced technology to increase safety and optimize traffic flow and air quality. The overarching goal is to significantly reduce traffic congestion and contribute to a more efficient and safer transportation network.
- **Improve Quality of Life through Universal Broadband Access:** Bridging the digital divide has been shown to support education and career advancement, wages and standard of living, and public health and safety¹⁸. Recognizing the digital divide in its communities, SBCTA/SBCOG seeks to provide broadband access to disadvantaged and underserved areas in San Bernardino County to realize these benefits.
- **Rewrite the Narrative:** As noted, San Bernardino County leaders are committed to collaborative efforts, enhancing existing partnerships, and creating new ones to improve residents' quality of life. This goal involves better promoting advancements and early wins to incentivize living and working in this region of Southern California.

3.2.3 SWOT Analysis Summary

The Success Management Workshop also included a Strengths, Weaknesses, Opportunities, Threats (SWOT) exercise, where participants identified internal strengths and weaknesses and external opportunities and threats to realizing a Smart County future. The frame of reference for the SWOT analysis was the entire county, but with the technological angle in mind. This input informs the Early Deployment Recommendations section of this Early Action Plan.

Exhibit 3-3: SWOT Analysis

S	W
Land Availability: Potential for future development Economic Growth: Continued economic development showing positive growth trends Skilled Workforce: Availability of a strong and skilled workforce Relative Affordability: Housing is more accessible due to lower costs Job Opportunities: A wide variety of opportunities across income scales Housing Diversity: Various types catering to different demographic segments Resilient Community: Demonstrated resiliency, ability to bounce back from challenges	Geographical Barriers: Vast geographical expanse increases the cost of implementing developments and services Infrastructure: Needs modernization and improvement Power Accessibility: Difficulty in sourcing electricity for new developments including residential and industrial projects Resource Constraints: Large geographic size imposes constraints on resources, making efficient allocation and management challenging Safety Perception: Negative external views regarding community safety Job Deficiency: Shortage of high-paying jobs, which can impact economic mobility and income distribution

¹⁸ US Department of Education, Office of Educational Technology. "Advancing Digital Equity for All: Community-Based Recommendations for Developing Effective Digital Equity Plans to Close the Digital Divide and Enable Technology-Empowered Learning". Page 14. September 2022. Available at: https://tech.ed.gov/files/2022/09/DEER-Resource-Guide_FINAL.pdf. Accessed on: August 20, 2023.

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Strong Partnerships: Established relationships and partnerships that foster collaboration Political Vision: Clear political vision guiding the community Quality Living: High standards of life, making it a desirable place to live Committed Leadership: Dedicated to progress and community enhancement	Homelessness: 30% of SB County homeless are located in SB City Unfavorable PR: County not being publicized properly Economic Dominance: Proximity to and in competition with an economically dominant region to the west (Los Angeles and coastal regions)
O	T
Population Growth: More people moving into the SB region Sustainable Logistics: Opportunity to clean up transport sector Aligned Leadership: Local leaders aligned on priorities Workforce: Young average age, 7 educational institutions, good trade training Grant Application Support: Assistance required in grant applications, along with the need for a strategic Smart County Plan featuring shelf-ready projects for effective grant applications Equal Opportunity Access: A need to ensure that all areas, including less developed and remote regions, have equal access to opportunities similar to more prosperous regions Federal Funding: Unprecedented levels due to IJA Other Funding: Need shovel-ready projects to get additional grants	Educational Attainment: 81% high school graduation rate ¹⁹ , 58% of graduates attend college within 12 months ²⁰ – both lower than state averages Density of Warehousing: Limits other / future opportunities; community concerns over expansion State Priorities: Not always consistent with local needs

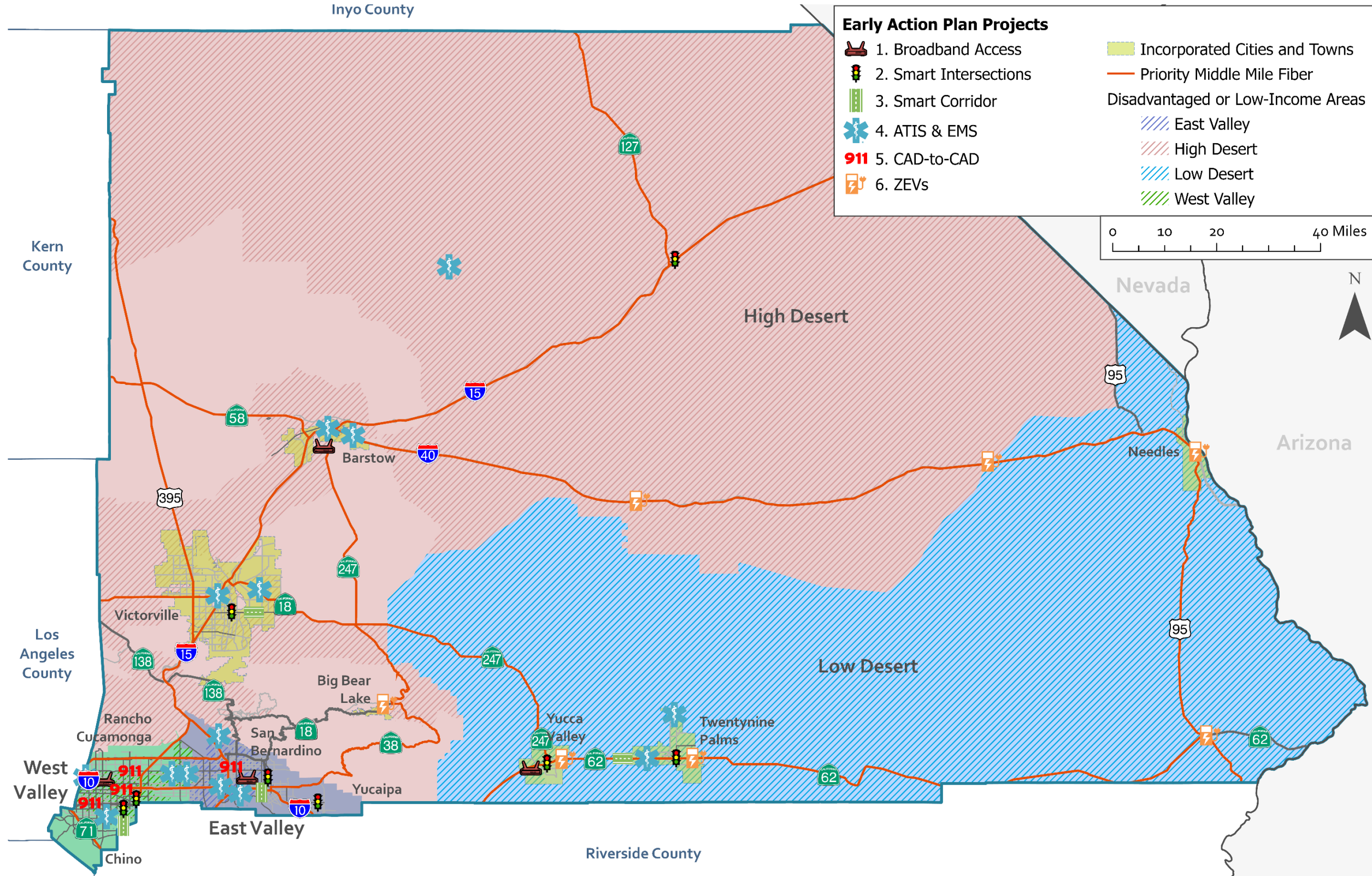
4 Early Action Recommendations

Based on stakeholder outreach, three Smart County regional priorities were identified: public safety, transportation, and bridging the digital divide. The recommended early action projects and next steps presented in this chapter are intended to serve as quick wins to jumpstart the region's Smart County efforts and establish momentum going into the master planning phase. These early action projects are grouped into six categories including: 1. Broadband Access, 2. Smart Intersections, 3. Smart Corridors, 4. ATIS for EMS, 5. CAD-to-CAD, and 6. ZEV (**Exhibit 4-1: Early Action Plan Projects Overview**) To be effective, these projects should be led by local jurisdictions except where they connect multiple jurisdictions, in which case more SBCTA/SBCOG involvement is appropriate. Each project is paired with a specific problem that has been identified and context and next steps are provided.

¹⁹ San Bernardino County. "Educational Attainment." Available at: <https://indicators.sbcounty.gov/education/educational-attainment/>. Accessed 28 August 2023.

²⁰ San Bernardino County. "College and Career Readiness." Available at: [https://indicators.sbcounty.gov/education/college-readiness/#:~:text=College%2DGoing%20Rates,-San%20Bernardino%20County's&text=Over%20half%20\(58%25\)%20of,the%20statewide%20rate%20of%2064%25](https://indicators.sbcounty.gov/education/college-readiness/#:~:text=College%2DGoing%20Rates,-San%20Bernardino%20County's&text=Over%20half%20(58%25)%20of,the%20statewide%20rate%20of%2064%25). Accessed 28 August 2023.

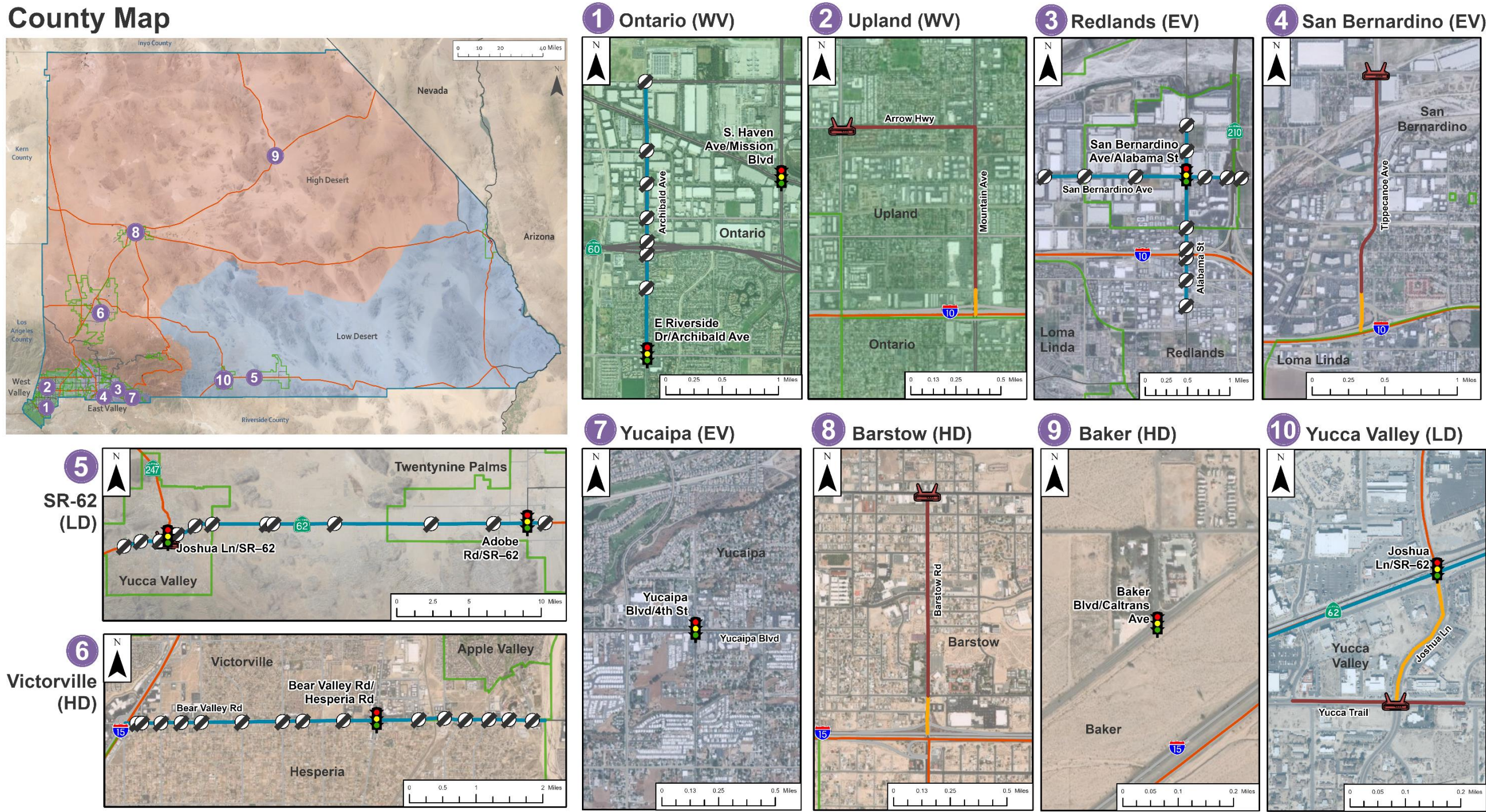
Exhibit 4-1: Early Action Plan Projects Overview



4.1 Early Action Plan Proposals/Projects (Locations Identified)

For the 1. Broadband Access, 2. Smart Intersections, and 3. Smart Corridors categories, specific locations have been identified already based on research and stakeholder input and are shown in more detail in **Exhibit 4-2**.

Exhibit 4-2: Broadband, Smart Intersection, and Smart Corridor Location Maps



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4.1.1 Broadband Access

The Need Limited broadband access (88% in San Bernardino County compared with 93% in CA) disproportionately impacts low population density and remote regions²¹.

Recommended Project Building on the State's Middle-Mile Broadband Initiative, bridge the broadband access gap between local networks and middle mile physical fiber optic infrastructure, focusing on underserved areas and key local agency network integration points. A high-level map of the Middle-Mile Broadband Initiative is shown in **Exhibit 4-3**.

Context

Broadband Definition Change: While the FCC's historic definition of Broadband was 25/3Mbps (download/upload speeds), recent California Public Utilities Commission (CPUC) rulemaking has revised the target to 100/100Mbps (or 100/20Mbps where impractical)²². This paradigm shift emphasizes the need for wireline fiber connectivity to underserved communities, as opposed to reliance on wireless or other atypical methods.



Exhibit 4-3: State Middle Mile Broadband Initiative

State Middle-Mile Broadband initiative: Caltrans is currently working to deploy fiber optic conduit within Caltrans right-of-way on interstate and state highways, and San Bernardino County is slated to receive the most mileage of any county in the state²³. Conduit deployment is slated through 2026. It is important to capitalize on this new fiber availability and direct development of last mile connections that increase digital access to disadvantaged communities and bridge the digital divide. Residential communities that are nearest to middle mile networks (near freeways and state routes) will be the focus of this planning effort. Communities far from middle mile fiber would likely be better served by connecting to existing ISP networks, rather than creating a new last mile connection from middle mile fiber to extend service to these areas, as it is cost prohibitive and redundant to extend fiber from the middle mile network where there are much more suitable locations that impose less costs to construct.

Challenging Terrain: Geography in some of San Bernardino County's outlying communities poses a challenge to implementing equitable access to wired broadband internet because mountainous and desert terrain require costly construction, which deters initial deployment. While Caltrans continues to deploy conduit to host the middle

²¹ CPUC (California Public Utilities Commission).2023. "State of California Fixed Consumer Broadband Deployment." Available at: <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/broadband-mapping/docs-uploaded-2023/household-deployment-by-county-as-of-dec-31-2021.pdf>

²² CPUC (California Public Utilities Commission).2023. "CPUC Adopts Program Rules To Bring Broadband to Communities Most in Need." Available at: <https://www.cpuc.ca.gov/news-and-updates/all-news/cpuc-adopts-program-rules-to-bring-broadband-to-communities-most-in-need>. Accessed June 27, 2023.

²³ CDT (California Department of Technology). 2023. "Statewide Construction Evaluation Map of 10,000 miles of proposed build." Available at: <https://site-cammhi.hub.arcgis.com/pages/statewide-middle-mile-network-map>. Accessed June 27, 2023.

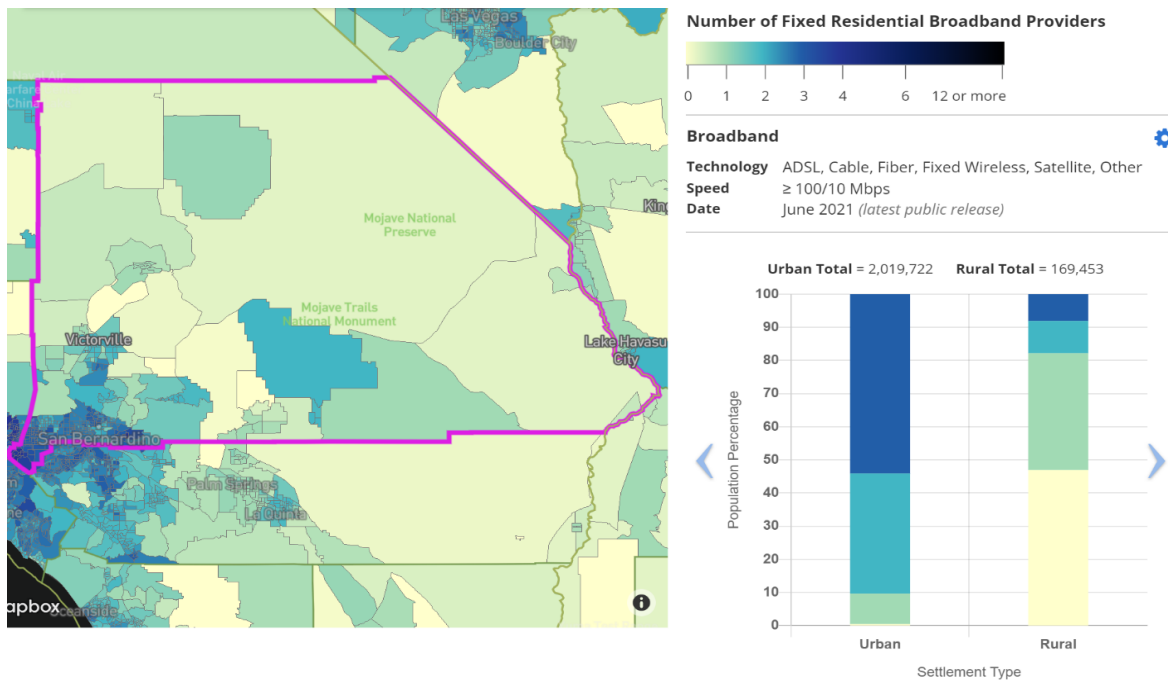
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mile fiber, it will take time for that fiber to reach these outlying communities. In the meantime, these communities would be best served through satellite internet providers, fixed wireless connections, or other forms of high bandwidth point-to-point wireless internet, despite limitations that impact reliability.

Identifying Disadvantaged Communities: Approximately 47% of rural areas in San Bernardino County have no access to broadband providers and there is a significant provider gap between the High and Low Desert and the San Bernardino Valley, as shown in **Exhibit 4-4** below.

Exhibit 4-4: Fixed Residential Broadband Providers



Source: [FCC Fixed Broadband Deployment](#)

Methodology:

The maps were sourced from the CPUC with data including 2023, using two mapping tools:

- The Federal Funding Account Map²⁴: displays California Department of Finance designated low-income locations and California EPA designated disadvantaged communities, as well as broadband speed and availability information.
- The California Interactive Broadband Map²⁵: displays maximum download speeds per census block, with slower internet speeds indicating unserved/underserved census blocks.

The CPUC uses GIS software to display the various map layers and unserved locations. The GIS software aggregates unserved locations (households without speeds of 25 Mbps downlink, 3 Mbps uplink) into 1/10th of a square

²⁴ CPUC (California Public Utilities Commission). 2023. "California Public Utilities Commission Federal Funding Account". Available at: <https://federalfundingaccountmap.vetro.io/map#5.65/37.393/-116.87>. Accessed July 10, 2023.

²⁵ CPUC (California Public Utilities Commission). 2023. "California Interactive Broadband Map". Available at: <https://www.broadbandmap.ca.gov/>. Accessed July 10, 2023.

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kilometer hexagonal areas, which are then ranked based on number of unserved locations. These areas are called out as “Mass Market Unserved.” Areas that were most disadvantaged, possessing a greater number of unserved locations, were then referenced with the CPUC Interactive Broadband Map, which displays internet speed by census block. Additional cross-referencing with map layers displaying the availability of non-legacy technology confirms that the installation of fiber optic conduit from the State’s Middle-Mile Broadband Initiative would be the preferential method of bridging the digital divide. Lastly, analysis of terrain maps confirms that the areas intended to be served are residential. Lack of existing broadband service in the areas identified for potential last mile enhancements is a critical factor, because the CPUC has identified that new community-based ISPs can expect “take rates” of 45% or above when establishing themselves in areas where they compete only against Weak DSL class of existing service. The “take rate” is the percentage of the potential market that will subscribe to newly offered broadband service.

Regions that were identified as currently having high-speed internet may still include households that cannot connect to it due to a lack of affordable options or awareness surrounding affordable connection options where available. Increasing the amount of available fiber optic cable for consumers use may bring down costs and increase accessibility of high-speed connections, especially in areas where bandwidth is near or at capacity.

Proposed Locations: While additional analysis at the census block level is needed to identify and prioritize all those lacking the infrastructure to provide high-speed connectivity, four unserved/underserved subregions have been identified with characteristics enabling impactful and efficient improvements: West Valley, City of Upland; East Valley, City of San Bernardino; High Desert, City of Barstow; and Low Desert, City of Yucca Valley. Characteristics of each subregion are provided below.

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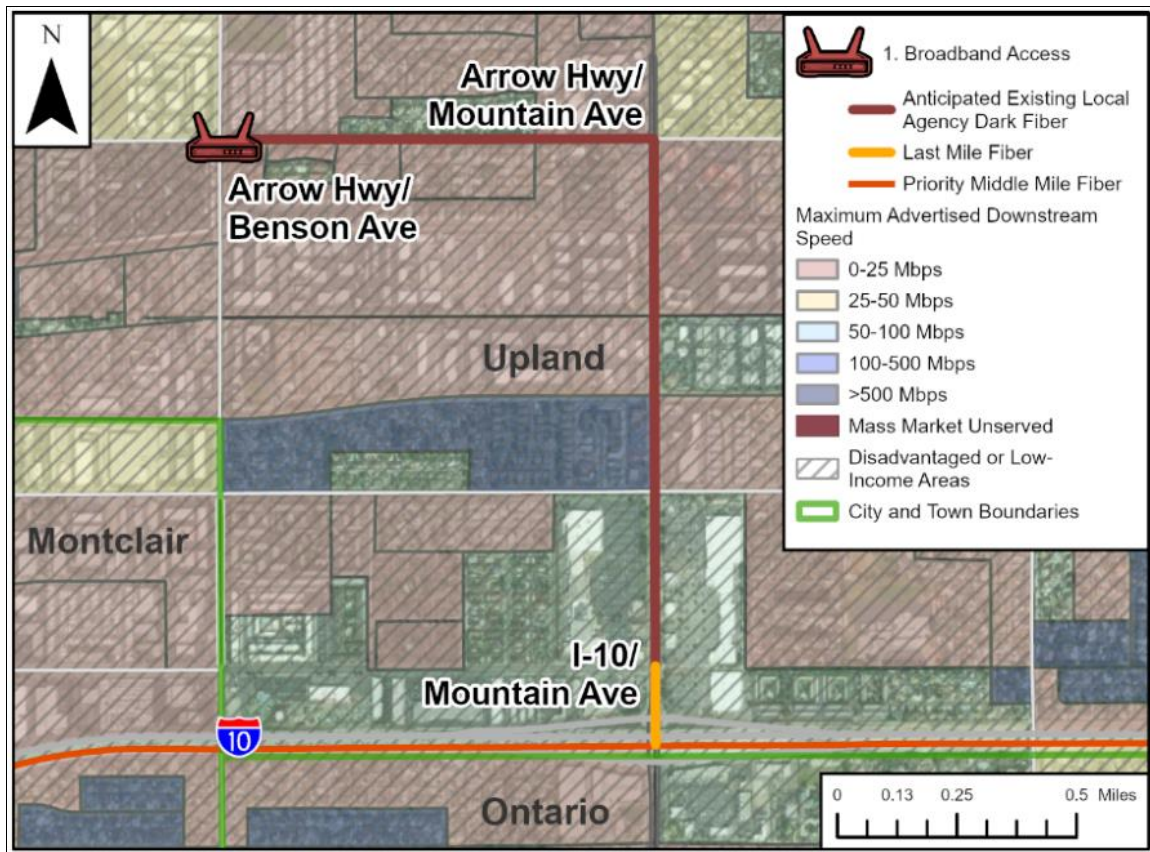
West Valley, City of Upland

The census block at which the proposed agency connection ends has two mobile home communities and an elementary school that currently lack adequate internet speeds and infrastructure to qualify as served.

This could be reached by an agency in the area through construction or a leased line. **Exhibit 4-5** shows the existence of higher speed internet along the proposed route. Connection to Middle Mile fiber could be made from I-10 to S. Mountain Ave. where the freeway interchange is located. The fiber would then terminate at W. 7th St./N. Mountain Ave. Caltrans currently operates a signal at I-10 EB ramp/N. Mountain Ave. that is connected via fiber optic cable that may provide free conduit space for a Last Mile connection.

An agency connection could be made from this Last Mile Terminus to this census block by extending north along N. Mountain Ave. and then west along W. Arrow Hwy, terminating at the intersection of W. Arrow Hwy./N. Benson Ave. There is non-legacy wireline technology present immediately off I-10, but there is likely a need for fiber deployment along W. Arrow Hwy. to connect to this census block, to impact more individuals in communities lacking adequate internet access.

Exhibit 4-5. Broadband Access – West Valley, City of Upland



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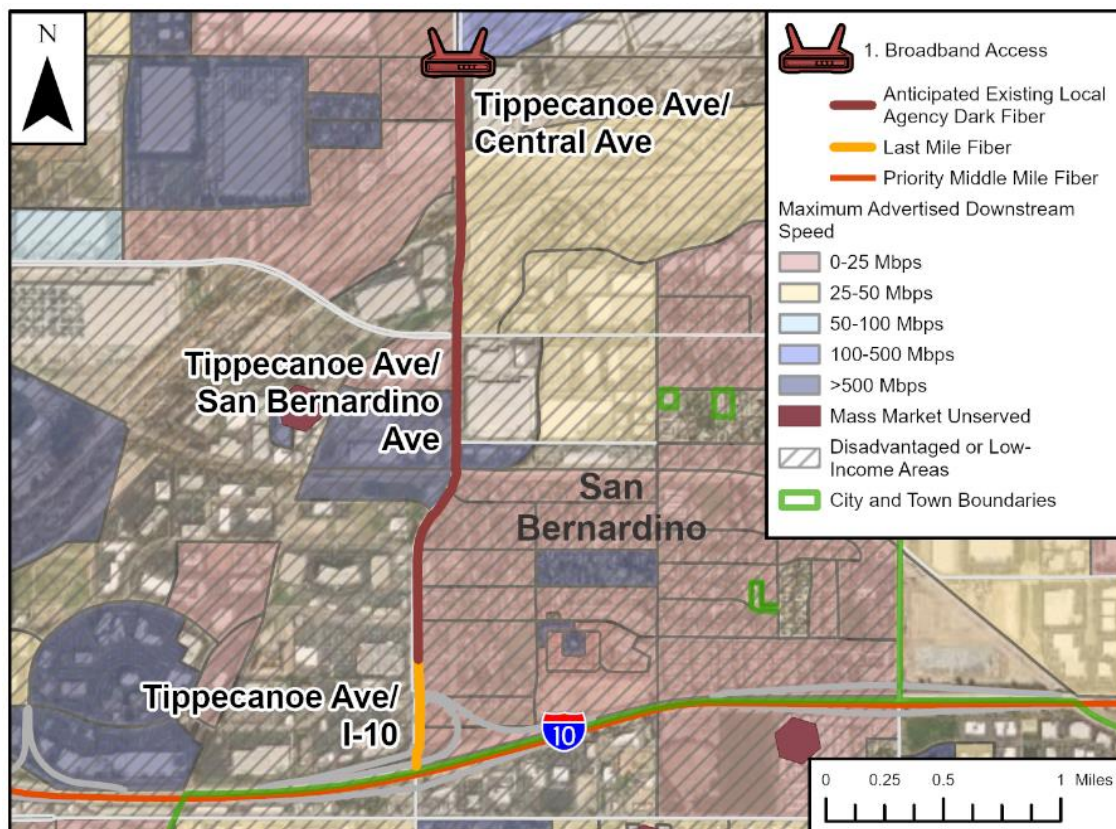
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East Valley, City of San Bernardino

The proposed New Last Mile Connection in **Exhibit 4-6** would link from I-10 to the on/off ramp of S. Tippecanoe Ave. and I-10 and proceed north along S. Tippecanoe Ave. to the intersection with Lee St. where it would be vaulted. An anticipated local agency project could then be to run fiber optic conduit further north along S. Tippecanoe Ave. to E. Central Ave. This project would then bring fiber to areas with legacy technology and substantial residential areas with maximum advertised ISP speeds of 30 Mbps or less. There is some non-legacy technology in the area which could potentially be leveraged for local agency projects. Not only does this area have numerous households lacking fiber, but there are also numerous government agency offices that could be reached by extending fiber east along E. Hospitality Ln. or E. Brier Dr. These offices include In-Home Supportive Services (IHSS), U.S. Citizenship and Immigration Services (USCIS), San Bernardino County Superintendent of Schools, and the Morongo Tribal TANF, whose services would be augmented through access to higher speed internet connectivity.

Additionally, the fiber that is deployed along S. Tippecanoe to bridge the digital divide could enable future Smart Corridor technology, as it is a major surface street that leads to San Bernardino Airport from Loma Linda, paralleling I-215.

Exhibit 4-6. Broadband Access – East Valley, City of San Bernardino



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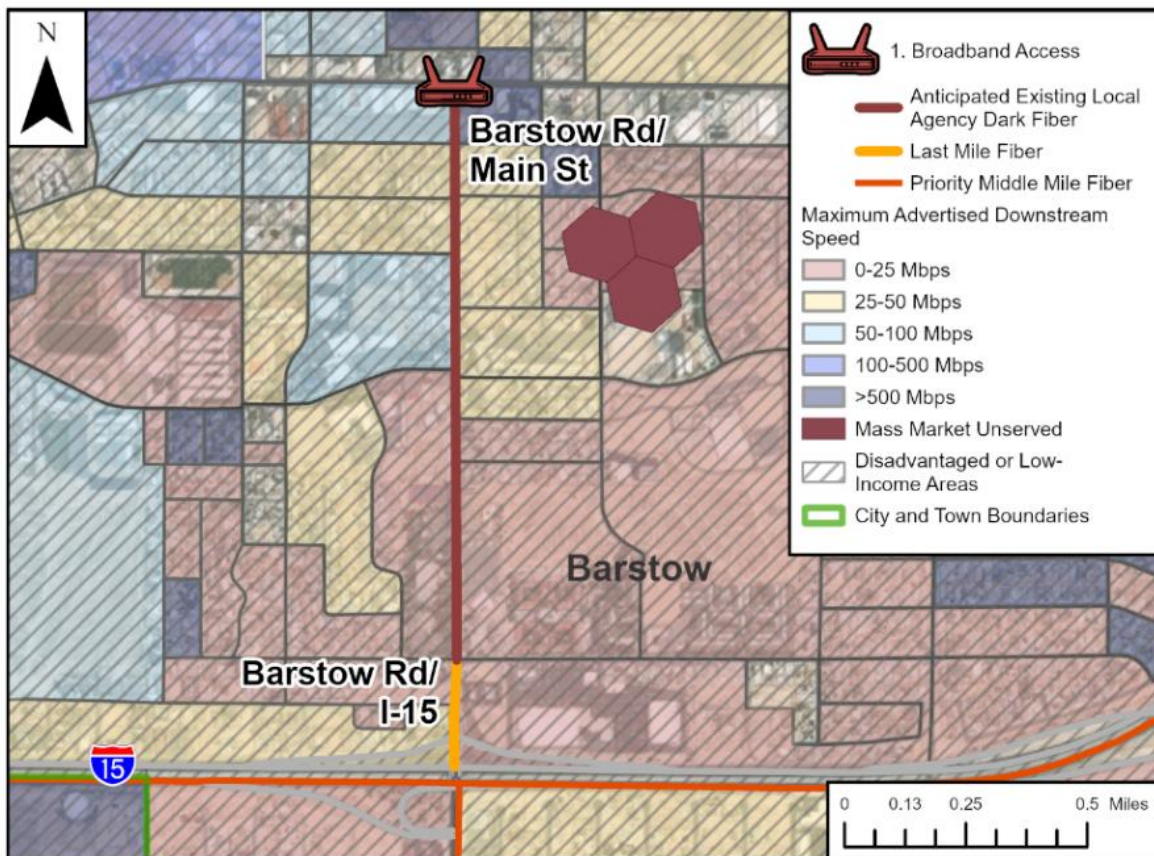
High Desert, City of Barstow

This New Last Mile Connection in **Exhibit 4-7** would link from I-15 to the Caltrans Middle Mile network at the interchange of Barstow Rd. and I-15. The new Last Mile Connection would then run from the interchange to the intersection of Barstow Rd./E. Virginia Way. Barstow Rd. becomes SR-247 south of I-15, which is slated to receive fiber in the Middle Mile program.

The anticipated agency connection would run from the terminus at E. Virginia Way and go north along Barstow Rd. to E. Main St., where more businesses are located. E. Main St. is a major east-west arterial in the region, which is part of historic Route 66. This would then enable a buildout of fiber within Barstow along E-W streets in the community, as Barstow Rd. is a central street in the community. Barstow Rd. and E. Main St. both also have potential to be Smart Corridors. The terminus of the New Last Mile Connection would be immediately adjacent to a community center, park, and fire station.

The Anticipated Agency Connection would bring broadband down Barstow Rd., which is within one city block of most government agency offices, including California Highway Patrol (CHP), San Bernardino County Barstow Superior Court, and city hall.

Exhibit 4-7. Broadband Access – High Desert, City of Barstow



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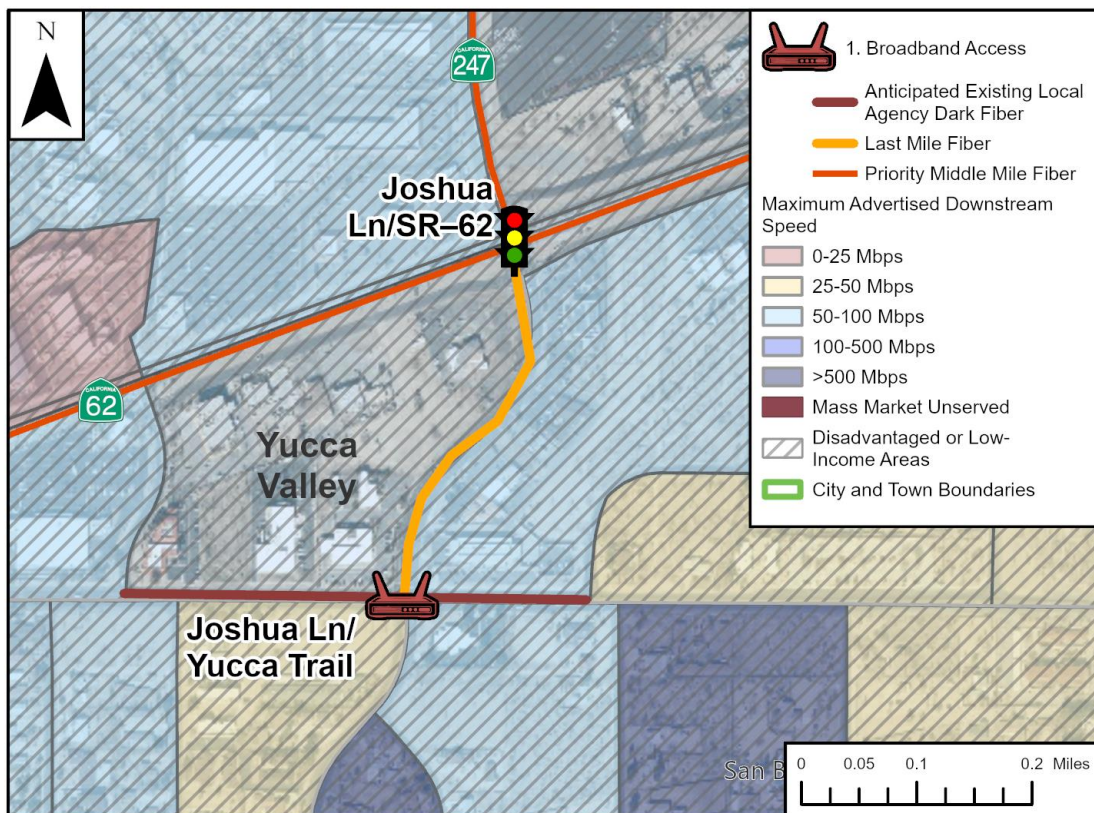
Low Desert, City of Yucca Valley

This proposed Last Mile Connection from Middle Mile fiber connects from the intersection of SR-62/SR-247 & Joshua Ln. (**Exhibit 4-8**). The Last Mile Fiber Connection would follow Joshua Ln. south to the intersection of Joshua Ln./Yucca Trail. From there, local agencies would be able to connect to the fiber and provide higher quality and speed internet to individuals in the area.

The terminus of the connection would be adjacent to a United States Post Office. This intersection has many important institutions nearby, including Yucca Valley town hall, Yucca Valley airport, and a library.

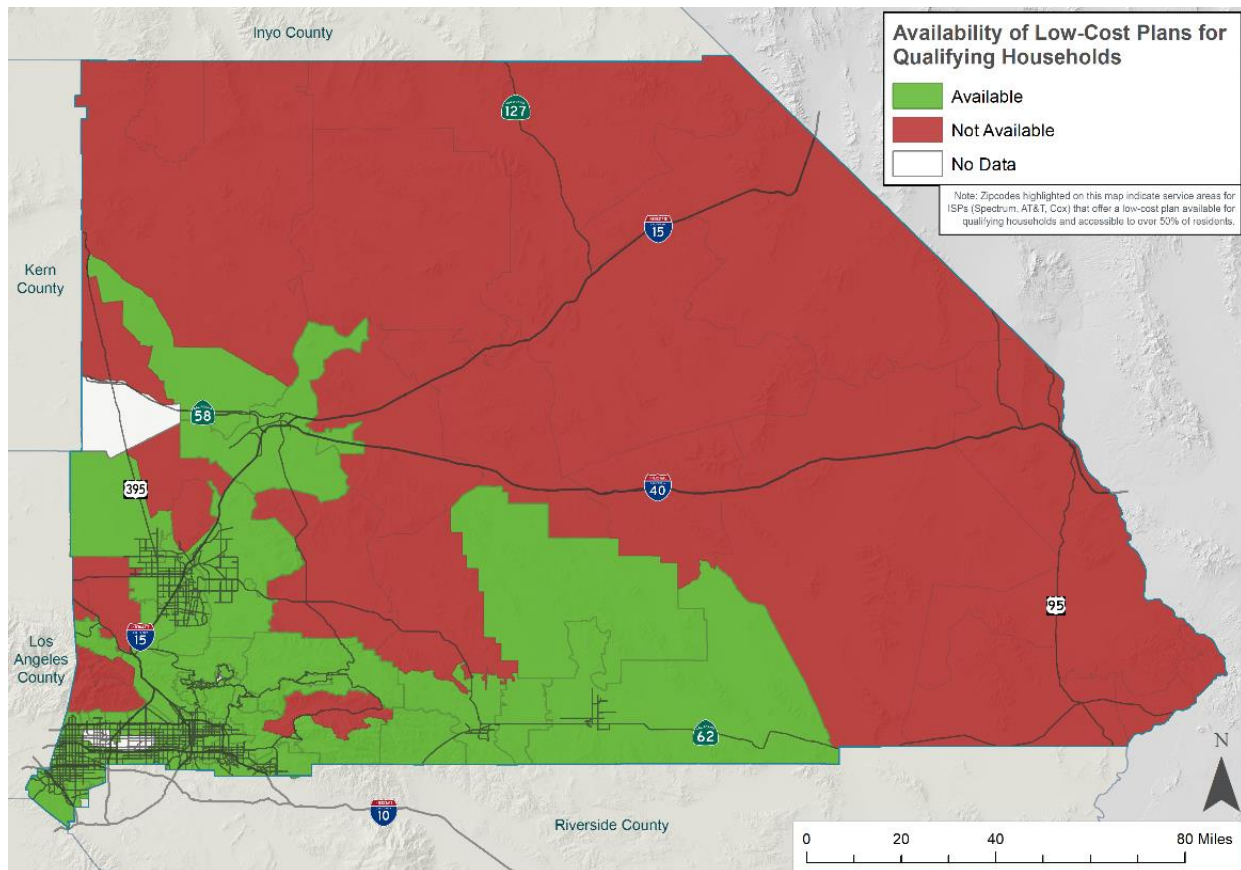
Along SR-62, going east from Yucca Valley, there are many other locations where small projects could be done that would bring fast and reliable broadband internet to more households. This point could be leveraged to bring fiber internet north along SR-247 as well, as there are households that are unserved in this region. This region is much less densely populated than the other potential sites, which presents unique challenges.

Exhibit 4-8. Broadband Access – Low Desert, City of Yucca Valley



Increasing Affordability: In addition to lack of infrastructure, lack of affordable access is also a barrier to high-quality, high-speed internet for lower income households. In more rural parts of the county, there is a lack of subsidized internet that could mitigate the cost barrier, as shown in **Exhibit 4-9**. Increasing the amount of broadband infrastructure to enable more competition would drive down costs. There are also programs that subsidize internet service and associated costs to qualifying households.

Exhibit 4-9. Availability of Low-Cost Plans for Qualifying Households in San Bernardino County



Source: Broadbandnow Map, May-June 2021 (Broadbandnow 2021)

Increasing Participation in Available Subsidies: Even where there are programs that provide subsidies to households for broadband, the adoption of these programs is not widespread. The California Department of Technology estimates that roughly half of all eligible households in San Bernardino County are participating²⁶. Greater adoption of these programs within San Bernardino County, where available, could provide the missing link between consumers and infrastructure where cost is an issue. Awareness campaigns regarding this program could enable greater broadband connectivity without requiring any construction to be done. Additionally, work that is done to expand broadband infrastructure should ensure that ACP (Affordable Connectivity Program) service will be provided. SBCOG can work towards bridging the digital divide by specifically targeting infrastructure improvements

²⁶ CDT (California Department of Technology). 2023. "Affordable Connectivity Program enrollment tracker." Available at: <https://broadbandforall.cdt.ca.gov/affordable-connectivity-program/acp-enrollment/>. Accessed June 27, 2023.

and affordability programs that enable disenfranchised groups to participate in low-cost, high-speed internet connectivity.

Broadband Access Enables Smart Intersections and Smart Corridors: Broadband infrastructure improvement throughout different areas of the county improve the constituent agencies' abilities to construct and implement effective Smart Intersections and Smart Corridors for traffic solutions in problematic or challenging corridors. The development of these two priority areas is complementary. Greater extension of fiber conduit enables more control and customization over intersections and corridors. As Smart Intersections and Smart Corridors are developed, they need higher bandwidth to function effectively. Smart Intersections and Smart Corridors can begin to play an important role in the proliferation of broadband and could be placed to leverage the benefit of wireline fiber connectivity to bring high-speed, high-quality internet to underserved/unserved communities.

Broadband Next Steps

- Determine which jurisdictions are interested in progressing broadband access.
- Identify champions for each interested agency.
- Identify interested ISPs for each interested agency.
- Continue to coordinate with IERBC to ensure decisions are informed by the latest funding and partner intelligence.
- Gather information on existing conduit availability and condition for high priority projects.
- Continue to coordinate with Caltrans and CPUC on the availability of dark fiber to help reduce project cost.
- Begin planning/preliminary design of last mile projects.
- Pursue funding opportunities (see **Section 4.3**).

4.1.2 Smart Intersections

The Need There is a high frequency of crashes at some intersections, posing safety risks and exacerbating traffic congestion. San Bernardino County has consistently ranked second for the highest total number of fatal crashes in the state over the past decade, trailing only behind Los Angeles County, which has a population more than four times greater^{27 28 29}.

Recommended Project Deploy smart intersection technology at strategic locations to improve safety and efficiency, information sharing and communication, and offer amenities improving quality of life.

Context Smart Intersections are the building blocks of a Smart County. Beyond serving key functions like lighting and dynamic signal control across corridors, they provide the opportunity to bring in communications and layer on customized amenities for each corridor/region, including:

- Public / Agency Wi-Fi
- Weather / Air Quality Emissions Sensors
- EV Charging
- Speed Indicators
- CCTV / Safety Systems / Vehicle Detectors
- Smart Metering
- Off-Pavement Parking Management
- Curb Management Sensor

²⁷ UC Berkley. 2022. "Transportation Injury Mapping Software." Available at: <https://tims.berkeley.edu/summary.php>.

²⁸ United States Census Bureau. Available at: <https://www.census.gov/quickfacts/fact/table/losangelescountycalifornia,US/PST045222>.

²⁹ United States Census Bureau. Available at: <https://www.census.gov/quickfacts/fact/table/sanbernardinocountycalifornia,losangelescountycalifornia,US/PST045222>

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- Connected Vehicle Roadside Units (RSUs)
- License Plate Readers

San Bernardino County is equipped with thousands of signalized intersections managed by the county (unincorporated areas), cities/towns, and Caltrans (state highway on/off-ramp locations).

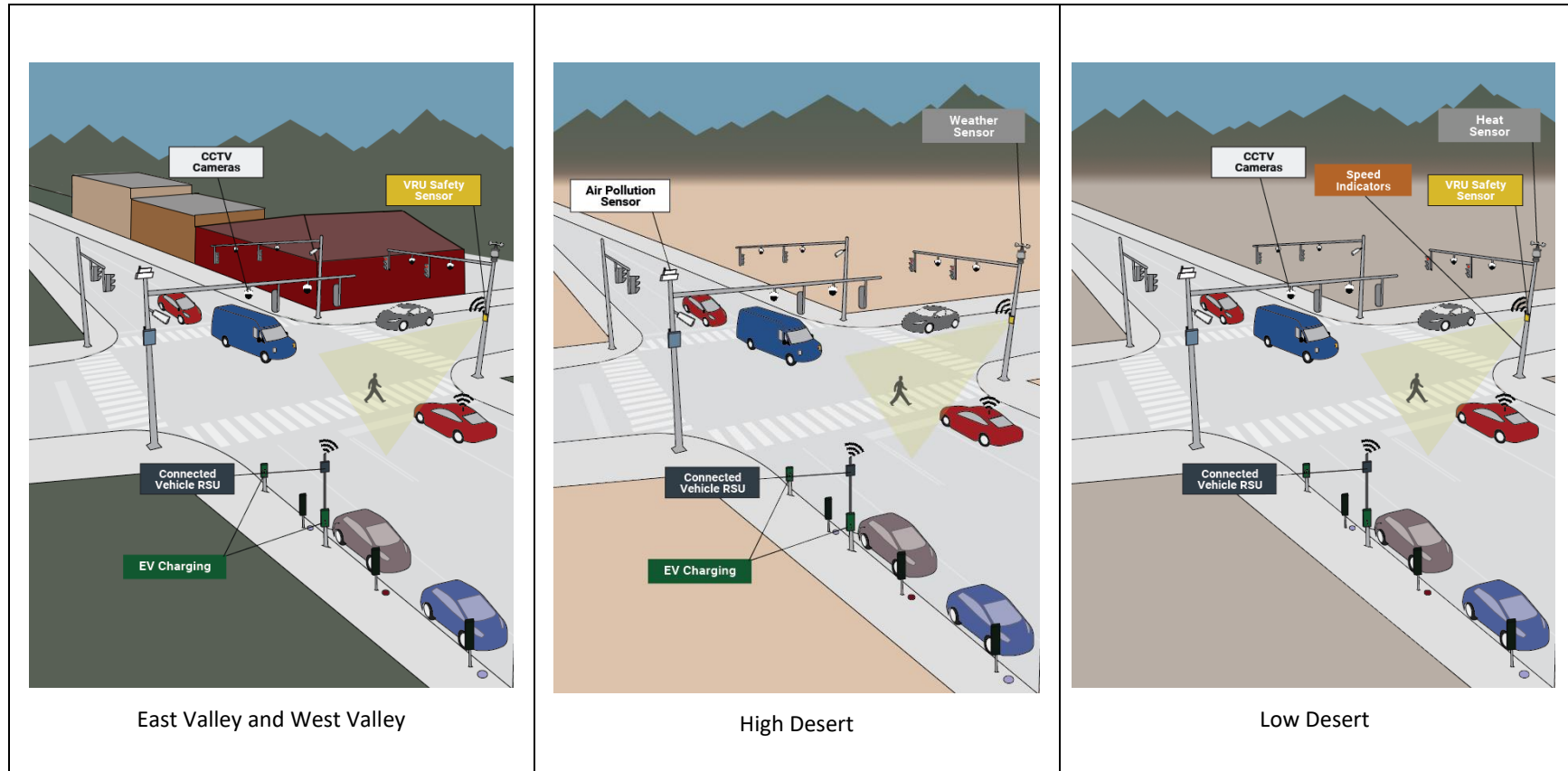
Identifying Strategic Locations: Potential Smart intersection pilot locations were identified in each of the county's subregions based on the following criteria:

- Poor safety record / history of crashes based on TIMS data³⁰
- Proximity to Broadband Field Network Connection Point
- Ability to ultimately integrate into Smart Corridor
- Positioned optimally to enable a key regional function (e.g., inclement weather sensor)
- Limited infrastructure upgrade needs, where possible
- Stakeholder input

Various sites and technology suites have been identified in each of the four regions (West Valley, East Valley, High Desert, and Low Desert) in **Exhibit 4-10**. **This is a preliminary list and is not comprehensive. Local jurisdictions will need to fine-tune and/or expand the list based on their own priorities and the needs of the communities they serve.**

³⁰ UC Berkeley. 2022. "Transportation Injury Mapping Software." Available at: <https://tims.berkeley.edu/summary.php>

Exhibit 4-10. Smart Intersections by Region



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Enabling Infrastructure: Although the intersections selected here do not need infrastructure upgrades and have readily available fiber conduit, agencies may choose to implement Smart Intersections in other locations without up-to-date infrastructure. In such cases, agencies should consider adding fiber communication and new traffic controllers to those intersections to enable Smart Intersection technologies. Agencies could then evaluate the intersection controllers and decide if an upgrade to the system would benefit the desired functions. Intersections controlled by 170 and 170E controllers should be upgraded to 2070 or 2070ATC controllers to enable more traffic control modes. These controllers have greater functionality that benefits Smart Intersection and, by extension, Smart Corridor implementation.

Leveraging Existing Data in Decision-making: There has been work previously done regarding Smart Intersection and Smart Corridor technology in the East and West Valley sub regions. The San Bernardino Valley Coordinated Traffic Signal System was a tiered process that implemented new timing phases and installed a variety of hardware at various intersections across the San Bernardino Valley, to reduce travel times and GHG emissions. The plan achieved reductions in travel times and emissions, demonstrating the proof of concept. This program and studies can be leveraged to make informed decisions on existing infrastructure in the East and West Valley subregions. There were four tiers, with Tier 1&2 being implemented between 2006 and 2009 and Tier 3&4 being implemented between 2011 and 2014³¹. While the associated field equipment has likely reached end-of-life, the intersection selections provide valuable insight into key corridors and the existence of interconnect infrastructure. The High and Low Desert regions were not included in the SBVCTSS efforts, so there is less available information on these areas. Any further development of Smart Intersections and Smart Corridors should involve interested agencies so that a comprehensive understanding of the existing conditions can be developed to enable accurate planning.

Potential Smart Intersection Candidates: Potential Smart Intersection candidates were identified in each of the four regions described above.

West Valley, City of Ontario, E. Riverside Dr./S. Archibald Ave.

This intersection shown in **Exhibit 4-11** is in a mixed-used area in proximity to SR-60, I-15, and the Ontario Airport. The intersection lies at the confluence of two major arterials, which increases the use cases for an ITS-equipped intersection. There are loops and non-intrusive sensors present. City of Ontario intersections are typically equipped with a mix of ASC/2, ASC/3, and Cobalt NEMA Econolite traffic signal controllers. Those controllers use Econolite software. The city is in the process of migrating from the older (and discontinued) Aries central traffic signal control software to the more current Centracs central traffic signal control software. According to a 2009 SBVCTSS report, the controller at this intersection is an ASC/2 controller³². However, it may have been upgraded in the past 14 years. Further technology can be implemented at this intersection to further augment capabilities such as a signal timing project or deploying automated license plate readers to better resolve criminal activities. Additionally, this intersection could be enabled to play a key role in future Integrated Corridor Management as its location would be a key thoroughfare in the event of an accident on the I-15 or SR-60 freeways. SBCTA is currently working on design of

Exhibit 4-11. E. Riverside Dr./S. Archibald Ave.



³¹ SBCTA. 2023. "San Bernardino Valley Coordinated Traffic Signal System". Available at: <https://www.gosbcta.com/plan/sb-valley-coordinated-traffic-signal-system-plan/>. Accessed July 11, 2023.

³² Albert Grover and Associates. September 2009. "San Bernardino Valley Coordinated Traffic Signal System Plan Tier 1&2 Project – Appendix B-10". Available at: <https://www.gosbcta.com/wp-content/uploads/2019/10/Tiers-1-2-Final-Report.pdf>. Accessed July 11, 2023.

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express lanes along the I-15³³. Connection with Middle Mile fiber could occur at the SR-60/S. Archibald Ave. interchange.

West Valley, City of Ontario, S. Haven Ave./Mission Blvd.

S. Haven Ave. is a north-south oriented corridor that connects Ontario Airport and the city of Rancho Cucamonga, where the southern terminal for the proposed Brightline West high-speed rail service is proposed to be located. This intersection shown in **Exhibit 4-12** could be enabled with Smart Intersection technology to monitor traffic patterns and near misses and improve safety. The CCTV cameras in place at this intersection, in combination with the appropriate traffic analytics software, can be utilized to monitor traffic patterns and near misses. Additionally, Mission Blvd. parallels SR-60 and I-10, and Haven Ave. parallels SR-83 and I-15, positioning this intersection to play a key role in Integrated Corridor Management to better manage recurring or non-recurring congestion. Connection to Caltrans Middle Mile fiber could occur at the SR-60/S. Haven Ave. interchange. The City of Ontario operates Econolite controller software at the intersection, and some mix of Aries and Centrac's central traffic control software. The signals are connected to communication with fiber optic conduit³⁴. The available fiber optic cable could be easily leveraged to begin deploying sensors that would begin a smart intersection transformation.

Exhibit 4-12. S. Haven Ave./Mission Blvd.



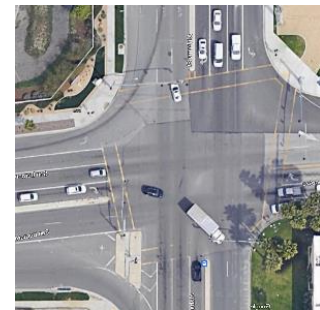
East Valley, County of San Bernardino, San Bernardino Ave./Alabama St.

This intersection, shown in **Exhibit 4-13**, is in a residential, commercial, and logistical area that enables users to access either SR-210 or I-10. Increasing vehicle detection through either loops, video analytics, or transponders will provide a higher level of data granularity and allow the city to develop signal timing plans that alleviate the impact of truck traffic. This intersection is also close to the San Bernardino Airport and could be subject to special events traffic.

Furthermore, San Bernardino County will be installing and utilizing a Centrac's central traffic control system to communicate with signals on Alabama St. Connection to the State Middle Mile fiber could occur at the I-10 and Alabama St. interchange, or potentially at the SR-210 and San Bernardino Ave. interchange. However SR-210 is not slated to receive priority fiber as soon as I-10.

San Bernardino County could benefit by connecting this intersection to its newly deployed Centrac's system, preferably via a fiber optic communications infrastructure. Connection via fiber optics would be advantageous for creating a pilot Smart Intersection to demonstrate capabilities, with a greater level of control and customization available than if it were connected using signal interconnect (copper) cable (SIC) or some other other technology that is less robust than fiber.

Exhibit 4-13. San Bernardino Ave./Alabama St.



³³ San Bernardino County Transportation Authority. "I-15 Express Lanes" Available at: <https://www.gosbcta.com/project/i-15-corridor/>

³⁴ Albert Grover and Associates. September 2009. "San Bernardino Valley Coordinated Traffic Signal System Plan Tier 1&2 Project". Available at: <https://www.gosbcta.com/wp-content/uploads/2019/10/Tiers-1-2-Final-Report.pdf>. Accessed July 11

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East Valley, City of Yucaipa, Yucaipa Blvd./4th St.

Yucaipa Blvd. and 4th St. is an intersection, shown in **Exhibit 4-14**, with a poor safety record positioned along a major east-west corridor. There are numerous shops on the north side of 4th St. and the south side of 4th St. is largely residential, which may increase the number of pedestrians relative to other similar intersections. There are video detection cameras for all four approaches to the intersection. Depending on the capabilities of the cameras and the video detection system, it may be possible to utilize those cameras to implement video analytics to log and document near miss events. License plate readers should also be considered at this intersection. Fiber could be connected to the State Middle Mile fiber conduit at the interchange of I-10/Yucaipa Blvd. or Oak Glen Rd./Yucaipa Blvd. via I-10/Oak Glenn Rd. The City of Yucaipa uses McCain QuicNet for traffic signal operations. This intersection is equipped with a Type 179 controller and communicates with the QuicNet server using copper twisted pair cable. Further, it was slated for signal optimization as part of SBVCTSS's Tier 3&4 program.

Exhibit 4-14. Yucaipa Blvd./4th St.



High Desert, City of Victorville, Bear Valley Rd./Hesperia Rd.

Bear Valley Rd. and Hesperia Rd., shown in **Exhibit 4-15**, is an intersection of two major arterials in the High Desert area. There have been 56 significant traffic incidents since 2015 at this location³⁵. Not only would it be beneficial to enable near miss crash detection and video analytics at the intersection, but also to implement the beginnings of a smart corridor system to bypass congestion on I-15. Connection to the State Middle Mile fiber could occur at the interchange of Bear Valley Rd. and I-15. The City of Victorville uses Trafficware ATMS, but it is unclear what level of control, or any other existing conditions exist at this intersection.

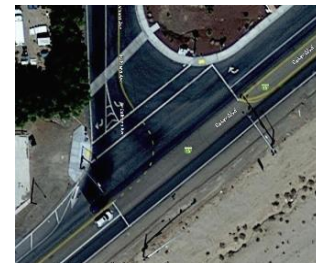
Exhibit 4-15. Bear Valley rd./Hesperia Rd.



High Desert, County of San Bernardino, Baker Blvd./Caltrans Ave.

This intersection, shown in **Exhibit 4-16**, is in Baker, CA, an unincorporated community located on I-15 between Southern California and Las Vegas. Baker is a popular rest stop for drivers making the 200+ mile drive between Southern California and Las Vegas. Baker is an hour or more drive removed from San Bernardino County Maintenance Facilities. This intersection could be equipped with inclement weather sensing devices, license plate readers, or other devices to improve safety in the area. The signal is relatively new, as it was constructed in 2016, and has a CCTV camera. This could be a quick win as it demonstrates County funding will be used to support all members of the county and will be easily publicized. Connection to the State Middle Mile Broadband could occur at the I-15 at the on/off ramp to Baker. This signal operates on an atomic clock and is not connected to a central traffic signal control system.

Exhibit 4-16. Baker Blvd./Caltrans Ave.



³⁵ UC Berkely. 2022. "Transportation Injury Mapping System." Available at: <https://tims.berkeley.edu/>. Accessed July 12, 2023.

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Low Desert, City of Twentynine Palms, Adobe Rd./SR —62

State Route 62 is the major east-west route into the Low Desert portion of San Bernardino County. The intersection, shown in **Exhibit 4-17**, with Adobe Rd. leads to the main gate of the Twentynine Palms Marine Corps base, which may create different traffic congestion that could be mitigated with Smart Intersection capability. Additional improvements would be easily accomplished as the intersection is along the Caltrans Middle Mile Fiber route. Furthermore, proceeding south along Adobe Rd. leads to the Twentynine Palms Band of Mission Indians Reservation and a local elementary school. Placing focus on this intersection enables leverage for funding that targets the federal government, tribal land, and underserved communities.

Exhibit 4-17. Adobe Rd. and SR-62



Low Desert, City of Yucca Valley, Joshua Ln./SR - 62

Also located along State Route 62 and shown in **Exhibit 4-18**, this intersection is further west and intersects with State Route 247, which is a north-south corridor connecting to the High Desert. It is also near the Yucca Valley Airport, which may create some possible partnerships to enable weather monitoring or special event management. There is a Tesla Supercharger in the Northwest side of the intersection which could be leveraged for use in some Smart Intersection capability. As with Adobe Rd., the intersection is planned to be supplied with fiber optic conduit by 2026 by the Caltrans Middle Mile project. With only two traffic signals under their control, Yucca Valley does not utilize centralized traffic signal software; however, coordination could be accomplished with GPS clocks.

Exhibit 4-18. Joshua Ln./SR-62



Smart Intersection Next Steps

- Determine which jurisdictions are interested in augmenting/installing ITS. ITS necessitates infrastructure deployment and maintenance that can support advanced traffic management.
- Determine an agency champion to carry forward the strategy.
- Coordinate with agencies that have overlapping jurisdictions, specifically Caltrans at on/off ramps.
- Consider performing initial demonstrator pilots of ITS at intersections that poses more advanced infrastructure (fiber connectivity, detectors, 2070/2070 ATC controllers, cameras, central management software, etc.). Alternatively, determine the need for any new specific infrastructure upgrades.

4.1.3 Smart Corridors

The Need At the corridor level, intersection risks and challenges are compounded, negatively impacting safety, efficiency, environment, economic opportunity, and quality of life in San Bernardino County at scale.

Recommended Project Implement Smart Corridor pilots to extend the principles of smart intersections along entire traffic corridors, modernize transportation at a large scale to facilitate smoother traffic flow, enhance safety, reduce travel times, and minimize environmental impact. Capture data and lessons learned from pilots to inform the wider deployment of smart traffic management systems across the county.

Context

Successful Example in San Bernardino County: Previously, Haven Ave. in Rancho Cucamonga and Ontario was identified as a Smart Corridor and SBCTA funds were invested to upgrade signal coordination on Haven Ave. This is

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an example of one of the corridors that were made up of the SBVCTSS planning that coordinated signals on major arterials throughout the San Bernardino Valley to reduce GHG and travel times. The project interconnected the city of Rancho Cucamonga with Caltrans District 8. Additionally, new software, fiber optic communications, CCTV camera coverage, and video-based traffic detection were deployed to make use of the latest transportation technologies. This project had a 16:1 ratio on money returned in the first year of the project (SBVCTSS Tiers 3&4), through reduction in GHG and travel times by enabling remote signal timing adjustment from central management systems as well as morning and evening peak period coordination plans for 40 corridors and 691 traffic signals³⁶. The Caltrans Traffic Signal Operations Manual notes that area-wide signal timing benefits can outweigh costs by a ratio of 40:1³⁷.

Identifying Smart Corridor Candidates: San Bernardino County has many corridors that play an increasingly important role in moving people and goods throughout the county. For the purposes of this project, representative corridor candidates were selected in each of the four regions (West Valley, East Valley, High Desert, and Low Desert) based on:

- Traffic volumes
- Traffic patterns
- Strategic importance
- Connectivity with Smart Intersections
- Stakeholder feedback
- Local needs, including proximity to logistics hubs and public transit
- Ongoing and planned projects in the area

Note: Because limited information was available at the time of selection, new information may be revealed as the projects progress, which may change the potential project locations.

³⁶ San Bernardino County Transportation Authority. "San Bernardino Valley Coordinated Traffic Signal System." Available at: <https://www.gosbcta.com/plan/sb-valley-coordinated-traffic-signal-system-plan/>

³⁷ Caltrans. 2020. "Traffic Signal Operations Manual." Available at: <https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/mobility/traffic-signal-operations-manual-1-31-2020-a11y.pdf>

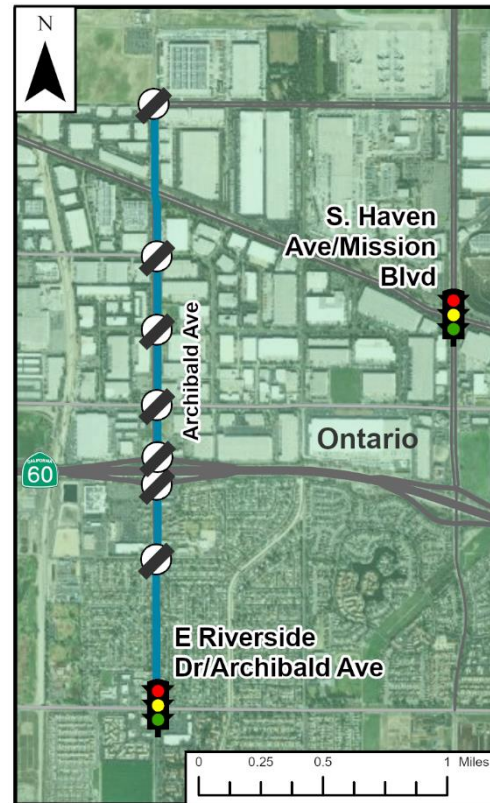
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West Valley: South Archibald Ave. runs north-south, intersecting SR-60 near the Ontario airport freight logistics area and has a busy at-grade rail crossing. This corridor, shown in **Exhibit 4-19**, goes through a dense warehousing and commercial area with numerous private driveways and tractor-trailers entering and exiting. This presents a challenge ensuring signal timing is appropriate and limits idling and acceleration/deceleration of tractor-trailers to improve air quality and reduce noise pollution. Signals should be coordinated to attempt to platoon trucks and passenger vehicles.

Archibald Ave. was identified in the SBVCTSS Tier 1&2 master plan for corridor analysis between Mission Blvd. and Riverside Dr. Archibald Ave. between E. Riverside Dr. and Mission Blvd. has signals that are connected using hardwire copper. There is a Caltrans signal at Archibald Ave. and SR-60EB ramp that, as of SBVCTSS Tier 1&2³⁸, has fiber optic connectivity. This may be leveraged to benefit the corridor as this is a centrally located intersection.

Furthermore, Haven Ave., which has a major intersection with S. Archibald Ave., was previously identified as a smart corridor. Note, the City of Ontario uses ASC Econolite software and Aries signals, while Caltrans ramps (for SR-60) use Caltrans C-8 software and CTNET signals. While not insurmountable, this issue will need to be addressed during the design and integration stages.

Exhibit 4-19. West Valley Corridor



³⁸ SBCTA. 2023. "San Bernardino Valley Coordinated Traffic Signal System". Available at: <https://www.gosbcta.com/plan/sb-valley-coordinated-traffic-signal-system-plan/>. Accessed July 11, 2023.

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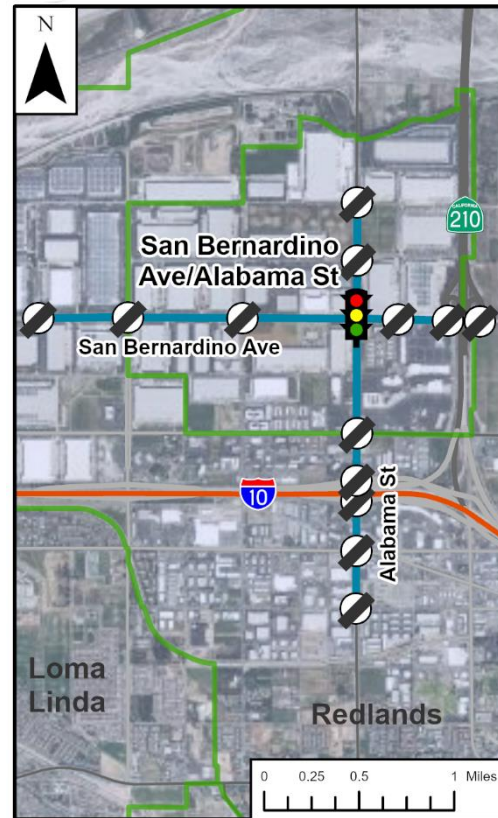
East Valley Alabama St./ San Bernardino Ave., shown in **Exhibit 4-20**, is another example of a primarily freight-oriented corridor that is heavily traveled by tractor-trailers due to the numerous warehousing and logistics facilities proximate to the I-10/ SR-210 interchange and the major logistics hub at San Bernardino International Airport. A Smart Corridor that emanates out of this intersection will enable more efficient movements of freight into and out of the area, improving the quality of life of residents, reducing GHGs, and increasing the speed of freight movements.

There have been 26 significant crashes in the past 10 years in a one block radius of the W. San Bernardino Ave. and Alabama St. intersection³⁹. Implementation of a smart corridor can improve traffic safety and reduce conflicts with Vulnerable Road Users.

Alabama St. is a pilot project for San Bernardino County, being the first location where the county controls signal timing using Centrac. Caltrans Middle Mile Fiber slated to be installed along I-10 will also support the efficient traffic management of Alabama St. and San Bernardino Ave.

The City of Redlands operates signals using SEPAC software with Siemens Eagle ACTRA signals along Alabama St. from Redlands Blvd. to Almond Ave. with copper twisted pair communications⁴⁰. At the Alabama St. and 3rd St. intersection, the City of Highland has an online traffic signal that is connected to fiber conduit that runs along Greenspot Rd⁴¹. This road interchanges with SR-210 and thus this intersection will likely be connected to Middle Mile fiber via fiber conduit that interfaces with the Caltrans signals at the interchange. Further investigation should be done to determine if Caltrans fiber is available to be interfaced with at the interchange of SR-210 and W. San Bernardino Ave., which is one block east of the Alabama St. and the W. San Bernardino Ave. intersection. These streets were selected in tandem due to the unique position they occupy at the corner of two major freeways which links their movements, especially during recurring and non-recurring congestion. Corridor management can assist with this.

Exhibit 4-20. East Valley Corridor



³⁹ UC Berkely. 2022. "Transportation Injury Mapping System." Available at: <https://tims.berkeley.edu/>. Accessed July 12, 2023.

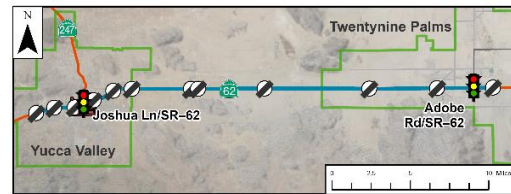
⁴⁰ SBCTA. 2023. "San Bernardino Valley Coordinated Traffic Signal System". Available at: <https://www.gosbcta.com/plan/sb-valley-coordinated-traffic-signal-system-plan/>. Accessed July 11, 2023.

⁴¹ Albert Grover & Associates. 2018. "Highland California Traffic Signal System Map." Accessed July 11, 2023.

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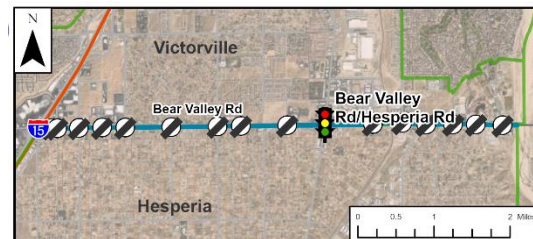
Low Desert: State Highway 62, shown in **Exhibit 4-21**, is a major east-west arterial that connects communities in the Low Desert to the San Bernardino Valley via an interchange with I-10. State Route 62 additionally has major institutions such as the Marine Corps Air Ground Combat Center, Joshua Tree National Park, and the Twentynine Palms Band of Mission Indians. Between 2012 and 2022, there have been over 1,000 crashes on State Route 62 in the Low Desert subregion, the most crashes of any principal arterial in the Low Desert subregion⁴². Over 65% of crashes occur between the cities of Yucca Valley and Twentynine Palms⁴³, where there are numerous signalized intersections operated by varying agencies. This therefore would require more interagency cooperation than some of the other Smart Corridor options. A Smart Corridor system can aid in crash prevention, and in the event of a crash can provide congestion relief. Upgrades to traffic signal cabinets and controllers may be required as the existing conditions for the devices are unknown.

Exhibit 4-21. Low Desert Corridor



High Desert: Bear Valley Rd, shown in **Exhibit 4-22**, is a major east-west corridor in the High Desert that intersects I-15, SR-395, and SR-18. The surrounding area has commercial, residential, and logistical/warehousing zones that, along with I-15, create varying traffic patterns. There have been numerous crashes near the on and off ramps and within a block of I-15 and Bear Valley Rd.⁴⁴. Additionally, there are intersections with arterial north-south surface streets that, when connected to and enabled with Smart Intersection/ Smart Corridor abilities, would proliferate congestion alleviation on I-15. The City of Victorville operates traffic signals on a majority of this corridor; Bear Valley Rd. is the border between Hesperia and Victorville. They utilize Trafficware ATMS indicating existing communication of some nature that could be utilized for the corridor and the planned Smart Intersection at Bear Valley Rd. and Hesperia Rd. There are two further sections of Bear Valley Rd. that will be considered in the Smart County MP: West of I-15 to US395 and the section in Apple Valley.

Exhibit 4-22. High Desert Corridor



⁴² UC Berkely. 2022. "Transportation Injury Mapping Software." Available at: <https://tims.berkeley.edu/tools/gismap/>

⁴³ UC Berkely. 2022. "Transportation Injury Mapping Software." Available at: <https://tims.berkeley.edu/tools/gismap/>

⁴⁴ UC Berkely. 2022. "Transportation Injury Mapping System." Available at: <https://tims.berkeley.edu/>. Accessed July 12, 2023.

Interagency Coordination is Critical: Arterials tend to cross numerous jurisdictions, and if there is no discussion between agencies, this degrades the effectiveness of any implemented Smart Corridor technology. Any well-executed Smart Corridor requires coordination between each agency that has jurisdiction along the corridor. San Bernardino County has many freeways and highways and, therefore, it will be important to involve Caltrans in the planning, engineering, and procurement of these systems. SBCTA and SBCOG can function as intermediaries between agencies to ensure that smart transportation planning is not done in silos.

Smart Corridor Next Steps

- Determine which jurisdictions are interested in augmenting/installing ITS. ITS necessitates infrastructure deployment that can support advanced traffic management.
- Determine an agency champion to carry forward the strategy.
- Start agency cooperation early in the planning process for precedent.
- Agencies with existing ITS/ Smart Corridors can aid other agencies to develop their infrastructure.
- SBCTA/SBCOG can facilitate data-sharing guidelines and agreements that will bolster the back-end development of effective traffic operations management.

4.2 Early Action Plan Proposals/Projects (Locations TBD)

For the 4. Advanced Traveler Information Systems and Emergency Management Services, 5. CAD-to-CAD Systems, and 6. Zero-Emissions Passenger Vehicles and Trucks, specific locations and project participants will be identified as part of project development activities.

4.2.1 Advanced Traveler Information Systems and Emergency Management Services

The Need Current Emergency Management Services (EMS) protocols rely heavily on personnel traveling to the site of the emergency in order to assess conditions and post emergency signs. This takes time and resources and occupies personnel during peak demand times.

San Bernardino County has no shortage of emergencies, including wildfires, floods, snowpack, earthquakes, or major incidents on the rail and highway networks. The series of atmospheric rivers hitting San Bernardino County is a recent reminder of the county's vulnerabilities. The Office of Emergency Services, Caltrans, Forest Service, law enforcement, CalFIRE, and others regularly train for these events and have standard operating procedures set up to guide response. These standard operating procedures include ways of communicating with the public during emergencies, but there is room for improved communication and information sharing.

Recommended Project Integrate Advanced Traveler Information Systems (ATIS), video surveillance of key locations, and automation of emergency signage into EMS to make responses more efficient, effective, and timely. This will also free up personnel bandwidth at critical times, further improving EMS.

Context

ATIS and EMS are two distinct but interrelated components of the broader transportation and public safety framework. When these systems work together, they can significantly enhance the efficiency of managing emergencies and improve traveler safety.

What is ATIS? The purpose of ATIS is to provide real-time or up-to-date information. These systems are designed to enhance the overall travel experience by offering useful information to travelers and improving the efficiency and safety of transportation networks. ATIS are commonly found in various forms, such as websites, mobile applications, and dynamic message signs. By providing timely and accurate information, ATIS contribute to better-informed decision-making, increased safety, reduced travel times, and improved overall travel experiences for individuals and communities. They play a crucial role in modern transportation management and are continually evolving with advancements in technology and data integration.

What is EMS? EMS is the process of planning, organizing, coordinating, and implementing measures to respond to various types of emergencies and disasters. The primary goal of EMS is to save lives, protect property, and mitigate the impact of emergencies on communities and individuals. Emergencies come in various forms, from natural disasters, such as hurricanes, earthquakes, floods, wildfires, and tornadoes, to human-made incidents, such as terrorist attacks, industrial accidents, disease outbreaks, and technological failures.

Benefits of integrating ATIS and EMS: By integrating ATIS with EMS, authorities can establish a comprehensive and efficient approach to managing emergencies and safeguarding the traveling public. Collaboration between these systems can help save lives, reduce response times, and enhance overall emergency preparedness and response capabilities. Collaboration can be accomplished by:

- **Data Sharing:** ATIS gather real-time data from various sources, such as traffic conditions, weather updates, road closures, and public transit schedules. This data can be valuable for EMS agencies during crisis situations, helping them make informed decisions and respond effectively to emergencies.
- **Emergency Alerts and Notifications:** ATIS often have the capability to broadcast alerts and notifications to the public through electronic message boards, social media, mobile apps, and email alerts. During emergencies, EMS agencies can use these systems to disseminate critical information and evacuation notices, helping travelers to stay safe and avoid affected areas.
- **Incident Management:** ATIS (e.g., website, mobile apps) can be integrated with EMS systems to aid in incident management. For instance, during a major traffic accident, mobile apps can redirect traffic away from the affected area, helping emergency responders reach the scene faster and minimizing additional risks caused by congestion.
- **Evacuation Planning:** In emergency situations where evacuation is necessary, ATIS can play a vital role in providing real-time traffic conditions and alternative routes to help manage traffic flow during evacuations. EMS agencies can use this data to adjust evacuation plans and ensure a smooth and safe process.
- **Data Analytics for Preparedness:** ATIS can accumulate extensive data over time, such as historical traffic patterns, transportation infrastructure vulnerabilities, and crowd behavior during events. EMS agencies can leverage this data to analyze trends and patterns, leading to better preparedness strategies and disaster response plans.
- **Coordinating Resources:** During emergencies, it is crucial to efficiently allocate resources such as ambulances, police officers, and other emergency responders. ATIS can provide real-time data on traffic conditions and congestion, allowing emergency management agencies to deploy resources more effectively to areas where they are most needed.
- **Public Awareness:** ATIS can be utilized to educate the public about emergency preparedness, safety protocols, and best practices. By promoting safety and emergency awareness through different channels, EMS agencies can improve overall community resilience.
- **Collaborative Partnerships:** Collaborative partnerships between the agencies responsible for ATIS and EMS are essential. Regular meetings, joint training exercises, and shared resources can facilitate better communication and coordination during critical situations.

Several illustrative opportunities to deploy these technologies were brought to light during stakeholder outreach for the Smart County Master Plan, including:

- **Apple Valley** indicated problems with people dumping trash in sewer lines through manhole covers in remote areas. Remediation of subsequent blockages has proved very costly. Video surveillance and more secure manhole covers are tools that could be used to prevent and detect these intrusions.
- **Twentynine Palms** experiences periodic roadway flooding during which personnel must go to the flood location and physically deploy signage to warn the traveling public. Instead, video surveillance and remote-controlled signage could improve the response time, accuracy, and outcome. Integration of ATIS can also help notify travelers of real-time flood conditions and corresponding road closers.

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ATIS and EMS Next Steps

- Hold further interviews with county and city/town public works departments, law enforcement, flood control, CalFIRE, and other entities with jurisdiction to identify and inventory all opportunities to make EMS more efficient and effective, including ATIS integration.
- Develop an implementation plan that summarizes these initiatives, provides cost estimates and potential cost savings, identifies party responsible for implementation, and specifies implementation timeline.
- Identify grant opportunities that may provide financial assistance for EMS improvements, whether for an entire project or just certain aspects of it.
- Work with local jurisdictions and county-level agencies to incorporate these improvements into their capital plans, where feasible. Ensure that the need for cross-jurisdictional communications and technological consistency/interoperability have been accommodated.
- Assess current county-wide conditions of existing ATIS systems in depth and execute early action plans that emphasize interoperability and compatibility.
- Identify potential platforms for communication that enable traveler information and emergency management services to exchange information efficiently.

4.2.2 CAD-to-CAD Systems

The Need Municipal and regional public safety emergency communications centers (ECCs) often lack the technology to efficiently interface with neighboring jurisdictions during emergencies. This may lead to delayed response times from not utilizing closer resources that are in a different jurisdiction or missing critical information necessary for the safety of first responders and the public.

Both San Bernardino County and public safety agencies, such as police, fire, and emergency medical services, utilize Computer-Aided Dispatch (CAD) systems and software in their dispatch centers to manage and coordinate EMS. A CAD-to-CAD approach is particularly beneficial for operations centers dispatching services, enabling swift and efficient data exchange across diverse platforms. CAD systems streamline the dispatch process by providing real-time information and automating various functionalities. These systems typically include features such as call-taking, incident creation, unit assignment, mapping and routing, status tracking, and resource management.

While CAD systems offer numerous benefits, there are challenges with their implementation and use, particularly when it comes to use across different jurisdictions. San Bernardino County agencies use different versions and variations of CAD systems available, each with its own features and capabilities. Some of the most common challenges across jurisdictions using different CAD systems include:

- **Data Compatibility:** CAD systems may use different data formats or standards across jurisdictions. This can result in interoperability issues when sharing information or coordinating responses between different agencies. It becomes crucial to establish common data exchange protocols or invest in systems that can seamlessly integrate and translate data across various CAD versions.
- **Communication Protocols:** CAD systems rely on effective communication channels to exchange information between dispatchers, responders, and other stakeholders. Inconsistent or incompatible communication protocols between jurisdictions can impede the timely, accurate transmission of data, leading to delays or errors in emergency response efforts.
- **System Reliability and Downtime:** CAD systems are complex and rely on robust infrastructure and networks. Issues such as system failures, downtime, or inadequate backup solutions can occur, affecting emergency response operations. In a multi-jurisdictional context, disparities in system reliability and downtime management practices can create challenges during critical incidents.

In addition to CAD system differences, multi-jurisdiction response agencies face other challenges, including:

- **Training and Standardization:** CAD systems require proper training and standardization to ensure effective utilization. However, different jurisdictions may have varying levels of training, operational

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procedures, or customization of their CAD systems. This can result in challenges when collaborating during mutual aid situations or when personnel from different jurisdictions need to work together.

- **Legal and Policy Differences:** Laws and policies governing emergency response operations can differ across jurisdictions. These variations can impact how CAD systems are configured, utilized, and integrated with other systems. Issues related to data privacy, information sharing, and access permissions can arise when different jurisdictions have conflicting regulations or policies.
- **Resource Coordination:** In multi-jurisdictional incidents, coordinating resources and sharing information seamlessly is essential. However, disparities in CAD versions or capabilities can hinder resource coordination efforts. It becomes necessary to establish clear protocols and procedures for cross-jurisdictional resource sharing and coordination, considering the limitations and differences in CAD systems.

Collaboration between jurisdictions is critical when working to bridge information gaps in CAD-to-CAD systems. Standardizing CAD systems can help streamline operations, improve response times, and ultimately, reinforce public safety measures.

The Federal Communications Commission (FCC) collects data to build a registry of public safety answering points (PSAPs). The PSAP database serves as a tool to aid the FCC in evaluating the state of PSAP readiness and E9-1-1 deployment. The FCC's 911 Master PSAP Registry lists PSAPs by an FCC assigned identification number (PSAP ID), PSAP name, state, county, and city. San Bernardino County has 13⁴⁵ PSAPs, as shown in **Exhibit 4-23**. Although all for San Bernardino County, these PSAPs operate different versions of the CAD system, creating a need for improved communications.

Exhibit 4-23. San Bernardino County PSAPs

PSAP ID	PSAP Name	City	County	State
8075	USMC Logistics Base Barstow - Nebo Provost Marshall	Barstow	San Bernardino	CA
8122	Marine Corps Logistics Base Barstow	Barstow	San Bernardino	CA
724	Fontana Police Department	Fontana	San Bernardino	CA
615	CHP Barstow (San Bernardino)	Barstow	San Bernardino	CA
856	Ontario Police Department	Ontario	San Bernardino	CA
1027	USMC Twentynine Palms Combat Center - Fire	Twentynine Palms	San Bernardino	CA
625	CHP Inland (San Bernardino)	San Bernardino	San Bernardino	CA
912	San Bernardino County Sheriff (Rialto/Valley)	Rialto	San Bernardino	CA
915	San Bernardino County Sheriff (Victorville/Desert)	Victorville	San Bernardino	CA
829	Montclair Police Department	Montclair	San Bernardino	CA
736	US Army Fort Irwin Provost Marshall (MP)	Fort Irwin	San Bernardino	CA
660	Colton Police Department	Colton	San Bernardino	CA
683	CSU San Bernardino Police Department	San Bernardino	San Bernardino	CA

⁴⁵ FCC (Federal Communications Commission). "911 Master PSAP Registry Locator." Available at: <https://opendata.fcc.gov/Public-Safety/911-Master-PSAP-Registry-Locator/tph8-9bz3>

Recommended Project Leverage the existing Inland Empire Public Safety Operations Platform (IE PSOP) to connect neighboring ECC's and other cooperating agencies through a cloud-hosted communications system interface known as CAD-to-CAD.

Context Whether routine calls or major emergencies, agencies may have the need to share information and/or resources to help mitigate escalating scenarios, and protocols to do so. In most cases, this is currently achieved through traditional telephonic means. This approach can cause delays in the response of neighboring agencies and impede closest available unit and mutual aid responses.

Compatibility Challenges: Each ECC's CAD system has features unique to a particular software vendor. Industry standards for networking these systems and sharing data are not well promulgated, which results in disparate interfaces between systems and ECCs, exacerbating the issues outlined above.

CAD-to-CAD helps solve the problem of disparate CAD interfaces by networking ECCs through a portal or "hub" that translates the information from one CAD into the language of another CAD in a manner that is native and intuitive for the public safety telecommunicators. This reduces the need for telephonic communication between the centers for routine information and/or resource sharing requests. When built out and fully operational, the system has been proven to reduce response times and improve real-time situational awareness and information sharing between cooperating agencies.

Leveraging the IE PSOP: The IE PSOP is a two-county coordinated effort to build a network of interconnected emergency communications centers with a cloud-hosted CAD-to-CAD solution. This project has been underway since 2019 when fire service leaders in Riverside County and San Bernardino County obtained Urban Area Security Initiative (UASI) grant funding to initiate the project. The system was initiated by CONFIRE JPA and the San Manuel Department of Public Safety in 2020. Subsequent participants include the Chino Police Department and the Riverside County Fire Department. Other agencies in the process of integrating into the system include American Medical Response, Murrieta Fire Department, Ontario Fire Department and Cal Fire San Bernardino County. Recent quotes have been sought by the Hemet Fire Department and Corona Police Department. Other agencies having expressed interest in the IE PSOP include Barstow Fire, San Bernardino County Sheriff, Riverside County Sheriff, Air Methods, Southwest Gas Company and the California Highway Patrol.

Funding: Funding for the program has come in the form of several UASI and Homeland Security grants totaling over \$1.5 million dollars. Participating agencies have signed a Memorandum of Understanding to provide funding for ongoing project support. CONFIRE JPA is the lead agency on the project and acts as the administrative agency for the system. Initial investments have been made and the IE PSOP is operational.

Long-term Sustainability: The effort to build out the system and support it long-term requires dedicated focus and energy that is often in limited supply. CONFIRE, as the system administrator, and the IE PSOP would benefit greatly from an injection of resources to facilitate agency participation and enable recruitment and retention of dedicated resources for ongoing coordination. Currently, CONFIRE employs a part-time person to coordinate the effort and utilizes existing admin and IT staff to support the program. These costs are not grant-funded. CONFIRE does assess participating agencies an administrative fee as part of the annual maintenance costs for the program.

A Comprehensive Regional Approach: CONFIRM has made the initial investment in the foundational hub and several entities are already collaborating to support IE PSOP. Moving forward, the goal is to coordinate and collaborate with as many of the following San Bernardino County entities as possible:

- Fire: Barstow FD, US Forest Service (FICC) and Military Base FDs
- Law: San Bernardino County Sheriff, CHP, local police departments, School and College Campus Police/Public Safety
- EMS: Private transport providers (ground and air)
- Utilities: Gas and electric
- Hospitals: Emergency Departments

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SBCOG would partner with CONFIRE and other agencies presently participating in the IE PSOP to undertake a regional effort to outreach and inform the local agencies of what CAD-to-CAD is and ultimately gain commitments from agencies interested in participating. The effort needs a champion that has a broader reach than CONFIRE, and support is needed to keep the project moving forward. CONFIRE has a grant fund source that is available through Quarter 2 of 2024. This grant can cover the cost to onboard additional agencies up to that time. Should agencies sign on to the system following Q2 of 2024, the start-up/onboarding costs to participate in the CAD-to-CAD system range between \$35,000-\$50,000 depending on the size of the agency. Ongoing operating and maintenance costs for all agencies participating are currently \$20,000-30,000 per year.

CAD-to-CAD Next Steps

- Coordinate across agencies to determine what the product of a county wide CAD-to-CAD system looks like. This can be facilitated or championed through SBCOG, SBCTA, OES, or other parties.
- Establish a vision for SBCOG in collaboration with its partners, which includes identifying the coverage area, desired applications, functions, and procedural requirement.
- Determine interested agencies and look for partnerships that can scale CAD system countywide.
- Identify agency needs and the scope of the system.

4.2.3 Zero-Emission Passenger Vehicles and Trucks

The Need Charging infrastructure and funding for charging infrastructure is currently insufficient to support the volume of electric vehicles anticipated as the state works to meet zero-emissions goals for cars, passenger trucks, and medium- and heavy-duty vehicles in San Bernardino County.

Recommended Project Proactively secure funding for charging and fueling infrastructure for zero-emission passenger vehicles and trucks, through collaboration between SBCTA/SBCOG and local jurisdictions throughout San Bernardino County. Focus on public agency-led grant applications with charging/fueling vendor partners, while encouraging local jurisdictions to develop zero-emission charging/fueling sites and apply for funding on their own in parallel.

Context

[Governor Newsom's Executive Order N-79-20](#) requires that by 2035, all new cars and passenger trucks sold in California be zero-emission vehicles. Under the order, the California Air Resources Board (CARB) is mandated to develop and propose strategies to achieve 100% zero-emissions from medium and heavy-duty on-road vehicles in the State by 2045 where feasible and by 2035 from drayage trucks. In response, CARB, the California Energy Commission, the federal government, and other entities have been providing incentive funding and grants to support this transition. As the penetration of electric passenger vehicles increases, sufficient vehicle charging infrastructure will need to be in place to support it. While the private sector will address a significant part of this need, charging stations at publicly accessible facilities will also need to scale up, as well as at strategic locations, such as parking lots for multi-family dwellings.

[CARB Advanced Clean Truck](#) regulation requires manufacturers who certify Class 2b-8 chassis or complete vehicles with combustion engines would be required to sell zero-emission trucks as an increasing percentage of their annual California sales from 2024 to 2035. By 2035, zero-emission truck/chassis sales would need to be 55% of Class 2b – 3 truck sales, 75% of Class 4 – 8 straight truck sales, and 40% of truck tractor sales. Local jurisdictions and other government entities can be facilitators of this transition by developing partnerships with private entities and securing grant funding, as public entities need to be the applicant for many of the state/federal grants supporting zero-emission vehicles.

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[Zero-Emission Vehicle Readiness and Implementation Plan](#)⁴⁶ Completed in 2019, this SBCOG effort can serve as a basis for a comprehensive approach to facilitating vehicle charging infrastructure in San Bernardino County. However, it only considered passenger vehicles, not trucks, and there has been only limited follow up on this initiative since the original study, with the COVID pandemic setting back some of that activity.

Funding and Incentives: The scale of state and federal grant funding for zero-emission vehicles has dramatically increased in the last two years. There is now a window of time where San Bernardino County could realize a significant infusion of funding for zero-emission charging/fueling infrastructure in partnership with other entities. Local jurisdictions will need to do the legwork of strategically locating sites (some of which may be located on public property), coordinating with host entities, utilities, and charging station vendors.

SBCTA has been involved in initiatives and partnerships to facilitate the development and funding of charging stations for electric trucks and fueling stations for hydrogen fuel cell (HFC) trucks. The SBCTA Board on January 5, 2022, took action to endorse both a clean truck fueling infrastructure initiative and the use of excess toll revenue to incentivize clean trucks.

SBCTA has been coordinating with Caltrans at the state level, SCAG at the regional level, and both air districts on a game plan for incentivizing zero-emission trucks and fueling infrastructure in major freight corridors, particularly I-10 and I-15. SCAG currently is sponsoring a regional study focused primarily on supporting the conversion of trucks to zero-emission. SBCTA has also been coordinating with vendors involved with both battery-electric truck charging and HFC truck fueling. The initial focus in the I-10 corridor is on two strategic locations in Colton and San Bernardino to supply hydrogen fueling and electric charging infrastructure primarily to service medium and heavy-duty trucks. Sites are already in development on E. Street south of Orange Show Road (electric) and on Riverside Avenue south of I-10 (hydrogen). An additional hydrogen site is being pursued with a vendor, in coordination with Caltrans, near the I-15/US 395 junction. Further, SBCTA has provided support letters to two recent applications for the USDOT Charging and Fueling Infrastructure (CFI) grant, one with Caltrans on their multi-state grant and one with MDAQMD for an I-15 focused grant under the same CFI program.

The proposed project would entail a more proactive effort to secure funding for charging and fueling infrastructure for zero-emission passenger vehicles and trucks. The exact nature of this initiative would need to be worked out between SBCTA/SBCOG and local jurisdictions throughout San Bernardino County. This would particularly be focused on grants that require a public agency to be the lead applicant. Partnerships with the charging/fueling station vendors would need to be incorporated. Local jurisdictions are also greatly encouraged to develop zero-emission charging/fueling sites and apply for funding on their own, with no need for SBCOG involvement. However, recent communications with many of the jurisdictions have indicated that their resources for such activities are limited. That said, San Bernardino County jurisdictions are in jeopardy of seriously underperforming in bringing their share of grant funding for zero-emission vehicle infrastructure to the county. This is all while the county experiences some of the most severe air pollution challenges in the nation, particularly given the proliferation of diesel trucks serving warehouses along our key corridors. San Bernardino County has a compelling story and can utilize this to secure grants and improve air quality.

ZEV Next Steps

- Based on the needs, strategize compelling ZEV charging and fueling grant programs.
- Convene meetings with local jurisdictions, the air districts, and vendors involved in the zero-emission vehicle space to test and shape grant ideas.
- Develop a framework for site development that helps position zero-emission projects for competitive grants. This should be done prior to the next cycle of state/federal grants, which could be due in spring/summer 2024.

⁴⁶ [Zero-Emission Vehicle Readiness and Implementation Plan \(2019\) - SBCTA \(gosbcta.com\)](#)

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- Provide jurisdictions with resources to advance priority sites. Work with private site managers where appropriate, such as managers of multi-family apartment sites, consistent with the recently released grant opportunity from the California Energy Commission on Reliable, Equitable, and Accessible Charging for Multi-family Housing (REACH).
- Organize and implement the grant application strategy for 2024, coordinating with local jurisdictions.

4.3 High-Priority Grants

The Bipartisan Infrastructure Law and the State of California both have new funding resources for projects that improve technology and advance accessibility while supporting resiliency and addressing needs of disadvantaged populations. The 10 grants shown in **Exhibit 4-24** can be used by various entities to advance various parts of the Early Action Plan to ensure that there is funding to aid in project completion.

Exhibit 4-24. Relevant Grant NOFOs

Grant	Annual NOFO Release	Broadband Access	Smart Intersections	Smart Corridors	ATIS & EMS	CAD-to-CAD Systems	Zero Emission Vehicle Transition
Broadband Infrastructure Grant Account ⁴⁷	Q2	✓					
Last Mile- Federal Funding Account ⁴⁸	Q2	✓					
Digital Equity Act ⁴⁹	TBD	✓					✓
California Climate Investment ⁵⁰	Various	✓	✓	✓	✓	✓	✓
SMART GRANTS ⁵¹	Q3		✓	✓			
Advanced Transportation Technologies and Innovation ⁵²	Q3		✓	✓			
FTIP Funding Program ⁵³	Q1		✓	✓		✓	
Low or No Emission Vehicle Programs ⁵⁴	Q1						✓

⁴⁷ [Broadband Infrastructure Grant](#)

⁴⁸ [Last Mile - Federal Funding Account](#)

⁴⁹ [Digital Equity Act Programs](#)

⁵⁰ [California Climate Investment](#)

⁵¹ [Strengthening Mobility and Revolutionizing Transportation \(SMART\) Grants Program | US Department of Transportation](#)

⁵² [Advanced Transportation Technologies and Innovation](#)

⁵³ [FTIP Funding Program](#)

⁵⁴ [Low or No Emission Vehicle Program](#)

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Grant	Annual NOFO Release	Broadband Access	Smart Intersections	Smart Corridors	ATIS & EMS	CAD-to-CAD Systems	Zero Emission Vehicle Transition
Charging and Fueling Infrastructure (CFI) Discretionary Grant ⁵⁵	Q1						✓
California Energy Commission ⁵⁶	Various						✓
Vehicle Technologies Office (VTO) Funding ⁵⁷	Various						✓

High Priority Grant Next Steps

There are actions that can be taken now to prepare and position to secure financial resources **Exhibit 4-25** below provides general guidance on what steps to take if seeking grant funds for the Early Deployment Projects.

In addition to these options, funding from private partnerships and existing resources that have less demand (due to additional funding in the market) should be sought out for funding to initiate or match these projects. Based on when NOFOs are expected, SBCTA can work with their partners to initiate these steps starting at four months, or 120 days, in anticipation of the NOFO announcement.

⁵⁵ [Charging and Fueling Infrastructure \(CFI\) Discretionary Grant](#)

⁵⁶ [Solicitations \(ca.gov\)](#)





















⁵⁷ [Funding Opportunities | Department of Energy](#)

EARLY ACTION PLAN

August 2023

Exhibit 4-25: Recommended Grant Actions Starting 120 Days Before Grant Submittal

120 Days to Win

120 days	 Sign up for Grant Program email notifications	 Talk to Grant Program Staff about the program of interest	 Research previous winning proposals for the program	 Prepare a pre-proposal summary one-pager	 Register with the national or state grant authority		
90 days	 NOFO or Solicitation Released	 Identify and leverage specialized resources specific to program of interest	 Complete Standard Forms (eg. SF424, Lobbying)	 Write narrative	 Seek letters of support		
60 days		 Determine Project Metrics	 Evaluate project against project rubric	 Complete first draft			
30 days	 Red Team Review by nonauthor subject matter experts	 Verify all standard forms are complete and accurate	 Second Draft Complete	 Letters of Support Returned	 Gold Team Review by nonauthor subject matter experts	 Principal/Leadership review	 Final Proposal



4.4 Policy Considerations

The policies listed in **Exhibit 4-26** will help position the region for the actions described in this plan and areas anticipated during larger upcoming master planning effort. These are policies that each jurisdiction and the county can keep in mind and begin work on and begin progressing now.

Exhibit 4-26. Policy Best Practices

Policy	Description
Dig Once	Take advantage of all projects and dig once by adding empty conduit or conduit with dark fiber for future use. If working at the edge of a jurisdiction, work with them to coordinate any work that might be on their roadmap.
Maximize Purchase Authority	Ensure procurement policies allow to maximize purchasing power by partnering with local agencies and/or county for purchases.
Remain Open to Unmanned Aircraft	While the FAA regulates airspace, local agencies control land use policies. Consider a review of all related state laws, including state parks and local policies and ordinances within the county. Keeping open policies, regulations and ordinances for unmanned aircraft can open up research and economic development

EARLY ACTION PLAN

August 2023

Policy	Description
	opportunities. Restrictive regulations can send a negative message to businesses.
Interoperability	As projects like CAD-to-CAD come to fruition, memorandums of understanding or mutual aid agreements to memorialize the extent of the partnership, information sharing, and interoperability should be considered.
Data Governance	Create a data governance plan to lay a foundation for how future data will be collected, stored, managed, procured, shared, and destroyed. Coordinating with other agencies involved in interoperability agreements would be key to establishing standards to make data sharing easier and more efficient.

Policy Next Steps

- Assemble sample policy information.
- Provide sample policy information to municipalities on each of these policy recommendations so they can perform an internal assessment to determine if this is something they need to address or something that is already part of their regulatory framework.

4.5 Opportunity and Risk Register

Along with generating important opportunities, technologies projects may also introduce potential risks. Applying systems engineering principles and maintaining and managing an opportunity and risk register will help to track potential opportunities and mitigate challenging internal and external factors. **Exhibit 4-27** contains initial opportunities and risks that were drafted as part of an exercise to think through what the project team can be doing to ensure successful Smart County deployments. As the team moves into the master planning portion of the project, this list will be expanded and used to identify items that need to be proactively addressed.

Opportunity and Risk Register Next Steps

- Further develop an initial opportunity and risk register during the Strategic Plan phase of this project.
- Pass the opportunity and risk register on to locals to build on, update, and track.

EARLY ACTION PLAN

August 2023

Exhibit 4-27: Preliminary Risk Register

Risk/Opportunity Identification				Assessment				Response	
Policy	Sector	Phase	Description (Cause, Effect)	Probability of Occurrence	Impact to Cost	Impact to Outcome	Impact to Schedule	Owner	Response plan
	Public Safety	Deploy Smart Intersections	Public backlash occurs when license plate readers are announced.	Moderate	Low	High	High	SBCTA & Locals	Develop and message safety and need talking points that support implementations.
Yes	Transportation	Stay open to Advanced Air Mobility Opportunities	Policies are put in place that inadvertently impact the ability to capitalize on transportation and economic development opportunities related to advanced air mobility.	High	Moderate	Moderate	High	SBCTA	Review state and local laws to keep regulations appropriately open to use cases such as medical package delivery in remote areas.
	Digital Divide	Increase Broadband Access	Partners are unable to dedicate resources to champion broadband upgrades.	Moderate	Low	High	High	Local Lead	SBCTA to begin dialogue in summer 2023 to assist partners is positioning
	Digital Divide	Increase Broadband Access	Shortfall in grant funds secured to support broadband implementations.	Moderate	High	High	High	Local Lead	Pursue multiple funding options including CPUC Federal Funding Account, California Advanced Services Fund Broadband Infrastructure Grant Account, and US Department of Commerce NTIA Digital Equity Act Programs.

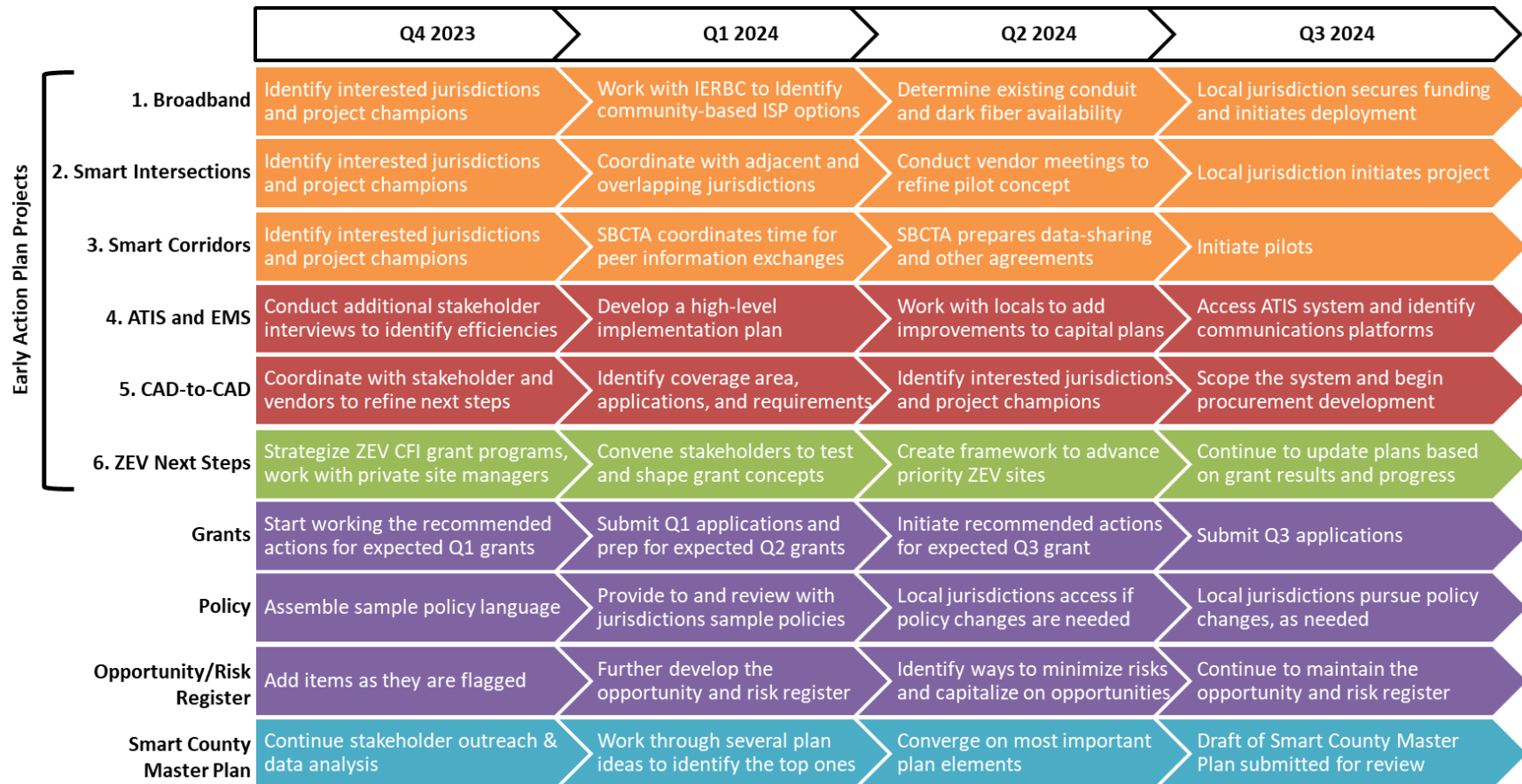
EARLY ACTION PLAN

August 2023

5 Moving Forward

Several next steps will be initiated in parallel with the more comprehensive master planning effort. **Exhibit 5-1** summarizes these efforts. Once roles and responsibilities are established, a champion is identified, and the scope is refined, the lead jurisdiction can begin to develop systems requirements, high-level design, an independent cost estimate, and draft procurement documents.

Exhibit 5-1: SBCTA Early Action Plan





Monique Arellano
Council of Governments and Equity Programs Manager



- Emerging Tech Ad Hoc
- Began January 2023
- Funded for \$1 Million by County of SB
- Includes Early Action Plan and Full Master Plan
- 18 Month Process
- Early Action Plan Available for Review

Emerging Tech Ad Hoc Committee

- Curt Hagman, 4th District
- Art Bishop, Apple Valley
- Acquanetta Warren, Fontana
- Dennis Michael, Rancho Cucamonga
- John Dutrey, Montclair
- Frank Navarro, Colton
- Helen Tran, San Bernardino

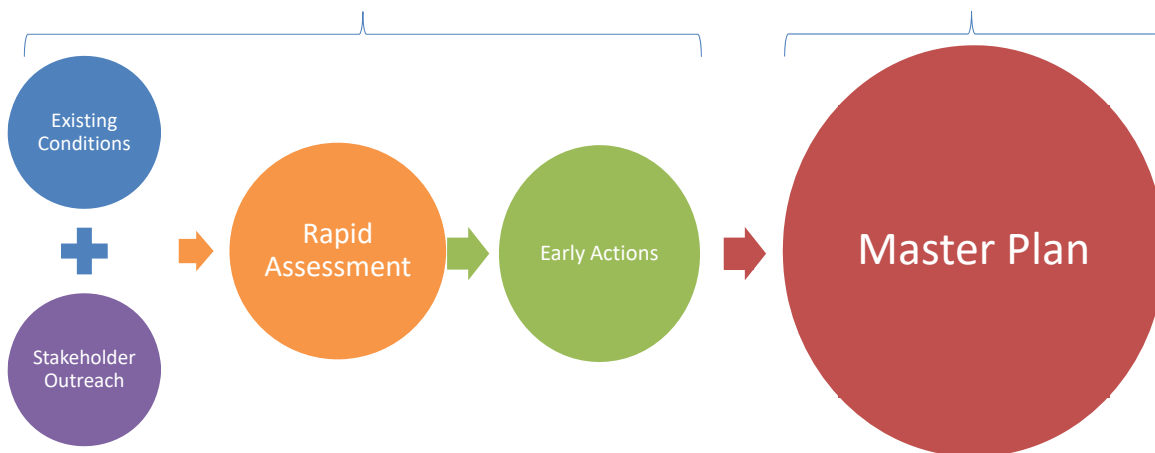
3



Project Background

Early Action Plan
6 months

Master Plan
12 months

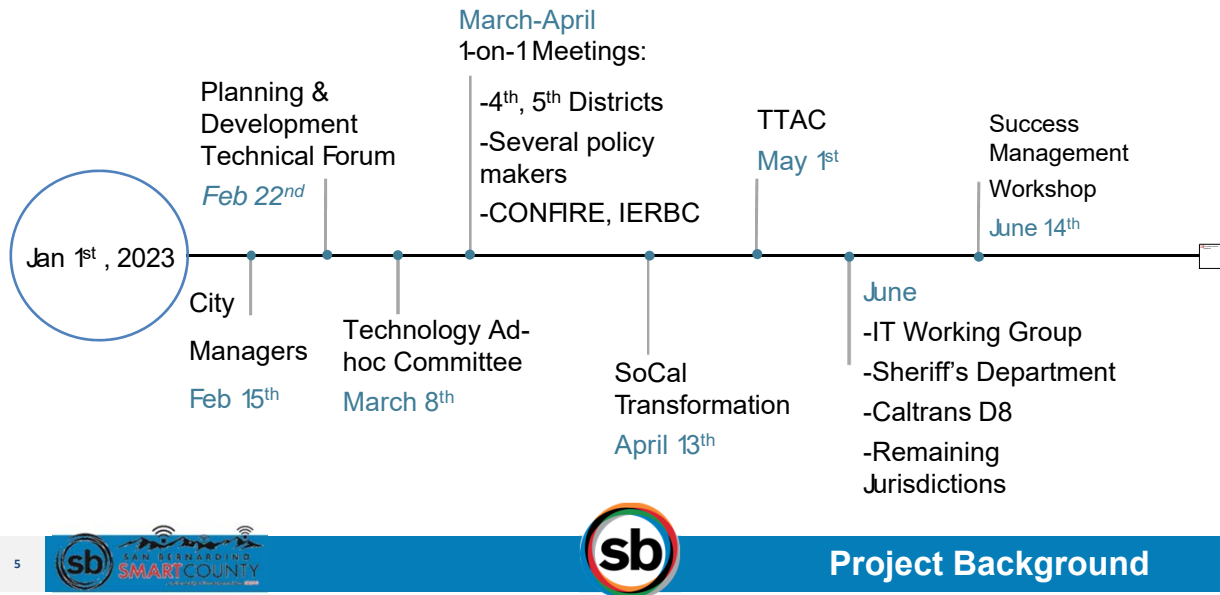


4



Project Background

Stakeholder Outreach

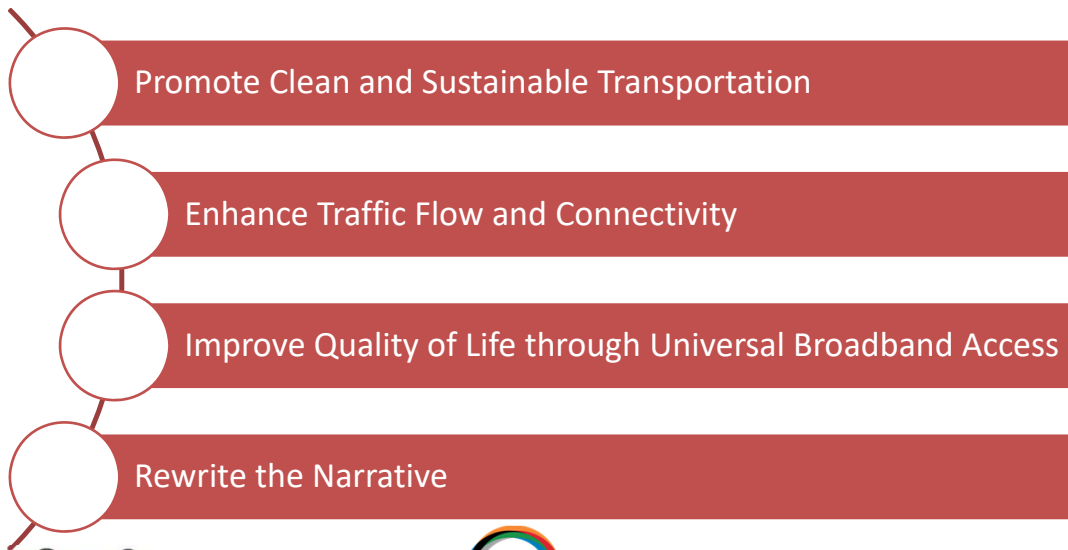


Stakeholder Feedback

- **Bridging the Digital Divide**
 - **Equitable broadband access:** affordable and reliable high-speed internet access for all communities
 - **Focus on Disadvantaged and Underserved communities:** prioritize resources and initiatives to bridge the digital divide
- **Transportation**
 - **Traffic Signal Synchronization:** coordination with trucking schedules and across jurisdictions
 - **Traveler information:** providing consistent and real-time communications during disasters and adverse weather conditions across jurisdictions
 - **Data sharing across the region:** establishing secure and efficient mechanisms to share data
- **Public Safety**
 - **Homelessness and vandalism:** strategies to address homelessness and mitigate vandalism
 - **License Plate Readers (LPRs):** vehicle tracking, crime prevention and suspect identification
 - **CAD-to-CAD:** improve emergency response coordination
 - **Information sharing among agencies:** collaboration and data sharing between law enforcement, emergency services and public safety agencies

Stakeholder outreach was key to understanding existing agency operations, capabilities, and needs.

Goals of the Plan



7



Goals

Early Action Plan Proposed Projects

Project	Need	Description	Benefits	Challenges	Initial Sub-Region
Broadband and Last Mile Connections	Equity/ Connectivity	Build upon the State-Middle Mile Broadband initiative to bridge the gap with local networks	Equitable access to broadband for disadvantaged communities	<ul style="list-style-type: none"> Geographical/ topographical differences Stakeholder coordination 	<ul style="list-style-type: none"> High Desert Disadvantaged Communities of the Valley
Smart Corridor Pilots	Transportation/ Public Safety	Dynamic signal control and customized amenities for each corridor/subregion	Increased safety and transportation system reliability	<ul style="list-style-type: none"> Integration/interoperability Data management & privacy Variety of adoption needs 	<ul style="list-style-type: none"> West Valley East Valley Victor Valley
Smart Intersection / License Plate Reader	Transportation/ Public Safety	<ul style="list-style-type: none"> Customized amenities for each location Implementation of LPRs to analyze license plate information in real-time 	<ul style="list-style-type: none"> Increased safety and transportation system reliability Enhanced traffic management and crime prevention 	<ul style="list-style-type: none"> Data privacy/protection Variety of adoption needs Data management, privacy, and analysis 	Consider for all
CAD-to-CAD	Public Safety	Enable disparate systems to communicate with each other	Facilitate law enforcement/dispatch	<ul style="list-style-type: none"> Stakeholder coordination System integration User adoption 	Consider for all
ATIS and EMS	Public Safety	Integrate technology, including ATIS into EMS.	Enhance the efficiency of managing emergencies and improve traveler safety.	<ul style="list-style-type: none"> Data Sharing Coordination of multiple agencies 	Consider for all
Zero Emission Passenger Vehicles and Trucks	Transportation	Secure funding for charging and fueling infrastructure for zero-emission passenger vehicles	Existing condition is not sufficient to support the volume of electric vehicles anticipated.	<ul style="list-style-type: none"> Strategize with all jurisdictions, air districts, and vendors Identify priority sites 	Consider for all

8



Broadband and Last Mile Connections



*Source: [State of California Middle-Mile Broadband Initiative](#)

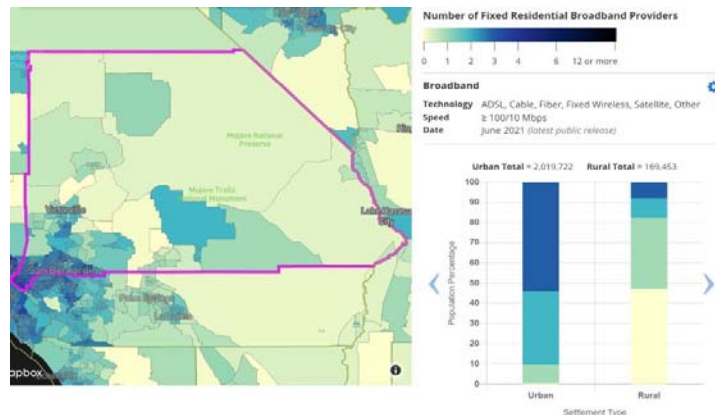
9



Broadband

Broadband and Last Mile Connections

- Selection criteria for last mile broadband access improvements:
 - Low-income and California EPA designated disadvantaged communities
 - Slow internet speeds indicating unserved/underserved census blocks
 - Proximity to state middle-mile fiber

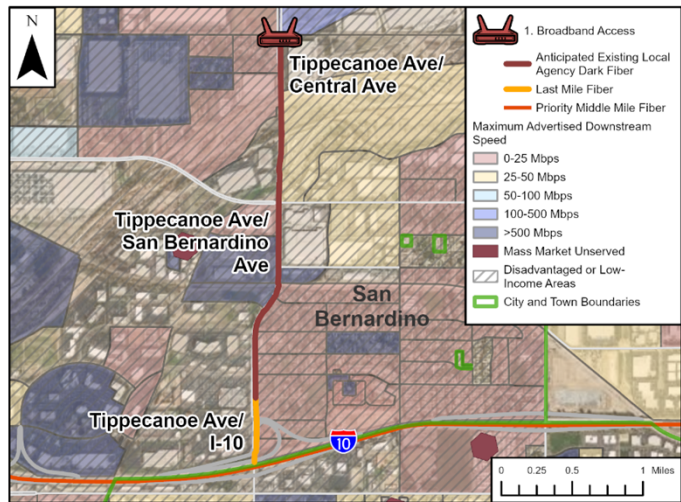


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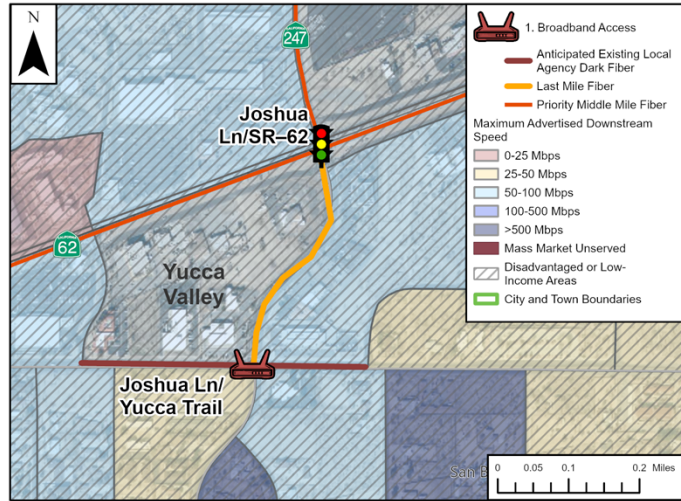


Broadband

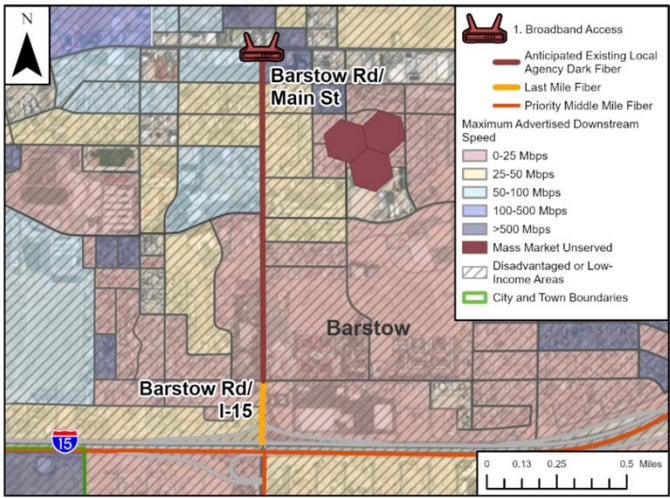
Broadband and Last Mile Connections – East Valley (San Bernardino)



Broadband and Last Mile Connections – Low Desert



Broadband and Last Mile Connections – High Desert

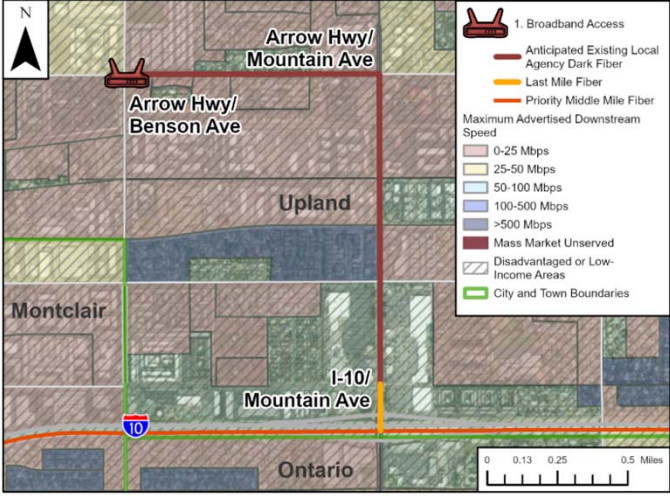


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Broadband

Broadband and Last Mile Connections – West Valley



14

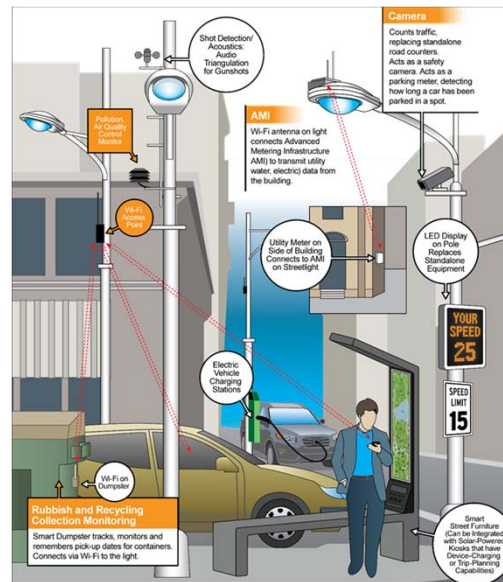


Broadband

Attachment: Smart County PPT PDF (9990 : Smart County Early Action Plan Update)

Smart Intersections

- ▶ Smart Intersections are the building blocks of a Smart County
- ▶ Beyond serving key functions like lighting and dynamic signal control across corridors, they provide the opportunity to bring in comms and layer on customized amenities for each corridor/region, including:
 - ▶ Public / Agency Wi-Fi
 - ▶ Weather / Air Quality Emissions Sensors
 - ▶ EV Charging
 - ▶ Speed Indicators
 - ▶ CCTV / Safety Systems / Vehicle Detectors
 - ▶ Smart Metering
 - ▶ Off-pavement Parking Management
 - ▶ Curb Management Sensor
 - ▶ Connected Vehicle RSU

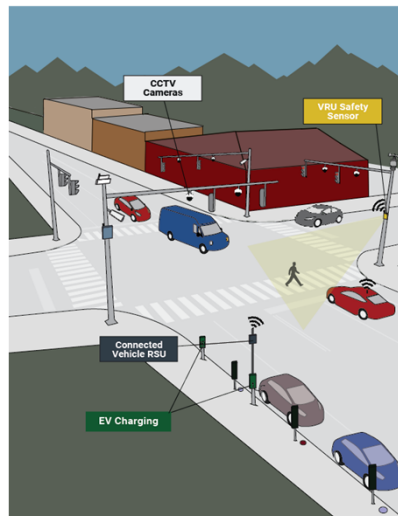


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Smart Intersections

Smart Intersections – East and West Valley

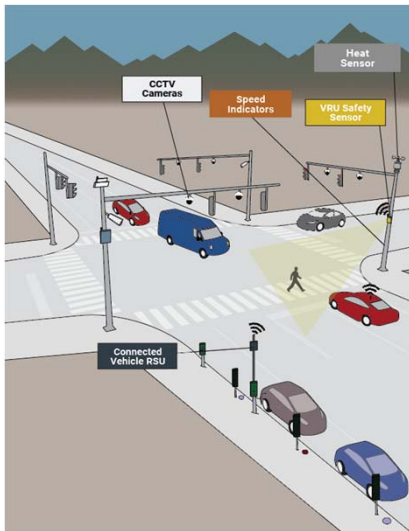


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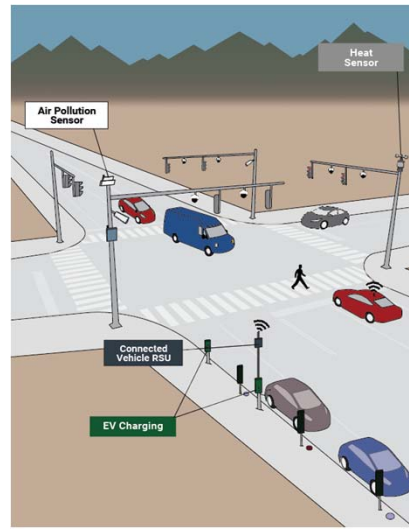


Smart Intersections

Smart Intersections – Low and High Desert



Low Desert



High Desert

17



Smart Intersections

Smart Corridor Pilot Projects

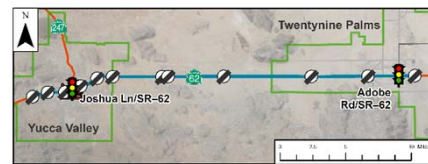
West Valley: South Archibald Avenue



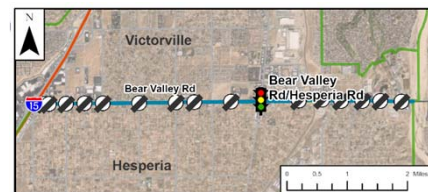
East Valley: Alabama St./ San Bernardino Ave.



Low Desert: SR-62



High Desert: Bear Valley Rd.



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Smart Corridors

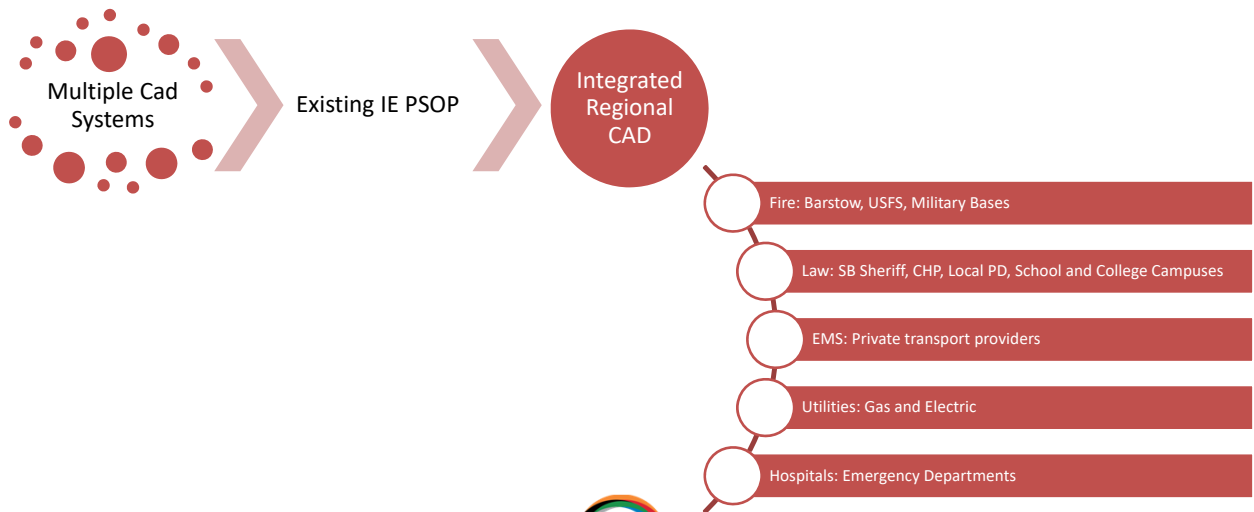
Advanced Traveler Information Systems and Emergency Management Services



19


ATIS + EMS

Cad-to-Cad Systems



20


Cad-to-Cad

Zero-Emission Passenger Vehicles and Trucks

State Policy and Funding

- Executive Order N-79-20
- CARB Advanced Clean Truck

Existing Foundation for Regional Approach

- Zero-Emission Vehicle Readiness and Implementation Plan, 2019

Alternative Fuel Types

- Electric
- Hydrogen

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ZEV

Broadband and Last Mile Connections

California Advanced Services Fund

Broadband Infrastructure Grant Account (\$150M annually)

- Annual Grant Proposal Deadline: June 1, 2023
- Up to 100% assistance – location and population criteria applies
- Applicants: Companies, Governments
- Eligible Areas: Unserved areas
- Eligible Costs: Infrastructure; 5-year leases and Upgrades for interconnection
- Administrative expenses capped at 15% of grant

CPUC Federal Funding Account

(\$2B by 2027)

- Opens Summer 2023
- Location and population criteria applies
- Must be built by 2027
- Applicants/ Entities: Companies, Governments, & more
- Eligible Areas: Underserved Households and Businesses
- Eligible Costs: Infrastructure; 5-year leases and Upgrades for interconnection
- March 3, 2021 - December 31, 2024
- Administrative expenses capped at 2% of the grant
- Contingency max of 15% infrastructure

US Dept of Commerce - NTIA

- Digital Equity Act Programs (\$2.75B)
- Opens Late 2023/ Early 2024
- \$1.44 billion State Digital Equity Capacity Grant Program
- \$1.25 billion Digital Equity Competitive Grant Program
- Program Details TBD

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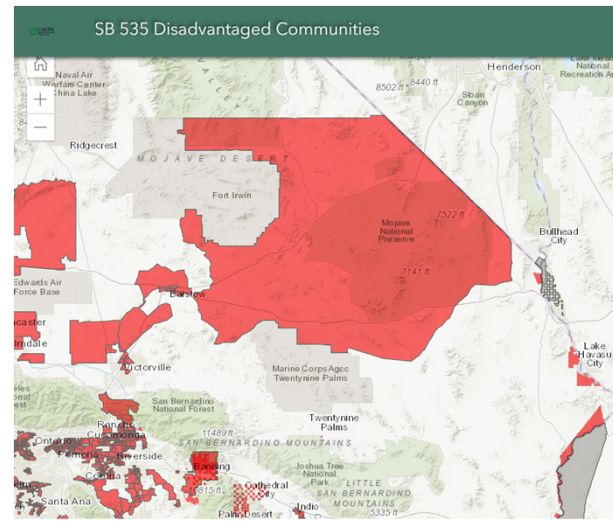
Funding

Additional Grant Opportunities

CARB

California Climate Investments

- Many potential programs within the investments
- Billions in Clean Transportation funding
- Reducing greenhouse gas (GHG) emissions, strengthening the economy, improving public health and the environment
- Providing meaningful benefits to the most disadvantaged communities, low-income communities, and low-income households. (mapped on Slide 19)
- Website: [Low Carbon Transportation Investments and AQIP Grant Solicitations](#)



*Source: [SB 535 Disadvantaged Communities \(2022 Update\)](#) – CalEPA

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Funding

Additional Grant Opportunities

FHWA

Advanced Transportation Technologies and Innovation (ATTAIN) Program

- Opens Late 2023 / Early 2024
- Max Award: \$12,000,000
- Cost share: 20%
- Eligible Applicants: Governments
- Provides funding to deploy, install, and operate advanced transportation technologies

FHWA

Strengthening Mobility and Revolutionizing Transportation (SMART) Grants

- Opens Fall 2023
- 2 stages:
 - Stage 1 Planning and Prototyping Grants up to \$2,000,000
 - Stage 2 Implementation Grants up to \$15,000,000
- Eligible Applicants: Governments
- Demonstration projects for advanced smart city technologies for efficiency and safety

Charging and Fueling Infrastructure (CFI) Discretionary Grant

- Provides funding to strategically deploy EV charging and alternative fuel infrastructure on public roads or in other publicly accessible locations
- \$700 M available for FY 22 and FY 23
- \$2.5B available nationally
- Funds 80% of applicable projects, with 20% cost-share required

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Funding

Policy Recommendations

Policy	Description
Dig Once	Take advantage of all projects and dig once by adding empty conduit or conduit with dark fiber for future use. If working at the edge of a jurisdiction – work with them to coordinate any work that might be on their roadmap.
Maximize Purchase Authority	Ensure procurement policies allow to maximize purchasing power by partnering with local agencies and/or county for purchases.
Remain Open to Unmanned Aircraft	While the FAA regulates airspace, local agencies control land use policies. Consider a review of all state laws including state parks and local policies and ordinances within the county. Keeping open policies, regulations and ordinances for unmanned aircraft can open up research and economic development opportunities. Restrictive regulations can send a negative message to businesses.
Interoperability	As projects like CAD-to-CAD come to fruition, memorandums of understanding or mutual aid agreements to memorialize the extent of the partnership, information sharing, and interoperability should be considered.
Data Governance	Create a data governance plan to lay a foundation for how future data will be collected, stored, managed, procured, shared and destroyed. Coordinating with other agencies involved in interoperability agreements would be key to establishing standards to make data sharing easier and more efficient.

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Policies

S	W	O	T
<p>Land Availability: Potential for future development</p> <p>Economic Growth: Continued economic development showing positive growth trends</p> <p>Skilled Workforce: Availability of a strong and skilled workforce</p> <p>Relative Affordability: More accessible due to lower costs</p> <p>Job Opportunities: Variety of opportunities across income scales</p> <p>Housing Diversity: Various types catering to different demographic segments</p> <p>Resilient Community: Demonstrated resiliency, ability to bounce back from challenges</p> <p>Strong Partnerships: Established relationships and partnerships that foster collaboration</p> <p>Political Vision: Clear political vision guiding the community</p> <p>Quality Living: High standards of life, making it a desirable place to live</p> <p>Committed Leadership: Dedicated to progress and community enhancement</p>	<p>Geographical Barriers: Vast geographical expanse increases the cost of implementing developments and services</p> <p>Infrastructure: Needs modernization and improvement</p> <p>Power Accessibility: Difficulty in sourcing electricity for new developments including residential and industrial projects</p> <p>Resource Constraints: Large geographic size imposes constraints on resources, making efficient allocation and management challenging</p> <p>Safety Perception: Negative external views regarding community safety</p> <p>Job Deficiency: Shortage of high-paying jobs, which can impact economic mobility and income distribution</p> <p>Homelessness: 30% of SBD County homeless are located in SBD City</p> <p>Unfavorable PR: County not being publicized properly</p> <p>Economic Dominance: Proximity to and in competition with an economically dominant region to the west (Los Angeles and coastal regions)</p>	<p>Population Growth: More people moving to region</p> <p>Sustainable Logistics: Opportunity to clean up transport sector</p> <p>Aligned Leadership: Local leaders aligned on priorities</p> <p>Workforce: Young average age, 7 educational institutions, good trade training</p> <p>Grant Application Support: Assistance required in grant applications, along with the need for a strategic plan featuring shelf-ready projects for effective application</p> <p>Equal Opportunity Access: A need to ensure that all areas, including less developed and remote regions, have equal access to opportunities similar to more prosperous regions</p> <p>Federal Funding: Unprecedented levels due to IJA</p> <p>Other funding: Need shovel-ready projects to get additional grants</p>	<p>Educational Attainment: 80% high school graduation rate, 58% of graduates attend college w/in 12 months – both lower than state averages</p> <p>Density of Warehousing: Limits other / future opportunities; community concerns over expansion</p> <p>State Priorities: Not always consistent with local needs</p>

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Success Management Workshop

Early Action Plan Next Steps (Pending Available Resources)

	Q4 2023	Q1 2024	Q2 2024	Q3 2024
Early Action Plan Projects	1. Broadband	Identify interested jurisdictions and project champions	Work with IERBC to identify community-based ISP options	Determine existing conduit and dark fiber availability
	2. Smart Intersections	Identify interested jurisdictions and project champions	Coordinate with adjacent and overlapping jurisdictions	Conduct vendor meetings to refine pilot concept
	3. Smart Corridors	Identify interested jurisdictions and project champions	SBCTA coordinates time for peer information exchanges	SBCTA prepares data-sharing and other agreements
	4. ATIS and EMS	Conduct additional stakeholder interviews to identify efficiencies	Develop a high-level implementation plan	Work with locals to add improvements to capital plans
	5. CAD-to-CAD	Coordinate with stakeholder and vendors to refine next steps	Identify coverage area, applications, and requirements	Identify interested jurisdictions and project champions
	6. ZEV	Strategize ZEV CFI grant programs, work with private site managers	Convene stakeholders to test and shape grant concepts	Create framework to advance priority ZEV sites
	Grants	Start working the recommended actions for expected Q1 grants	Submit Q1 applications and prep for expected Q2 grants	Initiate recommended actions for expected Q3 grant
	Policy	Assemble sample policy language	Provide to and review with jurisdictions sample policies	Local jurisdictions access if policy changes are needed
	Opportunity/Risk Register	Add items as they are flagged	Further develop the opportunity and risk register	Identify ways to minimize risks and capitalize on opportunities
	Smart County Master Plan	Continue stakeholder outreach & data analysis	Work through several plan ideas to identify the top ones	Converge on most important plan elements
				Local jurisdiction secures funding and initiates deployment
				Local jurisdiction initiates project
				Initiate pilots
				Access ATIS system and identify communications platforms
				Scope the system and begin procurement development
				Continue to update plans based on grant results and progress
				Submit Q3 applications
				Local jurisdictions pursue policy changes, as needed
				Continue to maintain the opportunity and risk register
				Draft of Smart County Master Plan submitted for review

Haven Avenue

10.3 mile corridor

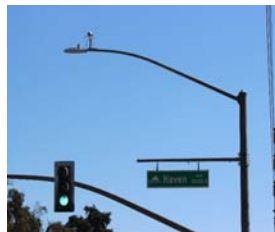
Ontario Ranch Road to Wilson Avenue

38 intersections

Ontario – 13 intersections

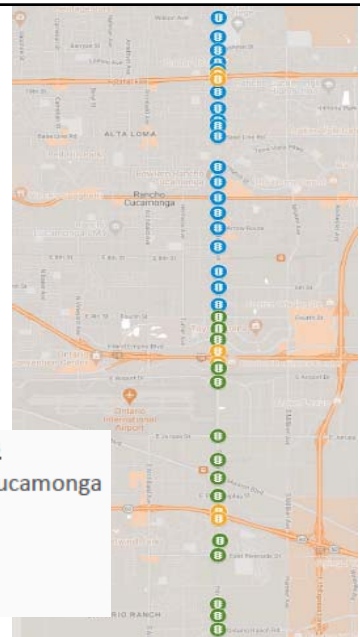
Rancho Cucamonga – 19 intersections

Caltrans – 6 intersections







Project Intersections

- City of Rancho Cucamonga
- City of Ontario
- Caltrans



Recommendations Advanced for Implementation

Project Description	Project Description
Ontario – Haven Ave (Riverside to Creekside) – remove old copper wire signal interconnect and install new fiber optic cable in existing conduit. Create path to connect new fiber to OntarioNet.	Rancho Cucamonga – Install new video detection systems at Haven/Amber, Haven/Banyan, Haven/Lemon, and Haven/Alta Loma.
Ontario – Haven Ave (Francis to SR-60 EB ramps) – install new fiber optic cable in new conduit. Create path to connect to Caltrans at EB SR-60 on-ramp. Procure firewalls for new connection.	Rancho Cucamonga – Provide Signal Performance Measures (SPM) platform along Haven Ave and Foothill Blvd.
Ontario – install new video detection systems at Haven/Concours, Haven/Guasti and Haven/Riverside.	
Ontario – install new CCTV cameras at Haven/Inland Empire and Haven/Philadelphia.	
	 Haven Avenue Pilot Project

Project	Benefits
Ontario – Haven Ave (Riverside to Creekside) – removed old copper wire signal interconnect and installed new fiber optic cable in existing conduit. Created path to connect to OntarioNet Two new controllers and cabinets.	<ul style="list-style-type: none"> • Bring new signals online with the central traffic signal management software. • Expand OntarioNet.
Ontario – Haven Ave (Francis to SR-60 EB ramps) – installed new fiber optic cable in new conduit. Created path to connect to Caltrans D-8 at EB SR-60 on-ramp. Procure firewalls for new connection.	<ul style="list-style-type: none"> • Bring new signals online with the central traffic signal management software. • Expand OntarioNet. • Allow city staff to view (“Read Only”) status of Caltrans traffic signals. • Enables future enhanced coordination with Caltrans
Ontario – install new video detection systems at Haven/Concours, Haven/Guasti and Haven/Riverside.	<ul style="list-style-type: none"> • Updates/upgrades vehicle detection to newest technology. • Enables viewing of video images at city hall • Enables other detection capabilities such as detection of bicycles and pedestrians.
	 Deployment Benefits

Project	Benefits
Ontario – install new CCTV cameras at Haven/Inland Empire and Haven/Philadelphia.	<ul style="list-style-type: none"> Enables viewing of video images at city hall. Full pan/tilt/zoom capabilities enhance incident detection and response activities.
RC – install new video detection systems at Haven/Amber, Haven/Banyan, Haven/Lemon, and Haven/Alta Loma.	<ul style="list-style-type: none"> Updates/upgrades vehicle detection to newest technology. Enables viewing of video images at city hall. Enables other detection capabilities such as detection of bicycles and pedestrians.
RC – Provided Signal Performance Measures (SPM) platform along Haven Ave and Foothill Blvd.	<ul style="list-style-type: none"> Enables proactive monitoring of traffic signal operations at the intersection level. Enables pre-set “alerts” to be sent to city staff when certain events / activities are occurring. Can monitor connectivity between the intersection and the central system. Platform can be shared among traffic operations staff and maintenance staff.

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Deployment Benefits

San Bernardino Smart County Early Action Plan

- Moving Forward
 - Master Plan Needs to Strategies
- Emerging Tech Ad Hoc Sunset

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Questions?



cog

San Bernardino
Council of Governments

Minute Action

AGENDA ITEM: 20

Date: November 1, 2023

Subject:

San Bernardino Council of Governments Services and Member Dues

Recommendation:

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

- A. Receive a report on the direction provided by the Council of Governments Ad Hoc Committee.
- B. Direct staff to bring back an item in December 2023 to begin budgeting for an increased level of Council of Governments services for Fiscal Year 2024/2025 and to increase the SBCOG agency dues consistent with that activity.

Background:

On July 5, 2023, San Bernardino Council of Governments (SBCOG) staff brought forth a Council of Governments (COG) work plan update to the SBCOG Board of Directors (Board). This item was previously heard at the June 14, 2023, General Policy Committee (GPC). Following the discussion at GPC, staff was directed to add a recommendation to the July 5, 2023 Board meeting agenda to establish an Ad Hoc Committee (Ad Hoc) to discuss expanding the capacity of the COG and increasing the dues paid by the member agencies. Since August 2023, the COG Ad Hoc has met monthly and has provided staff with direction over the last three months that has resulted in this information item, which could lead to a subsequent recommendation.

Since 2018, the COG has relied on the funds from the Property Assessed Clean Energy / Home Energy Renovation Opportunity program to supplement COG dues and has implemented several programs through the 2018 work plan. These have included the creation and implementation of the Emergency Communication Nurse System, research and preparation for creation of a Housing Trust, and grant research and writing. Based on discussion at the July 5, 2023 Board meeting, the Board authorized the creation of an Ad Hoc Committee to discuss the COG, its budget, and potential additional services that could be offered.

The August COG Ad Hoc meeting included a presentation of research completed which analyzed the programs and budgets of the San Gabriel Valley Council of Governments (SGVCOG), Western Riverside Council of Governments (WRCOG), and the Coachella Valley Association of Governments (CVAG). Staff completed a comparison of programs and fund sources of these sister agencies and how SBCOG compares; and the consensus was that the funds received by the sister agencies allowed them to have large programs with a broad reach. Minimal funds and staff for SBCOG inhibits the agency's ability to provide a broader set of services and programs for its member agencies. In addition, the other COGs tend to have both a set of general services (or baseline services), offered to all the jurisdictions, as well as subscription services provided to a smaller set of jurisdictions who wish to benefit from each service.

Entity: San Bernardino Council of Governments

Board of Directors Agenda Item

November 1, 2023

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The September Ad Hoc discussion included a presentation of options for increased COG services, and COG budget at two different levels. The Ad Hoc identified the baseline increase as the starting point for consideration. This includes increasing COG staff to three, as well as consultant support, which will carry out the functions of project management, liaison, regional advocacy, and grant writer/coordinator. This would increase the annual COG Budget to \$1.5 million and 3 staff for a baseline of services from the current \$658,000 and 1.3 staff. The Ad Hoc is recommending that the increase to \$1.5 million of revenue for baseline services be incorporated into the SBCOG budget planning process for Fiscal Year (FY) 2024/2025. This would not include revenue from grant-funded projects or subscription services. For example, calendar years 2024 and 2025 will be seeing a large increase in grant dollars from the Regional Early Action Program 2.0 (REAP 2.0) being funded through the California Department of Housing and Community Development (HCD) and the Southern California Association of Governments (SCAG).

The October Ad Hoc discussion concerned the allocation of costs to the SBCOG member jurisdictions. Staff provided three alternative scenarios to the Ad Hoc regarding the distribution of COG baseline costs across jurisdictions.

- Population
- Fund Sales and Property Tax Revenues Received
- 50% Population/50% Fund Sales and Property Tax Revenues Received

Table 1 shows the shares of the \$1.5 million in annual COG dues that would be assessed based on the three methods listed above. The table also includes the current jurisdiction-level dues assessments and the increase that would occur under the three scenarios. The Ad Hoc is recommending the 50% Population / 50% Fund Sales and Property Tax Revenues as the proposed cost allocation method which is presented with this item as an attachment, but is suggesting a month of review and consideration of the options by the jurisdictions before a formal recommendation is proposed.

Therefore, the Board is not being asked to approve any recommendations at the November 1, 2023 meeting. Rather, the information generated through the SBCOG Ad Hoc committee meetings is being provided so that jurisdictions can have their own internal discussions concerning the Ad Hoc Committee recommendations, ask questions of SBCOG staff or Ad Hoc Committee members, and gather any additional information that would be helpful in their consideration of the recommendations. The Board would then be asked to make a decision at the December 6, 2023 meeting regarding a budget recommendation and guidance to staff going into the budget season for FY 2024/2025. This will also provide ample time for jurisdictions to factor any changes into their budgets for next fiscal year as well.

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget. The impact will be for budget Fiscal Year 2024/2025.

Reviewed By:

The COG Ad Hoc Committee directed staff to bring this item directly to the Board for consideration so this item has not received prior policy or technical advisory committee review.

Responsible Staff:

Monique Reza-Arellano, Chief of COG and Equity Programs

San Bernardino Council of Governments

Board of Directors Agenda Item
November 1, 2023
Page 3

Approved
Board of Directors
Date: November 1, 2023
Witnessed By:

SBCOG General Assessment Dues & Potential Increase

Current Assessment Dues						Options for Proposed Increase in Assessment Dues										
Jurisdiction:	OTHER MONETARY OBLIGATIONS					100% Population				100% Revenue				50% Population/50% Revenue		
	Original	2016	2022	Total Current	Total	Population	Population	Increase based on	\$1.5 M	Tax	Tax	Increase based on	\$1.5 M	Populaton & Revenues Allocation %	Increase based on Population & Revenue	\$1.5 M Total Dues
	Assessment (1)	Assessment (2)	Assessment (3)	AMOUNT (5)+(6)												
Adelanto	\$1,856	\$5,337	\$8,000	\$13,337	\$15,193	36,357	1.662%	\$17,102	\$32,295	8,290,201	0.355%	\$3,656	\$18,849	1.009%	\$10,379	\$25,572
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Needles	\$270	\$5,337	\$8,000	\$13,337	\$13,607	4,876	0.223%	\$2,294	\$15,901	8,921,710	0.382%	\$3,935	\$17,542	0.303%	\$3,114	\$16,721
Ontario	\$14,216	\$5,337	\$8,000	\$13,337	\$27,553	179,516	8.206%	\$84,443	\$111,996	243,176,826	10.421%	\$107,242	\$134,795	9.314%	\$95,842	\$123,395
Rancho Cucamonga	\$13,287	\$5,337	\$8,000	\$13,337	\$26,624	174,476	7.975%	\$82,072	\$108,696	87,561,737	3.752%	\$38,615	\$65,239	5.864%	\$60,344	\$86,968
Redlands	\$5,129	\$5,337	\$8,000	\$13,337	\$18,466	72,585	3.318%	\$34,143	\$52,609	66,216,730	2.838%	\$29,202	\$47,668	3.078%	\$31,673	\$50,139
Rialto	\$6,372	\$5,337	\$8,000	\$13,337	\$19,709	103,954	4.752%	\$48,899	\$68,608	111,985,260	4.799%	\$49,386	\$69,095	4.775%	\$49,142	\$68,851
San Bernardino	\$11,462	\$5,337	\$8,000	\$13,337	\$24,799	220,840	10.095%	\$103,881	\$128,680	129,701,848	5.558%	\$57,199	\$81,998	7.827%	\$80,540	\$105,339
Twentynine Palms	\$1,139	\$5,337	\$8,000	\$13,337	\$14,476	27,685	1.266%	\$13,023	\$27,499	10,674,796	0.457%	\$4,708	\$19,184	0.861%	\$8,865	\$23,341
Upland	\$5,217	\$5,337	\$8,000	\$13,337	\$18,554	79,139	3.618%	\$37,226	\$55,780	41,173,743	1.765%	\$18,158	\$36,712	2.691%	\$27,692	\$46,246
Victorville	\$7,001	\$5,337	\$8,000	\$13,337	\$20,338	136,561	6.242%	\$64,237	\$84,575	65,149,801	2.792%	\$28,731	\$49,069	4.517%	\$46,484	\$66,822
Yucaipa	\$3,020	\$5,337	\$8,000	\$13,337	\$16,357	54,494	2.491%	\$25,634	\$41,991	19,954,046	0.855%	\$8,800	\$25,157	1.673%	\$17,217	\$33,574
Yucca Valley	\$1,223	\$5,337	\$8,000	\$13,337	\$14,560	21,813	0.997%	\$10,261	\$24,821	11,976,891	0.513%	\$5,282	\$19,842	0.755%	\$7,771	\$22,331
County	\$19,598	\$5,330	\$8,000	\$13,330	\$32,928	300,003	13.713%	\$141,119	\$174,047	1,122,622,000	48.110%	\$495,080	\$528,008	30.912%	\$318,100	\$351,028
	\$137,523	\$133,418	\$200,000	\$333,418	\$470,941	2,187,665	100%	\$1,029,059	\$1,500,000	2,333,448,755	100%	\$1,029,059	\$1,500,000	100%	1,029,059	\$1,500,000

NOTES:

1) Original assessment based on 50% on population and 50% on assessed value. Amounts are adjusted every fiscal year.

2) In FY2015/2016, the Board of Directors approved an additional \$133,418 every fiscal year for Council of Government (COG) activities.

3) In FY2021/2022, the Board of Directors approved additional monetary obligations for COG activities: \$66,675 for FY22-23, \$133,350 for FY23-24, \$200,000 for FY24-25 and escalation every fiscal year thereafter of the lower of CPI factor or 2%.

4) Population amounts from the State Department of Finance.

5) Generaal fund tax revenues include property and sales tax in audited financial statements for FY 2022, except for Town of Apple Valley FY 2021 and City of Adelanto FY 2020. Additonal district tax is subtracted for Barstow, Montclair Redlands, San Bernardino, Victorville, and Yucca Valley for FY 2022.

Board of Directors 11/1/2023

Monique Arellano
Chief of Council of Governments and Equity Programs



cog

San Bernardino
Council of Governments

Curt Hagman, 4th District

Jesse Armendarez, 2nd District

Alan Wapner, Ontario

Dennis Michaels, Rancho Cucamonga

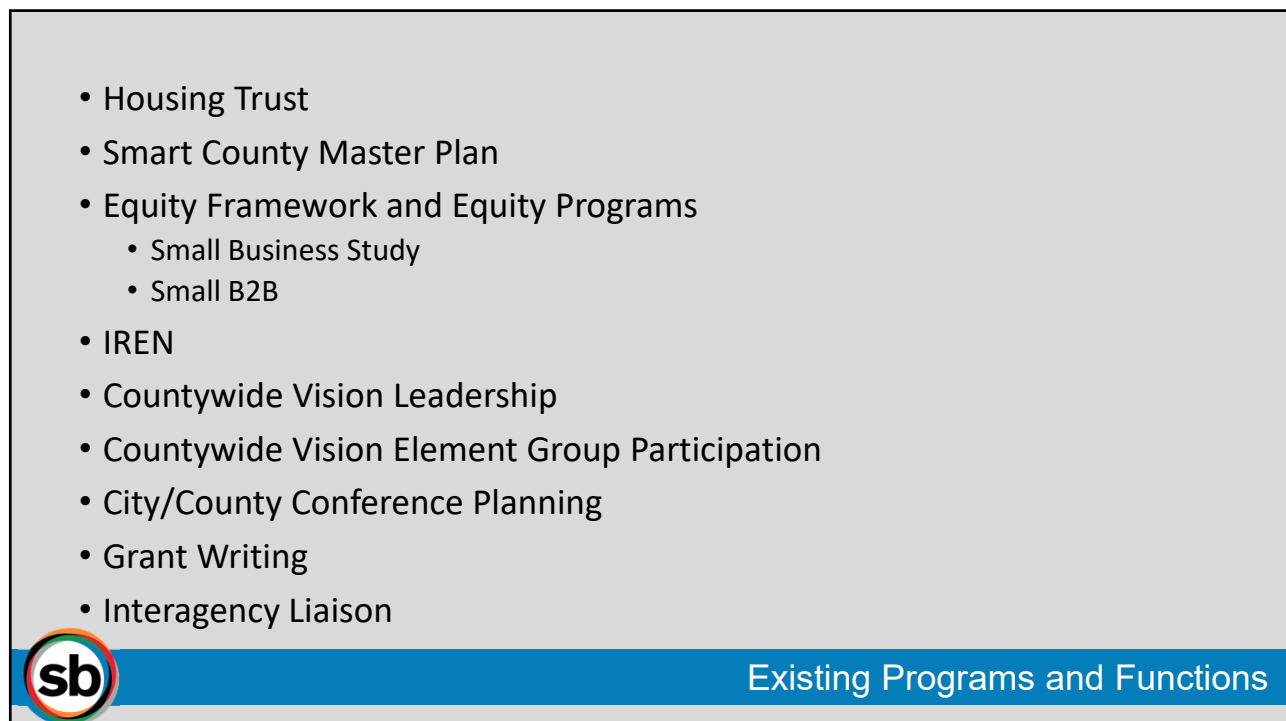
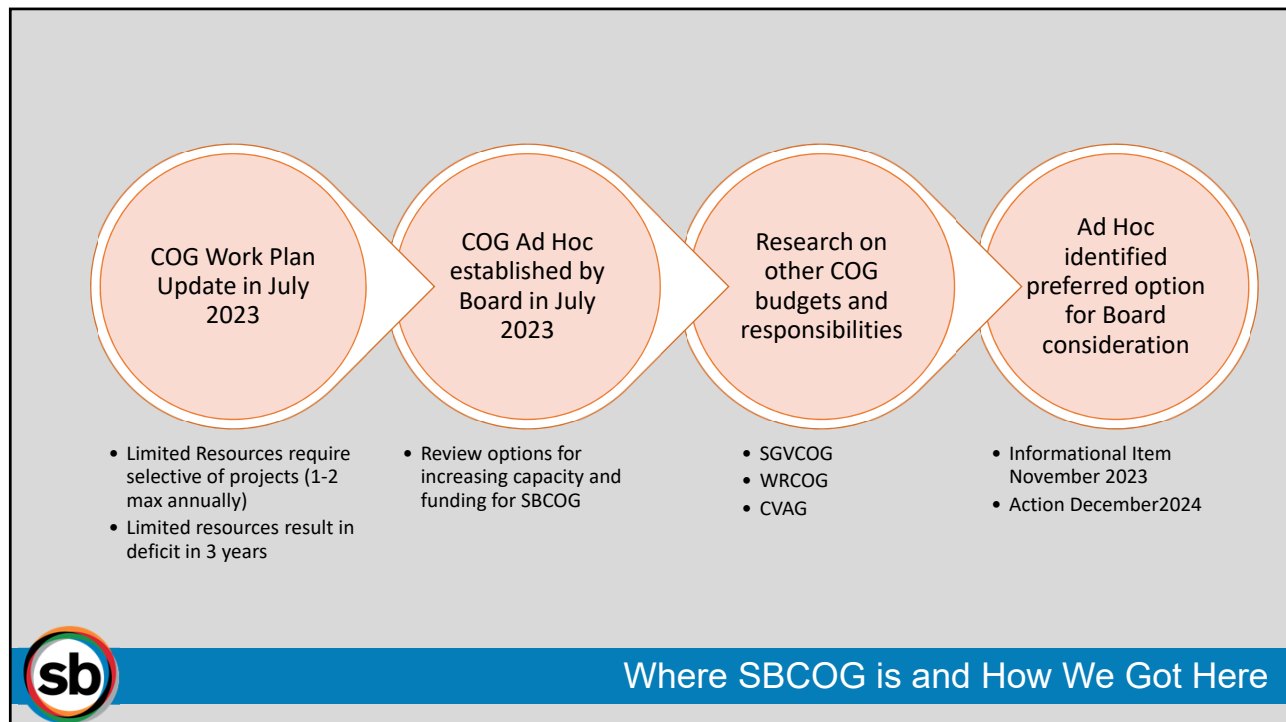
Acquanetta Warren, Fontana


John Dutrey, Montclair

Helen Tran, San Bernardino




COG Ad Hoc






SBCOG Budget

2023-2024 SBCOG Budget		
Summary Budget		
Summary Budget		
Agency Staff	Budget	Program
3.25	\$ 658,092	Work Plan/Operating
	\$ 250,000	Equity Framework and Small B2B
	\$ 315,000	Housing Trust - Program funded by participants
	\$ 750,000	IREN
	\$ 900,000	Smart County Master Plan - funded by partners
	\$ 2,873,092	TOTAL SBCOG PROGRAMS FOR 2023-2024
Program Revenue Sources		
Program	Budget	Fund Source
Work Plan/Operating	\$ 397,943	Member Dues
Work Plan/Operating	\$ 187,500	REAP Funds
Work Plan/Operating	\$ 72,649	Previous Fund Balance
Equity Framework and Small B2B	\$ 250,000	SBCTA Indirect funds
Housing Trust	\$ 315,000	Program Funded by participating members
IREN	\$ 750,000	IREN Allocation
SCMP	\$ 900,000	County Funds
	\$ 2,873,092	



2023 SBCOG WORK PLAN AND BUDGET LOOK-AHEAD

	23/24	24/25	25/26	26/27
BEGINNING FUND BALANCE	\$ 72,649.00	\$ 54,333.00	\$ 55,352.00	\$ 36,216.00
REVENUES				
SBCOG FUNDS	\$ 397,943.00	\$ 464,609.00	\$ 473,901.00	\$ 483,379.00
REAP FUNDS	\$ 187,500.00	\$ 187,500.00	\$ 187,500.00	\$ 100,000.00
TOTAL REVENUES	\$ 658,092.00	\$ 706,442.00	\$ 716,753.00	\$ 619,595.00
EXPENDITURES				
STAFF AND OPERATIONS	\$ 581,283.00	\$ 607,542.00	\$ 635,114.00	\$ 664,065.00
PROFESSIONAL SERVICES	\$ 95,125.00	\$ 97,881.00	\$ 100,775.00	\$ 103,814.00
TOTAL EXPENDITURES	\$ 676,408.00	\$ 705,423.00	\$ 735,889.00	\$ 767,879.00
ENDING FUND BALANCE	\$ 54,333.00	\$ 55,352.00	\$ 36,216.00	\$ (112,068.00)



SBCOG Budget Look Ahead

COG Budget Comparison

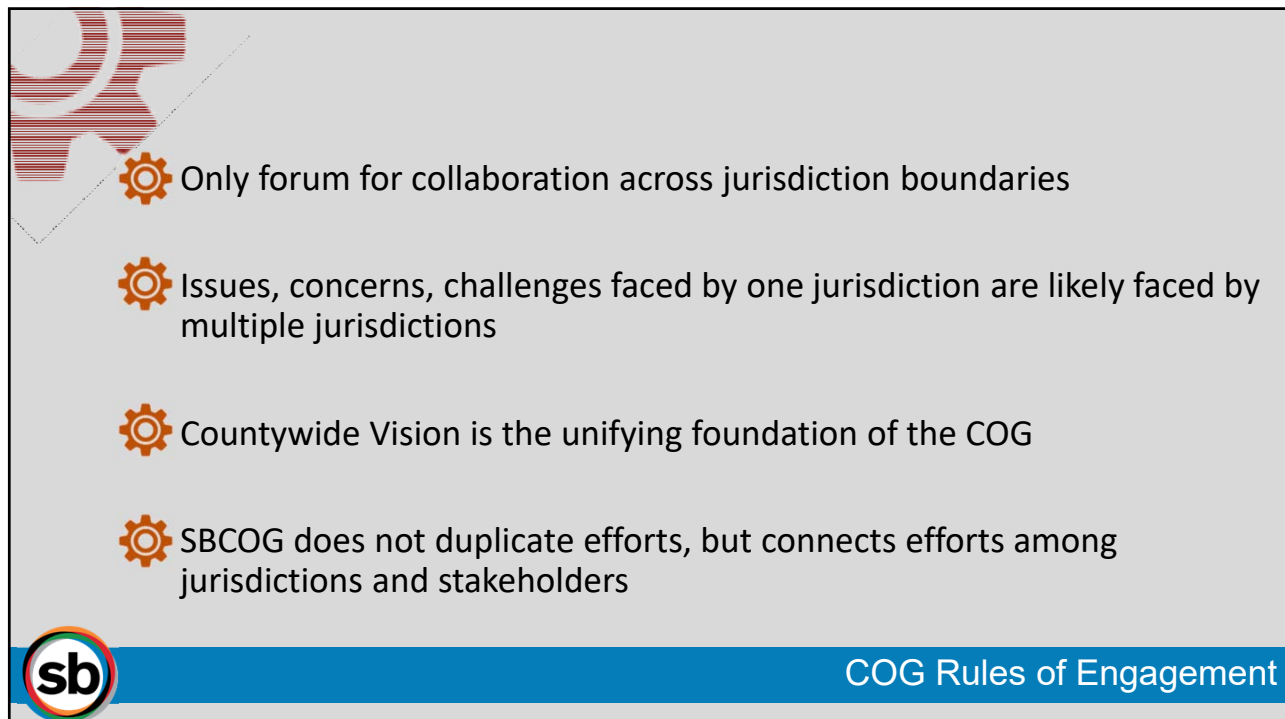
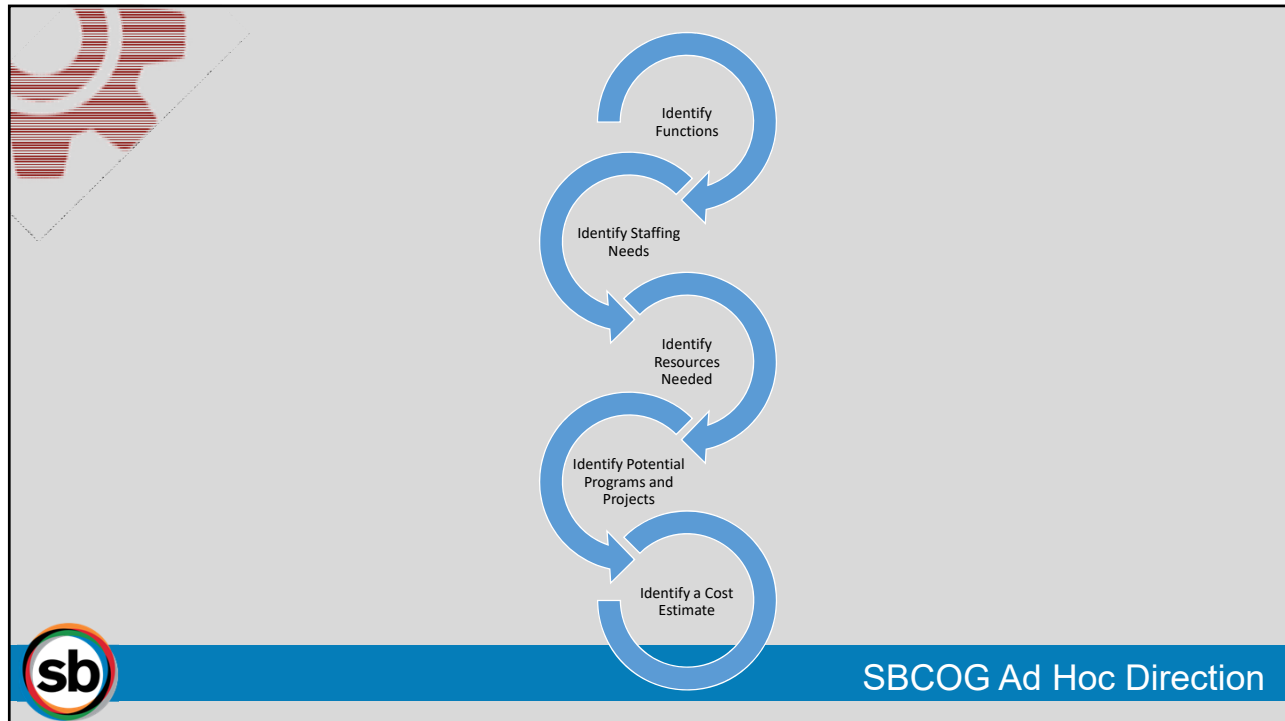
Program Funds	SBCOG	WRCOG	SGVCOG
Member Dues	397,943	294,410	855,175
SCAG REAP	187,500	76,000	1,551,833
Housing Trust – Participant Agencies Cost Allocated	315,000	--	336,000
REN	750,000	1,150,000	180,000
Smart County Master Plan	900,000	--	--
Equity Programs	250,000	--	--
TUMF		2,240,800	--
Fellowship Program – HERO Funds		100,000	--
HERO Admin		2,875,000	--
Solid Waste/Recycling (\$0.17/DU)		126,000	--
Clean Cities Program – Participant Agencies Cost Allocated		340,167	--
Streetlight Program – Participant Agencies Cost Allocated		135,000	--
Used Oil – Gas Tax		198,398	--
Broadband Needs Assessment – Grant			500,000
Neighborhood Coyote Program – Participant Agencies Cost Allocated			90,000
Regional Food Recovery– Participant Agencies Cost Allocated			204,264
Homelessness – County Allocation of Measure H			2,345,000
Mobile Crisis – Grant			425,861
SGV Works – Grant			425,861
East SGV Sustainable Multimodal Improvement Program –Grant			1,000,000
VMT – Participant Agencies Cost Allocated			60,000
Total	\$2,800,443	\$7,535,775	\$7,973,994
FTEs	3.25	29	34
Member Agencies	25	21+4 Supervisor Districts	34+2 Supervisor Districts

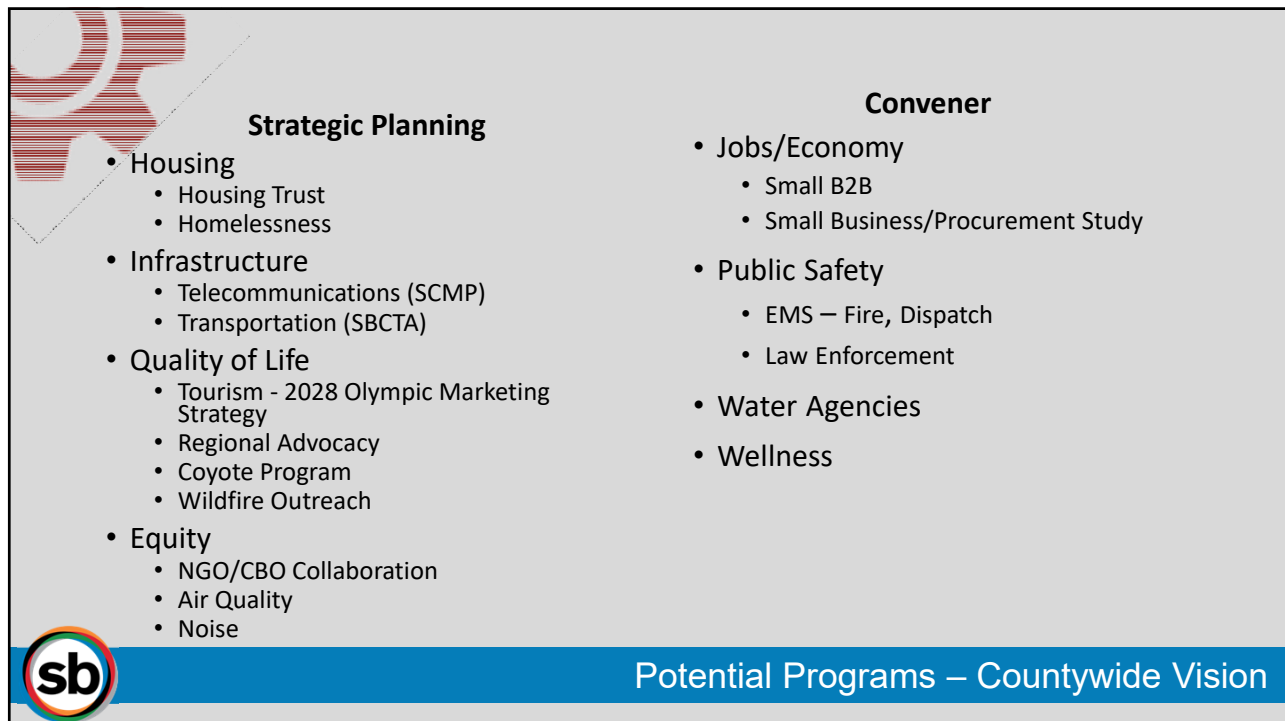
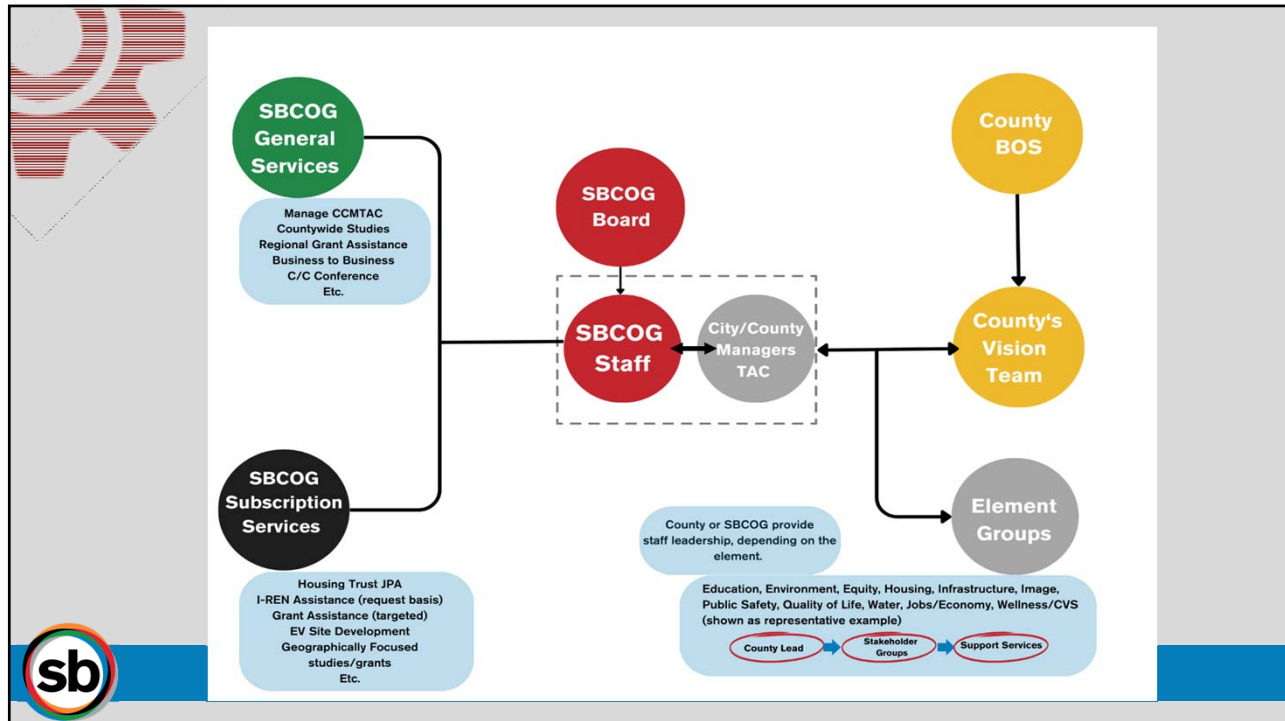
SBCOG

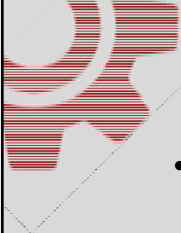
Regional and Average Budgets

Regional COG Budgets				
SGVCOG	\$ 4,932,973			
WRCOG	\$ 2,203,508	(Will be increasing)		
CVAG	\$ 2,819,659			
Average	\$ 3,318,713			
SBCOG	\$ 658,092			


SBCOG



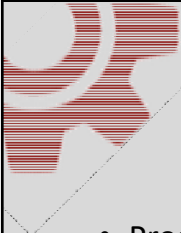




- 2 approaches
 - Baseline COG Functions
 - Full COG
- Baseline COG identified for recommendation Board of Directors




COG Rules of Engagement



SBCOG Baseline Functions

- Program Managers/Project Managers
- Interagency Ambassador/Liaison
- Regional Advocacy/Outreach
- Consultant Support

- COG Staff Proposal
 - 3 FTEs– Baseline Services
 - 1.5 PMs (+/- 6 programs)
 - 1 Ambassador/Liaison/Coordinator
 - 25 member jurisdictions
 - SCAG
 - Joint COGs
 - CALCOG
 - League of Cities
 - CBOs and NGOs
 - ½ FTE Grant Writer/Coordinator
 - Consultant Services
 - Grant Writing
 - Project Development
 - Project Implementation
 - Technical Studies
 - Outreach
 - Marketing

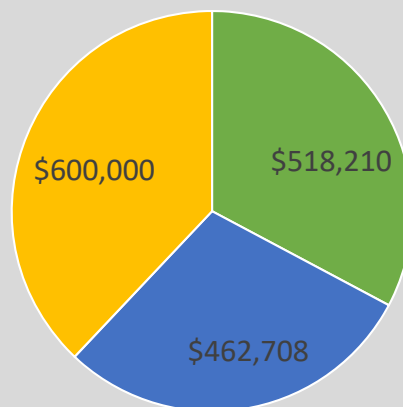


COG Baseline Proposal

Baseline Functions vs. Subscription

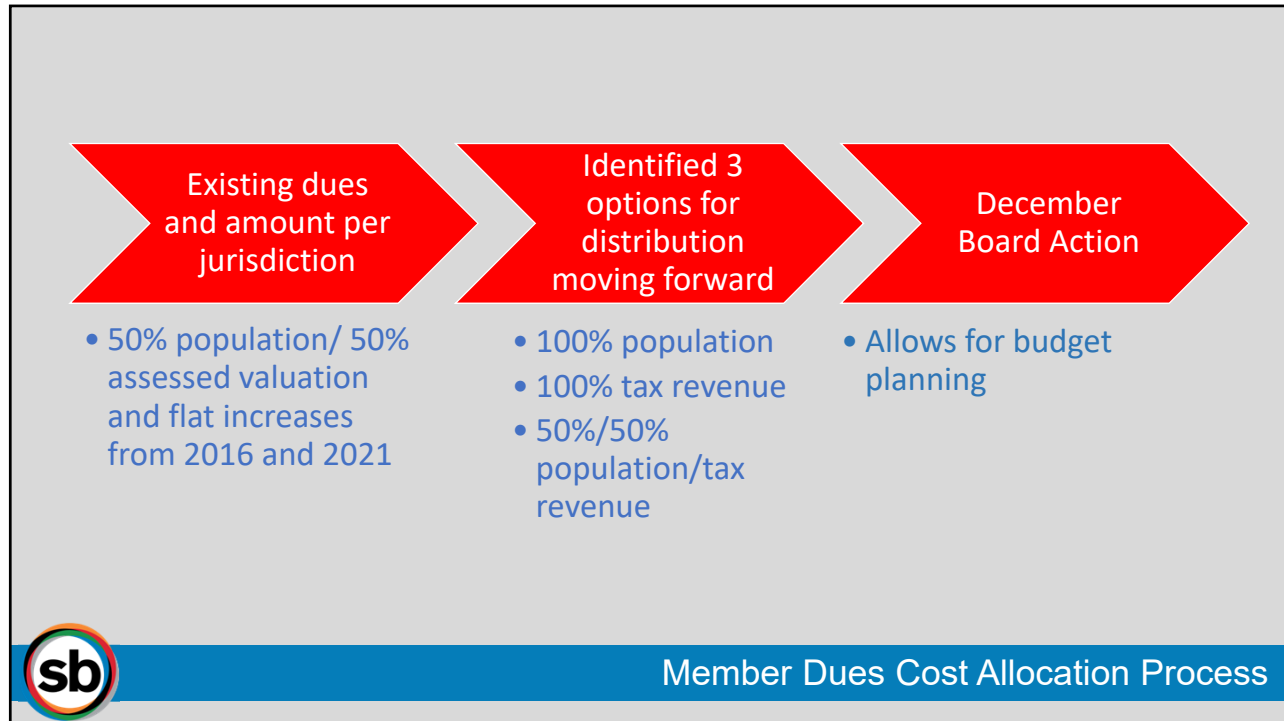
	Functions	COG Staff Time	County Staff Time	Consultant
A	Grant Writing	1 FTE - Funded by SBCTA/SBCOG	As Needed	Yes
B	Program Managers/Project Managers	3 FTE (COG Staff)	1 FTE (CEO Office)	As Needed
	Countywide Vision Leadership	Included Above		
	Small B2B	Part FTE	ED/Procurement	As Needed
	City/County Conference Planning	Part FTE		
	Homelessness Strategic Plan Create and Implement	Part FTE	Multiple	Yes
	Public Safety Convener On going	Part FTE	County Fire, County Sheriff	As Needed
	Regional Forums/Summits on Issues agencies are working through	Part FTE	CEO Office	As Needed
	Fellowship Program	Part FTE	Workforce	As Needed
	Housing Trust Implement	1 FTE + Part FTE	CDH	Yes
	Smart County Master Plan Create and Implement	Part FTE	1/2 FTE	Yes
	Clean Cities Create and Implement (Alternative Fuel)	Part FTE		Yes
	Climate Adaptation/Resiliency Plan Create and Implement	Part FTE		Yes
	Tourism Marketing Create and Implement	Part FTE	County and local EDA staff	Yes
	2028 Olympics> Highlight tourism, transportation			
	VMT Bank Create and Implement	2 FTE Equivalent (SBCTA)		Yes
	Wildfire Prevention and Education Program	Part FTE		As Needed
	Streetlight Program	Part FTE	DPW	As Needed
C	Regional Advocacy and Engagement	Part FTE	CEO Office/Multiple Depts	As Needed
D	Interagency Ambassador/Liaison	1 FTE Equivalent	CEO Office/Multiple Dpts.	
D.1	League, SCAG, Joint COGs,	Part FTE		
D.2	NGO/CBO Coordination/Engagement	Part FTE	CEO Office	
D.3	Liaison between county and cities	Part FTE	CEO Office/Multiple Dpts.	
	Ambulance Issues			
	Animal Shelter			
	MS4 Permits			

SBCOG Budget/Costs \$1.5 Million



■ Existing Staff ■ New Staff Cost ■ Consultant Team





Current Assessment Dues						Options for Proposed Increase in Assessment Dues											
Jurisdiction:	Original Assessment (1)	2016 Assessment (2)	2022 Assessment (3)	OTHER	Total Current Assessments (1)-(2)+(3)	100% Population				100% Revenue				50% Population/50% Revenue			
				MONETARY OBLIGATIONS AMOUNT (5)+(6)		Population 2022 (4)	Population Allocation %	Increase based on Population	\$1.5 M Total Dues	Tax Revenues (5)	Tax Revenues Allocation %	Increase based on Revenue	\$1.5 M Total Dues	Population & Revenues Allocation %	Increase based on Population & Revenue	\$1.5 M Total Dues	
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Loma Linda	\$1,466	\$5,337	\$8,000	\$13,337	\$14,803	25,349	1.159%	\$11,924	\$26,727	12,255,309	0.525%	\$5,405	\$20,208	0.842%	\$8,664	\$23,467	
Montclair	\$2,203	\$5,337	\$8,000	\$13,337	\$15,540	37,846	1.730%	\$17,802	\$33,342	31,424,075	1.347%	\$13,858	\$29,398	1.538%	\$15,830	\$31,370	
Needles	\$270	\$5,337	\$8,000	\$13,337	\$13,607	4,876	0.223%	\$2,294	\$15,901	8,921,710	0.382%	\$3,935	\$17,542	0.303%	\$3,114	\$16,721	
Ontario	\$14,216	\$5,337	\$8,000	\$13,337	\$27,553	179,516	8.206%	\$84,443	\$111,996	243,176,826	10.421%	\$107,242	\$134,795	9.314%	\$95,842	\$123,395	
Rancho Cucamonga	\$13,287	\$5,337	\$8,000	\$13,337	\$26,624	174,476	7.975%	\$82,072	\$108,696	87,561,737	3.752%	\$38,615	\$65,239	5.864%	\$60,344	\$86,968	
Redlands	\$5,129	\$5,337	\$8,000	\$13,337	\$18,466	72,585	3.318%	\$34,143	\$52,609	66,216,730	2.838%	\$29,202	\$47,668	3.078%	\$31,673	\$50,139	
Rialto	\$6,372	\$5,337	\$8,000	\$13,337	\$19,709	103,954	4.752%	\$48,899	\$68,608	111,985,260	4.799%	\$49,386	\$69,095	4.775%	\$49,142	\$68,851	
San Bernardino	\$11,462	\$5,337	\$8,000	\$13,337	\$24,799	220,840	10.095%	\$103,881	\$128,680	129,701,848	5.558%	\$57,199	\$81,998	7.827%	\$80,540	\$105,339	
Twentynine Palms	\$1,139	\$5,337	\$8,000	\$13,337	\$14,476	27,685	1.266%	\$13,023	\$27,499	10,674,796	0.457%	\$4,708	\$19,184	0.861%	\$8,865	\$23,341	
Upland	\$5,217	\$5,337	\$8,000	\$13,337	\$18,554	79,139	3.618%	\$37,226	\$55,780	41,173,743	1.765%	\$18,158	\$36,712	2.691%	\$27,692	\$46,246	
Victorville	\$7,001	\$5,337	\$8,000	\$13,337	\$20,338	136,561	6.242%	\$64,237	\$84,575	66,149,801	2.792%	\$28,731	\$49,069	4.517%	\$46,484	\$66,822	
Yucaipa	\$3,020	\$5,337	\$8,000	\$13,337	\$16,357	54,494	2.491%	\$25,634	\$41,991	19,954,046	0.855%	\$9,800	\$25,157	1.673%	\$17,217	\$33,574	
Yucca Valley	\$1,223	\$5,337	\$8,000	\$13,337	\$14,560	21,813	0.997%	\$10,261	\$24,821	11,976,891	0.513%	\$5,202	\$19,842	0.755%	\$7,771	\$22,331	
County	\$19,598	\$5,330	\$8,000	\$13,330	\$32,928	300,003	13.713%	\$141,119	\$174,047	1,122,622,000	48.110%	\$495,080	\$528,008	30.912%	\$318,100	\$351,028	
	\$137,523	\$133,418	\$200,000	\$333,418	\$470,941	2,187,665	100%	\$1,029,059	\$1,500,000	2,333,448,755	100%	\$1,029,059	\$1,500,000	100%	1,029,059	\$1,500,000	

NOTES:

1) Original assessment based on 50% on population and 50% on assessed value. Amounts are adjusted every fiscal year.

2) In FY2015/2016, the Board of Directors approved an additional \$133,418 every fiscal year for Council of Government (COG) activities.

3) In FY2021/2022, the Board of Directors approved additional monetary obligations for COG activities: \$66,675 for FY22-23, \$133,350 for FY23-24, \$200,000 for FY24-25 and escalation every fiscal year thereafter of the lower of CPI factor or 2%.

4) Population amounts from the State Department of Finance.

5) General fund tax revenues include property and sales tax in audited financial statements for FY 2022, except for Town of Apple Valley FY 2021 and City of Adelanto FY 2020. Additional district tax is subtracted for Barstow, Montclair Redlands, San Bernardino.

Minute Action

AGENDA ITEM: 21

Date: November 1, 2023

Subject:

Baseline Agreement for the Interstate 10 Corridor Freight and Managed Lane Project, Contract 2

Recommendation:

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

Authorize the Executive Director, or his designee, to finalize and execute the Trade Corridor Enhancement Program Baseline Agreement No. 24-1003048 with the California Transportation Commission and the California Department of Transportation for the Interstate 10 Corridor Freight and Managed Lane Project, Contract 2, subject to approval as to form by SBCTA General Counsel.

Background:

In 2017, the State Legislature passed and the Governor signed Senate Bill 1 (SB 1), known as the Road Repair and Accountability Act, increasing transportation funding and instituting transportation funding reforms. Two key competitive programs funded by SB 1 are the Solutions for Congested Corridors Program (SCCP), targeted at \$250 million per year, and the Trade Corridor Enhancement Program (TCEP), targeted at \$300 million per year.

The TCEP provides an ongoing source of State funding dedicated to freight-related projects. This statewide, competitive program funds infrastructure improvements on federally designated Trade Corridors of National and Regional Significance on the Primary Freight Network and along corridors that have a high volume of freight movement. The primary objective of the SCCP is to fund projects designed to reduce congestion in highly traveled and highly congested corridors through performance improvements that balance transportation improvements, community impacts, and that provide environmental benefits. Both programs are administered by the California Transportation Commission (CTC).

Consistent with the SB 1 Grant Application Strategy presented to the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) in November 2021, SBCTA staff ultimately submitted applications requesting funding for the Interstate 10 (I-10) Corridor Freight and Managed Lane Project, Contract 2; the US 395 Freight Mobility and Safety Project, Phase 2; and the San Bernardino Line Double Track Project, Control Point (CP) Lilac to CP Sycamore.

On June 28, 2023, the CTC adopted the Program of Projects for the 2022 TCEP and the 2022 SCCP. The final funding request amounts and the funds ultimately awarded to the projects are indicated in Table 1.

**Table 1. SB 1 Competitive Program Funding Requests
and Awards to SBCTA, Cycle 3**

<u>Project</u>	<u>Funding Request</u>	<u>Funding Award</u>
I-10 Corridor Freight and Managed Lane Project, Contract 2	\$85 million	\$85 million
US 395 Freight Mobility and Safety Project, Phase 2	\$35 million	\$35 million
San Bernardino Line Double Track, CP Lilac to CP Sycamore	\$33.5 million	----

It should be noted that the project applications for both the I-10 Corridor Freight and Managed Lane Project, Contract 2 and the US 395 Freight Mobility and Safety Project, Phase 2 included an investment in zero-emission truck fueling and/or charging infrastructure. Additionally, consistent with Board approval, SBCTA staff will propose the San Bernardino Line Double Track Project for State Transportation Improvement Program (STIP) funds in the 2024 STIP Cycle. The 2024 STIP is scheduled to be adopted by the CTC before April 1, 2024.

In accordance with the SB 1 Accountability and Transparency Guidelines, SBCTA must enter into a Baseline Agreement with the California Department of Transportation (Caltrans) and the CTC for any project receiving TCEP funds. The Baseline Agreement sets forth the agreed upon expected project benefits, scope, schedule, and cost and provides a benchmark for comparison to the current status of the project and the forecast of conditions under a no-build scenario. Baseline Agreements identify the agency responsible for meeting the reporting requirements and, for locally implemented projects, identify Caltrans' responsibilities relative to the type and location of the project. Additionally, the CTC considers the Baseline Agreement as the front-end document that forms the foundation for in-progress and follow-up accountability.

Because the I-10 Corridor Freight and Managed Lane Project, Contract 2 has already obtained environmental clearance, the fully signed Baseline Agreement for this project must be approved by the CTC no later than the December 2023 CTC meeting. Environmental clearance is pending for the zero-emission component of the US 395 Freight Mobility and Safety Project, Phase 2; therefore, SBCTA staff will present the Baseline Agreement for the US 395 Freight Mobility and Safety Project, Phase 2 for Committee review and Board approval in November and December 2023, respectively. For awarded projects that do not yet have environmental clearance, fully signed Baseline Agreements must be approved by the CTC no later than June 2024.

Technical updates to the attachments to the Baseline Agreement that do not affect the scope or legal terms of the Agreement are still being coordinated by SBCTA and Caltrans staff. Therefore, staff is recommending that the Board authorize the Executive Director, or his designee, to finalize and execute the Baseline Agreement for the I-10 Corridor Freight and Managed Lane Project, Contract 2. It should be noted that certain elements included in the attached Project Programming Requests (PPR), such as project milestones, are outdated as the San Bernardino County Transportation Authority

Board of Directors Agenda Item

November 1, 2023

Page 3

PPRs attached to the Baseline Agreement are the PPRs that were originally submitted with the TCEP application, per Caltrans direction. Because of this, it will be necessary for SBCTA to request approval of an allocation request extension for the TCEP funds.

Financial Impact:

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

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. This item is being directly presented to this body because SBCTA received delayed notification from Caltrans that the Baseline Agreement for the I-10 Corridor Freight and Managed Lane Project, Contract 2 must be presented for approval by the CTC at the December 2023 CTC meeting in order to maintain the award of TCEP funding. Presenting this item to the General Policy Committee at the November 2023 meeting and the SBCTA Board of Directors at the December 2023 meeting would not leave sufficient time to submit a fully executed Baseline Agreement for approval at the December 2023 CTC meeting. SBCTA was originally informed that the Baseline Agreement for this project would be presented for CTC approval at the March 2024 CTC meeting. SBCTA General Counsel and Risk Manager have reviewed this item and draft agreement.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: November 1, 2023

Witnessed By:

San Bernardino County Transportation Authority

Contract Summary Sheet

21.a

General Contract Information

Contract No: 24-1003048 Amendment No.: _____
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 00450 Vendor Name: Caltrans/CTC
 Description: TCEP Baseline Agreement for I-10 Corridor Freight and Managed Lane Project, Contract 2
 List Any Related Contract Nos.: _____

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

Contract Authorization

Board of Directors Date: 11/01/2023 Board Item # 10074

Contract Management (Internal Purposes Only)

Zero Dollar Contracts Sole Source? N/A N/A
 Zero Dollar MOU/COOP/JPA

Accounts Payable

Estimated Start Date: 12/07/2023 Expiration Date: 12/07/2030 Revised Expiration Date: _____
 N/A N/A N/A

									Total Contract Funding:		Total Contingency:	
	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	-	\$	-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-

David Tam Kristi Harris
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Estimated start date is anticipated CTC approval date of Baseline Agreement.

Attachment: CSS 24-1003048 Baseline Agreement for I-10 Corridor Freight and Managed Lane Project, Contract 2 [Revision 1] (10074 :

ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017
PROJECT BASELINE AGREEMENT

I-10 Corridor Freight and Managed Lane Project

Resolution

(to be completed by CTC)

1. FUNDING PROGRAM

- ☐ Active Transportation Program
- ☐ Local Partnership Program (Competitive)
- ☐ Solutions for Congested Corridors Program
- ☐ State Highway Operation and Protection Program
- ☒ Trade Corridor Enhancement Program

2. PARTIES AND DATE

- 2.1 This Project Baseline Agreement (Agreement) effective on (will be completed by CTC), is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), the Project Applicant, San Bernardino County Transportation Authority, and the Implementing Agency, San Bernardino County Transportation Authority, sometimes collectively referred to as the "Parties".

3. RECITAL

- 3.1 Whereas at its 6/28/2023 meeting the Commission approved the Trade Corridor Enhancement Program and included in this program of projects the I-10 Corridor Freight and Managed Lane Project, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as *Exhibit A*, the Project Report attached hereto as *Exhibit B*, the Performance Metrics Form, if applicable, attached hereto as *Exhibit C*, as the baseline for project monitoring by the Commission.
- 3.2 The undersigned Project Applicant certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

4. GENERAL PROVISIONS

The Project Applicant, Implementing Agency, and Caltrans agree to abide by the following provisions:

- 4.1 To meet the requirements of the Road Repair and Accountability Act of 2017 (Senate Bill [SB] 1, Chapter 5, Statutes of 2017) which provides the first significant, stable, and on-going increase in state transportation funding in more than two decades.
- 4.2 To adhere, as applicable, to the provisions of the Commission:
- ☐ Resolution , "Adoption of Program of Projects for the Active Transportation Program", dated
- ☐ Resolution , "Adoption of Program of Projects for the Local Partnership Program", dated
- ☐ Resolution , "Adoption of Program of Projects for the Solutions for Congested Corridors Program", dated
- ☐ Resolution , "Adoption of Program of Projects for the State Highway Operation and Protection Program", dated
- ☒ Resolution TCEP G-22-46 , "Adoption of Program of Projects for the Trade Corridor Enhancement Program", dated 6/28/2023

- 4.3 All signatories agree to adhere to the Commission's Guidelines. Any conflict between the programs will be resolved at the discretion of the Commission.
- 4.4 All signatories agree to adhere to the Commission's SB 1 Accountability and Transparency Guidelines and policies, and program and project amendment processes.
- 4.5 San Bernardino County Transportation Authority agrees to secure funds for any additional costs of the project.
- 4.6 San Bernardino County Transportation Authority agrees to report to Caltrans on a quarterly basis; on the progress made toward the implementation of the project including scope, cost, schedule, and anticipated benefits/performance metric outcomes.
- 4.7 Caltrans agrees to prepare program progress reports on a semi-annual basis and include information appropriate to assess the current state of the overall program and the current status of each project identified in the program report.
- 4.8 San Bernardino County Transportation Authority agrees to submit a timely Completion Report and Final Delivery Report as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
- 4.9 San Bernardino County Transportation Authority agrees to submit a timely Project Performance Analysis as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
- 4.10 All signatories agree to maintain and make available to the Commission and/or its designated representative, all work related documents, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of project benefits and performance metric outcomes during the course of the project, and retain those records for six years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 4.11 The Inspector General of the Independent Office of Audits and Investigations has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time during the course of the project and for six years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

5. SPECIFIC PROVISIONS AND CONDITIONS

- 5.1 Project Schedule and Cost
See Project Programming Request Form, attached as Exhibit A.
- 5.2 Project Scope
See Project Report or equivalent, attached as Exhibit B. At a minimum, the attachment shall include the cover page, evidence of approval, executive summary, and a link to or electronic copy of the full document.
- 5.3 Performance Metrics
See Performance Metrics Form, if applicable, attached as Exhibit C.
- 5.4 Additional Provisions and Conditions *(Please attach an additional page if additional space is needed.)*

Attachments:

- Exhibit A: Project Programming Request Form
Exhibit B: Project Report
Exhibit C: Performance Metrics Form *(if applicable)*

SIGNATURE PAGE
TO
PROJECT BASELINE AGREEMENT

Project Name **I-10 Corridor Freight and Managed Lane Project**

Resolution

(to be completed by CTC)

Raymond W. Wolfe
Executive Director
Project Applicant

Date

Raymond W. Wolfe
Executive Director
Implementing Agency

Date

District Director
California Department of Transportation

Date

Tony Tavares
Director
California Department of Transportation

Date

Executive Director
California Transportation Commission

Date

Amendment (Existing Project) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				Date	11/18/2022 13:58:11
Programs <input type="checkbox"/> LPP-C <input type="checkbox"/> LPP-F <input type="checkbox"/> SCCP <input checked="" type="checkbox"/> TCEP <input type="checkbox"/> STIP <input type="checkbox"/> Other					
District	EA	Project ID	PPNO	Nominating Agency	
08	0C253	0820000147		San Bernardino County Transportation Authority	
County	Route	PM Back	PM Ahead	Co-Nominating Agency	
San Bernardino Cou	10	9.900	21.000		
				MPO	Element
				SCAG	Local Assistance
Project Manager/Contact			Phone	Email Address	
Sal Chavez			909-884-8276	schavez@gosbcta.com	

Project Title

Interstate 10 Corridor Freight and Managed Lane Project, I-15 to Pepper Avenue: Overall

Location (Project Limits), Description (Scope of Work)

The project will provide one managed lane in each direction on Interstate 10 from I-15 in Ontario to Pepper Avenue in Colton, a distance of 11 miles, connecting to the I-10 Corridor Contract 1 managed lanes currently under construction. This segment currently has no HOV lanes, and the HOT lane will now enable incentives to be provided for transit, shared rides, and zero-emission vehicles along I-10. The project will also construct four strategic auxiliary lane and ramp improvements: eastbound (EB) and westbound (WB) auxiliary lanes between Riverside and Pepper Avenues plus acceleration lane extensions at eastbound Cherry Avenue and Sierra Avenue to improve truck operations and safety. See "Additional Information" section for more information.

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority
PS&E	San Bernardino County Transportation Authority
Right of Way	San Bernardino County Transportation Authority
Construction	San Bernardino County Transportation Authority

Legislative Districts

Assembly:	52,47	Senate:	20	Congressional:	35,31
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Project Milestone	Existing	Proposed
Project Study Report Approved	04/15/2016	
Begin Environmental (PA&ED) Phase	09/01/2012	09/01/2012
Circulate Draft Environmental Document	04/01/2016	04/01/2016
Document Type EIR/EIS		
Draft Project Report	03/15/2016	03/15/2016
End Environmental Phase (PA&ED Milestone)	07/06/2017	07/06/2017
Begin Design (PS&E) Phase	07/01/2022	07/01/2022
End Design Phase (Ready to List for Advertisement Milestone)	05/30/2025	04/01/2024
Begin Right of Way Phase	01/01/2023	11/01/2022
End Right of Way Phase (Right of Way Certification Milestone)	05/30/2025	04/01/2024
Begin Construction Phase (Contract Award Milestone)	12/01/2025	10/01/2024
End Construction Phase (Construction Contract Acceptance Milestone)	12/30/2028	05/01/2027
Begin Closeout Phase	01/01/2029	10/01/2026
End Closeout Phase (Closeout Report)	01/01/2030	05/01/2028

Date 11/18/2022 13:58:15

Purpose and Need

The Interstate 10 Corridor Freight and Managed Lane Project is a collaborative effort by SBCTA and Caltrans District 8 to improve efficiency, operations, and safety by taking a “managed lane” approach to 1) address a nationally-significant freight bottleneck and 2) enable new incentives to be provided for use of transit and shared rides along I-10. The segment carries 25,000 trucks on a typical weekday through one the busiest centers of logistics in the U.S. Currently, eastbound queues of trucks and other traffic regularly extend from the EB Cherry, Citrus, Sierra, and Cedar interchanges all the way back to the I-15/I-10 interchange in the PM peak period. The I-15/I-10 interchange is ranked the 9 most critical truck bottleneck in the U.S. by the American Transportation Research Institute. Also included are single high occupancy toll (HOV) lanes in each direction in the median of I-10 (where there are currently no HOV lanes), connecting with the HOT lanes currently under construction on I-10 west of I-15. Together, these managed lanes will open up a new opportunity to incentivize transit, shared-ride vehicles, a zero-emission vehicles with faster travel time, consistent with the intent of the state’s Climate Action Plan for Transportation Infrastructure (CAPTI). It is also noteworthy that the adopted alternative for this segment of I-10 was previously two HOT lanes in each direction. The concept for this segment has now been modified to single lane, directly in response to CAPTI, significantly reducing vehicle miles traveled (VMT) from the original dual-lane concept. The TCEP application also includes an investment in zero-emission truck fueling and charging infrastructure as an authorization by SBCTA to invest a share of excess toll revenue for zero-emission truck funding incentives in disadvantaged communities.

NHS Improvements☒ YES☐ NORoadway Class 1Reversible Lane Analysis☐ YES☒ NO

Inc. Sustainable Communities Strategy Goals☒ YES☐ NOReduce Greenhouse Gas Emissions☒ YES☐ NO

Project Outputs			
Category	Outputs	Unit	Total
Pavement (lane-miles)	Auxiliary lane constructed	Miles	1.7
Pavement (lane-miles)	HOV/HOT mainline constructed	Miles	22.2

Attachment: EXHIBIT A Project Programming Requests (10074 : Baseline Agreement for the Interstate 10 Corridor Freight and Managed Lane

Date 11/18/2022 13:58:15

Additional Information

"Scope and Location" section continued:

In addition, the 5-mile segment from just west of the Sierra Avenue interchange to Pepper Avenue still has conventional three-beam guardrail in the median that will be replaced with a Caltrans-standard concrete median barrier and building out of the unpaved median. This 60-year-old freeway will also be brought up to current design standards overall.

Additional Information:

Project Milestones reflect a combined schedule of the two TCEP-funded I-10 infrastructure contracts. Please reference the Overall PPR for a complete set of Performance Measures for the Project.

Attachment: EXHIBIT A Project Programming Requests (10074 : Baseline Agreement for the Interstate 10 Corridor Freight and Managed Lane

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPF, LPPC, SCCP	Person Hours of Travel Time Saved (Only 'Change' required)	Person Hours	0	70,786	-70,786
			Hours per Capita	0	0	0
	TCEP	Change in Daily Vehicle Hours of Delay	Hours	69,816	246,690	-176,874
	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	120,817	297,691	-176,874
	TCEP	Change in Daily Truck Hours of Delay	Hours	8,625	27,136	-18,511
Throughput (Freight)	TCEP	Change in Truck Volume	# of Trucks	12,431,595	12,431,595	0
	TCEP	Change in Rail Volume	# of Trailers	0	0	0
			# of Containers	0	0	0
System Reliability (Freight)	Optional	Truck Travel Time Reliability Index	Index	1.56	3.42	-1.86
Velocity (Freight)	TCEP	Travel Time or Total Cargo Transport Time	Hours	14,235	32,746	-18,511
	Optional	Average Peak Period Weekday Speed for Road Facility	Miles per Hour	41.7	19	22.7
Air Quality & GHG (only 'Change' required)	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	0	14	-14
			PM 10 Tons	0	15	-15
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	0	723,465	-723,465
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	0	159	-159
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	0	7	-7
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	0	884	-884
	LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	0	176	-176
Safety	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	14	14	0
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0.051	0.051	0
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	839	932	-93
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	0.309	0.343	-0.034
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Only 'Build' Required)	Number	10,348	0	10,348
Cost Effectiveness (only 'Change' required)	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	8	0	8

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Truck & Vehicle Volume (Freight)	TCEP	Existing Average Annual Vehicle Volume on Project Segment	Percent	88,775,000	88,775,000	0
	TCEP	Existing Average Annual Truck Percent on Project Segment	Percent	11	11	0
	TCEP	Estimated Year 20 Average Annual Vehicle Volume on Project Segment with Project	Number	110,000,780	110,000,780	0
	TCEP	Estimated Year 20 Average Annual Truck Percent on Project Segment with Project	Number	11	11	0

District	County	Route	EA	Project ID	PPN
08	San Bernardino County	10	0C253	0820000147	
Project Title					
Interstate 10 Corridor Freight and Managed Lane Project, I-15 to Pepper Avenue: Overall					

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	
E&P (PA&ED)									San Bernardino County Transpor
PS&E									San Bernardino County Transpor
R/W SUP (CT)									San Bernardino County Transpor
CON SUP (CT)									San Bernardino County Transpor
R/W									San Bernardino County Transpor
CON									San Bernardino County Transpor
TOTAL									
Proposed Total Project Cost (\$1,000s)									Notes
E&P (PA&ED)									
PS&E	86,340							86,340	
R/W SUP (CT)									
CON SUP (CT)		7,008		6,992				14,000	
R/W	6,000							6,000	
CON		405,132	247,278	47,250				699,660	
TOTAL	92,340	412,140	247,278	54,242				806,000	

Fund #1:	RSTP - STP Local Regional (Committed)								Program Code
	Existing Funding (\$1,000s)								20.30.010.810
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									Federal Highway Administration
PS&E									PS&E includes \$6M in Caltrans support costs
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									PS&E includes \$6.000M in Caltra support costs.
PS&E	20,000							20,000	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	20,000							20,000	

Attachment: EXHIBIT A Project Programming Requests (10074 : Baseline Agreement for the Interstate 10 Corridor Freight and Managed Lane

Fund #2:	RIP - State Cash (Committed)								Program Code
Existing Funding (\$1,000s)									20.XX.075.600
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commis CON includes \$16M in Caltrans support costs
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									\$6.992M in Caltrans support cost Advance allocation will be requested, if necessary.
PS&E									
R/W SUP (CT)									
CON SUP (CT)				6,992				6,992	
R/W									
CON				47,250				47,250	
TOTAL				54,242				54,242	
Fund #3:	Local Funds - SBD Co Measure I (Committed)								Program Code
Existing Funding (\$1,000s)									20.10.400.100
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									San Bernardino County Transpor
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									PS&E includes \$18.000M in SBCTA Project Management cos
PS&E	54,391							54,391	
R/W SUP (CT)									
CON SUP (CT)									
R/W	6,000							6,000	
CON		327,140	247,278					574,418	
TOTAL	60,391	327,140	247,278					634,809	

Fund #4:	RIP - COVID Relief Funds - STIP (Committed)								Program Code
Existing Funding (\$1,000s)									20.XX.075.600
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									San Bernardino County Transpor
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E	11,949							11,949	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	11,949							11,949	
Fund #5:	State SB1 TCEP - Trade Corridors Enhancement Account (Uncommitted)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commis
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									Regional share. \$10M is for ZE component (FY25) and \$75M for Construction of mainline (FY24). The ZE component is a contributi & not subject to increase. \$7.008 in Caltrans support costs.
PS&E									
R/W SUP (CT)									
CON SUP (CT)		7,008						7,008	
R/W									
CON		77,992						77,992	
TOTAL		85,000						85,000	

Amendment (Existing Project) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				Date	11/18/2022 14:00:30
Programs <input type="checkbox"/> LPP-C <input type="checkbox"/> LPP-F <input type="checkbox"/> SCCP <input checked="" type="checkbox"/> TCEP <input type="checkbox"/> STIP <input type="checkbox"/> Other					
District	EA	Project ID	PPNO	Nominating Agency	
08	0C253	0820000147		San Bernardino County Transportation Authority	
County	Route	PM Back	PM Ahead	Co-Nominating Agency	
San Bernardino Cou	10	9.900	21.000		
				MPO	Element
				SCAG	Local Assistance
Project Manager/Contact			Phone	Email Address	
Sal Chavez			909-884-8276	schavez@gosbcta.com	

Project Title

Interstate 10 Corridor Freight and Managed Lane Project, I-15 to Pepper Avenue: Contract 2A

Location (Project Limits), Description (Scope of Work)

The project will provide one managed lane in each direction on Interstate 10 from I-15 in Ontario to Pepper Avenue in Colton, a distance of 11 miles, connecting to the I-10 Corridor Contract 1 managed lanes currently under construction. This segment currently has no HOV lanes, and the HOT lane will now enable incentives to be provided for transit, shared rides, and zero-emission vehicles along I-10. The project will also construct four strategic auxiliary lane and ramp improvements: eastbound (EB) and westbound (WB) auxiliary lanes between Riverside and Pepper Avenues plus acceleration lane extensions at eastbound Cherry Avenue and Sierra Avenue to improve truck operations and safety. See "Additional Information" section for more information.

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority
PS&E	San Bernardino County Transportation Authority
Right of Way	San Bernardino County Transportation Authority
Construction	San Bernardino County Transportation Authority

Legislative Districts

Assembly:	52,47	Senate:	20	Congressional:	35,31
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Project Milestone	Existing	Proposed
Project Study Report Approved	04/15/2016	
Begin Environmental (PA&ED) Phase	09/01/2012	09/01/2012
Circulate Draft Environmental Document	04/01/2016	04/01/2016
Document Type EIR/EIS		
Draft Project Report	03/15/2016	03/15/2016
End Environmental Phase (PA&ED Milestone)	07/06/2017	07/06/2017
Begin Design (PS&E) Phase	07/01/2022	07/01/2022
End Design Phase (Ready to List for Advertisement Milestone)	05/30/2025	04/01/2024
Begin Right of Way Phase	01/01/2023	11/01/2022
End Right of Way Phase (Right of Way Certification Milestone)	05/30/2025	04/01/2024
Begin Construction Phase (Contract Award Milestone)	12/01/2025	10/01/2024
End Construction Phase (Construction Contract Acceptance Milestone)	12/30/2028	10/01/2026
Begin Closeout Phase	01/01/2029	10/01/2026
End Closeout Phase (Closeout Report)	01/01/2030	10/01/2027

Date 11/18/2022 14:00:30

Purpose and Need

The Interstate 10 Corridor Freight and Managed Lane Project is a collaborative effort by SBCTA and Caltrans District 8 to improve efficiency, operations, and safety by taking a “managed lane” approach to 1) address a nationally-significant freight bottleneck and 2) enable new incentives to be provided for use of transit and shared rides along I-10. The segment carries 25,000 trucks on a typical weekday through one the busiest centers of logistics in the U.S. Currently, eastbound queues of trucks and other traffic regularly extend from the EB Cherry, Citrus, Sierra, and Cedar interchanges all the way back to the I-15/I-10 interchange in the PM peak period. The I-15/I-10 interchange is ranked the 9 most critical truck bottleneck in the U.S. by the American Transportation Research Institute. Also included are single high occupancy toll (HOV) lanes in each direction in the median of I-10 (where there are currently no HOV lanes), connecting with the HOT lanes currently under construction on I-10 west of I-15. Together, these managed lanes will open up a new opportunity to incentivize transit, shared-ride vehicles, a zero-emission vehicles with faster travel time, consistent with the intent of the state’s Climate Action Plan for Transportation Infrastructure (CAPTI). It is also noteworthy that the adopted alternative for this segment of I-10 was previously two HOT lanes in each direction. The concept for this segment has now been modified to single lane, directly in response to CAPTI, significantly reducing vehicle miles traveled (VMT) from the original dual-lane concept. The TCEP application also includes an investment in zero-emission truck fueling and charging infrastructure as an authorization by SBCTA to invest a share of excess toll revenue for zero-emission truck funding incentives in disadvantaged communities.

NHS Improvements ☒ YES ☐ NO

Roadway Class 1

Reversible Lane Analysis ☐ YES ☒ NO

Inc. Sustainable Communities Strategy Goals ☒ YES ☐ NO

Reduce Greenhouse Gas Emissions ☒ YES ☐ NO

Project Outputs

Category	Outputs	Unit	Total
Pavement (lane-miles)	Auxiliary lane constructed	Miles	1.7
Pavement (lane-miles)	HOV/HOT mainline constructed	Miles	22.2

Attachment: EXHIBIT A Project Programming Requests (10074 : Baseline Agreement for the Interstate 10 Corridor Freight and Managed Lane

Date 11/18/2022 14:00:30

Additional Information

"Scope and Location" section continued:

In addition, the 5-mile segment from just west of the Sierra Avenue interchange to Pepper Avenue still has conventional thrie-beam guardrail in the median that will be replaced with a Caltrans-standard concrete median barrier and building out of the unpaved median. This 60-year-old freeway will also be brought up to current design standards overall.

Additional Information:

Please reference the Overall PPR for a complete set of Performance Measures for the Project.

Attachment: EXHIBIT A Project Programming Requests (10074 : Baseline Agreement for the Interstate 10 Corridor Freight and Managed Lane

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPF, LPPC, SCCP	Person Hours of Travel Time Saved (Only 'Change' required)	Person Hours	0	70,786	-70,786
			Hours per Capita	0	0	0
	TCEP	Change in Daily Vehicle Hours of Delay	Hours	69,816	246,690	-176,874
	TCEP	Change in Daily Truck Hours of Delay	Hours	8,625	27,136	-18,511
Throughput (Freight)	TCEP	Change in Truck Volume	# of Trucks	12,431,595	12,431,595	0
	TCEP	Change in Rail Volume	# of Trailers	0	0	0
			# of Containers	0	0	0
System Reliability (Freight)	Optional	Truck Travel Time Reliability Index	Index	1.56	3.42	-1.86
Velocity (Freight)	TCEP	Travel Time or Total Cargo Transport Time	Hours	14,235	32,746	-18,511
	Optional	Average Peak Period Weekday Speed for Road Facility	Miles per Hour	41.7	19	22.7
Air Quality & GHG (only 'Change' required)	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	0	14	-14
			PM 10 Tons	0	15	-15
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	0	723,465	-723,465
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	0	159	-159
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	0	7	-7
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	0	884	-884
	LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	0	176	-176
Safety	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	14	14	0
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0.051	0.051	0
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	839	932	-93
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	0.309	0.343	-0.034
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Only 'Build' Required)	Number	10,348	0	10,348
Cost Effectiveness (only 'Change' required)	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	8	0	8

District	County	Route	EA	Project ID	PPN
08	San Bernardino County	10	0C253	0820000147	

Project Title

Interstate 10 Corridor Freight and Managed Lane Project, I-15 to Pepper Avenue: Contract 2A

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Total Project Cost (\$1,000s)									Notes
E&P (PA&ED)									
PS&E	46,440							46,440	
R/W SUP (CT)									
CON SUP (CT)		7,008						7,008	
R/W	3,000							3,000	
CON		368,710						368,710	
TOTAL	49,440	375,718						425,158	

Fund #1:	Local Funds - SBD Co Measure I (Committed)								Program Code
	Existing Funding (\$1,000s)								20.10.400.100
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									San Bernardino County Transpor
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									PS&E includes \$8.700M in SBCT Project Management costs.
PS&E	34,491							34,491	
R/W SUP (CT)									
CON SUP (CT)									
R/W	3,000							3,000	
CON		300,718						300,718	
TOTAL	37,491	300,718						338,209	

Attachment: EXHIBIT A Project Programming Requests (10074 : Baseline Agreement for the Interstate 10 Corridor Freight and Managed Lane

Fund #2:	RIP - COVID Relief Funds - STIP (Committed)								Program Code
Existing Funding (\$1,000s)									20.XX.075.600
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									San Bernardino County Transpor
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E	11,949							11,949	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	11,949							11,949	
Fund #3:	State SB1 TCEP - Trade Corridors Enhancement Account (Uncommitted)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commis
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									\$75M for Construction of mainline CON includes \$7.008M for Caltra support costs.
PS&E									
R/W SUP (CT)									
CON SUP (CT)		7,008						7,008	
R/W									
CON		67,992						67,992	
TOTAL		75,000						75,000	

ramming Requests (10074 : Baseline Agreement for the Interstate 10 Corridor Freight and Managed Lane

Amendment (Existing Project) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				Date	11/18/2022 14:02:11
Programs <input type="checkbox"/> LPP-C <input type="checkbox"/> LPP-F <input type="checkbox"/> SCCP <input checked="" type="checkbox"/> TCEP <input type="checkbox"/> STIP <input type="checkbox"/> Other					
District	EA	Project ID	PPNO	Nominating Agency	
08	0C253	0820000147		San Bernardino County Transportation Authority	
County	Route	PM Back	PM Ahead	Co-Nominating Agency	
San Bernardino Cou	10	9.900	21.000		
				MPO	Element
				SCAG	Local Assistance
Project Manager/Contact			Phone	Email Address	
Sal Chavez			909-884-8276	schavez@gosbcta.com	

Project Title

Interstate 10 Corridor Freight and Managed Lane Project, I-15 to Pepper Avenue: Contract 2B

Location (Project Limits), Description (Scope of Work)

The project will provide one managed lane in each direction on Interstate 10 from I-15 in Ontario to Pepper Avenue in Colton, a distance of 11 miles, connecting to the I-10 Corridor Contract 1 managed lanes currently under construction. This segment currently has no HOV lanes, and the HOT lane will now enable incentives to be provided for transit, shared rides, and zero-emission vehicles along I-10. The project will also construct four strategic auxiliary lane and ramp improvements: eastbound (EB) and westbound (WB) auxiliary lanes between Riverside and Pepper Avenues plus acceleration lane extensions at eastbound Cherry Avenue and Sierra Avenue to improve truck operations and safety. See "Additional Information" section for more information.

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority
PS&E	San Bernardino County Transportation Authority
Right of Way	San Bernardino County Transportation Authority
Construction	San Bernardino County Transportation Authority

Legislative Districts

Assembly:	52,47	Senate:	20	Congressional:	35,31
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Project Milestone	Existing	Proposed
Project Study Report Approved	04/15/2016	
Begin Environmental (PA&ED) Phase	09/01/2012	09/01/2012
Circulate Draft Environmental Document	04/01/2016	04/01/2016
Document Type EIR/EIS		
Draft Project Report	03/15/2016	03/15/2016
End Environmental Phase (PA&ED Milestone)	07/06/2017	07/06/2017
Begin Design (PS&E) Phase	07/01/2022	07/01/2022
End Design Phase (Ready to List for Advertisement Milestone)	05/30/2025	11/01/2024
Begin Right of Way Phase	01/01/2023	01/01/2023
End Right of Way Phase (Right of Way Certification Milestone)	05/30/2025	11/01/2024
Begin Construction Phase (Contract Award Milestone)	12/01/2025	05/01/2025
End Construction Phase (Construction Contract Acceptance Milestone)	12/30/2028	05/01/2027
Begin Closeout Phase	01/01/2029	05/01/2027
End Closeout Phase (Closeout Report)	01/01/2030	05/01/2028

Date 11/18/2022 14:02:15

Purpose and Need

The Interstate 10 Corridor Freight and Managed Lane Project is a collaborative effort by SBCTA and Caltrans District 8 to improve efficiency, operations, and safety by taking a “managed lane” approach to 1) address a nationally-significant freight bottleneck and 2) enable new incentives to be provided for use of transit and shared rides along I-10. The segment carries 25,000 trucks on a typical weekday through one the busiest centers of logistics in the U.S. Currently, eastbound queues of trucks and other traffic regularly extend from the EB Cherry, Citrus, Sierra, and Cedar interchanges all the way back to the I-15/I-10 interchange in the PM peak period. The I-15/I-10 interchange is ranked the 9 most critical truck bottleneck in the U.S. by the American Transportation Research Institute. Also included are single high occupancy toll (HOV) lanes in each direction in the median of I-10 (where there are currently no HOV lanes), connecting with the HOT lanes currently under construction on I-10 west of I-15. Together, these managed lanes will open up a new opportunity to incentivize transit, shared-ride vehicles, a zero-emission vehicles with faster travel time, consistent with the intent of the state’s Climate Action Plan for Transportation Infrastructure (CAPTI). It is also noteworthy that the adopted alternative for this segment of I-10 was previously two HOT lanes in each direction. The concept for this segment has now been modified to single lane, directly in response to CAPTI, significantly reducing vehicle miles traveled (VMT) from the original dual-lane concept. The TCEP application also includes an investment in zero-emission truck fueling and charging infrastructure as an authorization by SBCTA to invest a share of excess toll revenue for zero-emission truck funding incentives in disadvantaged communities.

NHS Improvements ☒ YES ☐ NO

Roadway Class 1

Reversible Lane Analysis ☐ YES ☒ NO

Inc. Sustainable Communities Strategy Goals ☒ YES ☐ NO

Reduce Greenhouse Gas Emissions ☒ YES ☐ NO

Project Outputs

Category	Outputs	Unit	Total
Pavement (lane-miles)	Auxiliary lane constructed	Miles	1.7
Pavement (lane-miles)	HOV/HOT mainline constructed	Miles	22.2

Attachment: EXHIBIT A Project Programming Requests (10074 : Baseline Agreement for the Interstate 10 Corridor Freight and Managed Lane

Date 11/18/2022 14:02:15

Additional Information

"Scope and Location" section continued:

In addition, the 5-mile segment from just west of the Sierra Avenue interchange to Pepper Avenue still has conventional three-beam guardrail in the median that will be replaced with a Caltrans-standard concrete median barrier and building out of the unpaved median. This 60-year-old freeway will also be brought up to current design standards overall.

Additional Information:

Please reference the Overall PPR for a complete set of Performance Measures for the Project.

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPF, LPPC, SCCP	Person Hours of Travel Time Saved (Only 'Change' required)	Person Hours	0	70,786	-70,786
			Hours per Capita	0	0	0
	TCEP	Change in Daily Vehicle Hours of Delay	Hours	69,816	246,690	-176,874
	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	120,817	297,691	-176,874
	TCEP	Change in Daily Truck Hours of Delay	Hours	8,625	27,136	-18,511
Throughput (Freight)	TCEP	Change in Truck Volume	# of Trucks	12,431,595	12,431,595	0
	TCEP	Change in Rail Volume	# of Trailers	0	0	0
			# of Containers	0	0	0
System Reliability (Freight)	Optional	Truck Travel Time Reliability Index	Index	1.56	3.42	-1.86
Velocity (Freight)	TCEP	Travel Time or Total Cargo Transport Time	Hours	14,235	32,746	-18,511
	Optional	Average Peak Period Weekday Speed for Road Facility	Miles per Hour	41.7	19	22.7
Air Quality & GHG (only 'Change' required)	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	0	14	-14
			PM 10 Tons	0	15	-15
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	0	723,465	-723,465
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	0	159	-159
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	0	7	-7
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	0	884	-884
	LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	0	176	-176
Safety	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	14	14	0
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0.051	0.051	0
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	839	932	-93
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	0.309	0.343	-0.034
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Only 'Build' Required)	Number	10,348	0	10,348
Cost Effectiveness (only 'Change' required)	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	8	0	8

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Truck & Vehicle Volume (Freight)	TCEP	Existing Average Annual Vehicle Volume on Project Segment	Percent	85,775,000	85,775,000	0
	TCEP	Existing Average Annual Truck Percent on Project Segment	Percent	11	11	0
	TCEP	Estimated Year 20 Average Annual Vehicle Volume on Project Segment with Project	Number	110,000,780	110,000,780	0
	TCEP	Estimated Year 20 Average Annual Truck Percent on Project Segment with Project	Number	11	11	0

District	County	Route	EA	Project ID	PPN
08	San Bernardino County	10	0C253	0820000147	

Project Title

Interstate 10 Corridor Freight and Managed Lane Project, I-15 to Pepper Avenue: Contract 2B

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	
E&P (PA&ED)									San Bernardino County Transpor
PS&E									San Bernardino County Transpor
R/W SUP (CT)									San Bernardino County Transpor
CON SUP (CT)									San Bernardino County Transpor
R/W									San Bernardino County Transpor
CON									San Bernardino County Transpor
TOTAL									

Proposed Total Project Cost (\$1,000s)									Notes
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	
E&P (PA&ED)									
PS&E	39,280							39,280	
R/W SUP (CT)									
CON SUP (CT)				6,992				6,992	
R/W	3,000							3,000	
CON			247,278	47,250				294,528	
TOTAL	42,280		247,278	54,242				343,800	

Fund #1:	State SB1 TCEP - Federal Trusted Fund (Uncommitted)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commis
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Proposed Funding (\$1,000s)									Notes
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	
E&P (PA&ED)									TCEP funds will not be used on t contract; however, it is required t identify TCEP as a fund source ir order to finalize the ePPR in CalSMART.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund #2:	RSTP - STP Local Regional (Committed)								Program Code
Existing Funding (\$1,000s)									20.30.010.810
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									Federal Highway Administration PS&E includes \$6M in Caltrans support costs
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									PS&E includes \$6M in Caltrans support costs.
PS&E	20,000							20,000	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	20,000							20,000	
Fund #3:	RIP - State Cash (Committed)								Program Code
Existing Funding (\$1,000s)									20.XX.075.600
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commis CON includes \$16M in Caltrans support costs
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									SBCTA will request an advance allocation of RIP funds if necessa CON includes \$6.992M in Caltrar support costs.
PS&E									
R/W SUP (CT)									
CON SUP (CT)				6,992				6,992	
R/W									
CON				47,250				47,250	
TOTAL				54,242				54,242	

Fund #4:	Local Funds - SBD Co Measure I (Committed)								Program Code
Existing Funding (\$1,000s)									20.10.400.100
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									San Bernardino County Transpor
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									PS&E includes \$8.680M in SBCT Project Management costs.
PS&E	19,280							19,280	
R/W SUP (CT)									
CON SUP (CT)									
R/W	3,000							3,000	
CON			247,278					247,278	
TOTAL	22,280		247,278					269,558	

the Interstate 10 Corridor Freight and Managed Lane

Amendment (Existing Project) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					Date	11/18/2022 14:01:30
Programs <input type="checkbox"/> LPP-C <input type="checkbox"/> LPP-F <input type="checkbox"/> SCCP <input checked="" type="checkbox"/> TCEP <input type="checkbox"/> STIP <input type="checkbox"/> Other						
District	EA	Project ID	PPNO	Nominating Agency		
08	0C253	0820000147		San Bernardino County Transportation Authority		
County	Route	PM Back	PM Ahead	Co-Nominating Agency		
San Bernardino Cou	10	9.900	21.000			
				MPO	Element	
				SCAG	Local Assistance	
Project Manager/Contact			Phone	Email Address		
Sal Chavez			909-884-8276	schavez@gosbcta.com		

Project Title

Interstate 10 Corridor Freight and Managed Lane Project, I-15 to Pepper Avenue: Toll System Provider (TSP) (D/B Contract)

Location (Project Limits), Description (Scope of Work)

The project will provide one managed lane in each direction on Interstate 10 from I-15 in Ontario to Pepper Avenue in Colton, a distance of 11 miles, connecting to the I-10 Corridor Contract 1 managed lanes currently under construction. This segment currently has no HOV lanes, and the HOT lane will now enable incentives to be provided for transit, shared rides, and zero-emission vehicles along I-10. The project will also construct four strategic auxiliary lane and ramp improvements: eastbound (EB) and westbound (WB) auxiliary lanes between Riverside and Pepper Avenues plus acceleration lane extensions at eastbound Cherry Avenue and Sierra Avenue to improve truck operations and safety. See "Additional Information" section for more information.

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority
PS&E	San Bernardino County Transportation Authority
Right of Way	San Bernardino County Transportation Authority
Construction	San Bernardino County Transportation Authority

Legislative Districts

Assembly:	52,47	Senate:	20	Congressional:	35,31
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Project Milestone	Existing	Proposed
Project Study Report Approved	04/15/2016	
Begin Environmental (PA&ED) Phase	09/01/2012	09/01/2012
Circulate Draft Environmental Document Document Type EIR/EIS	04/01/2016	04/01/2016
Draft Project Report	03/15/2016	03/15/2016
End Environmental Phase (PA&ED Milestone)	07/06/2017	07/06/2017
Begin Design (PS&E) Phase	07/01/2022	08/01/2023
End Design Phase (Ready to List for Advertisement Milestone)	05/30/2025	08/01/2023
Begin Right of Way Phase	01/01/2023	08/01/2023
End Right of Way Phase (Right of Way Certification Milestone)	05/30/2025	08/01/2023
Begin Construction Phase (Contract Award Milestone)	12/01/2025	08/01/2023
End Construction Phase (Construction Contract Acceptance Milestone)	12/30/2028	05/01/2027
Begin Closeout Phase	01/01/2029	05/01/2027
End Closeout Phase (Closeout Report)	01/01/2030	05/01/2028

Date 11/18/2022 14:01:30

Purpose and Need

The Interstate 10 Corridor Freight and Managed Lane Project is a collaborative effort by SBCTA and Caltrans District 8 to improve efficiency, operations, and safety by taking a “managed lane” approach to 1) address a nationally-significant freight bottleneck and 2) enable new incentives to be provided for use of transit and shared rides along I-10. The segment carries 25,000 trucks on a typical weekday through one the busiest centers of logistics in the U.S. Currently, eastbound queues of trucks and other traffic regularly extend from the EB Cherry, Citrus, Sierra, and Cedar interchanges all the way back to the I-15/I-10 interchange in the PM peak period. The I-15/I-10 interchange is ranked the 9 most critical truck bottleneck in the U.S. by the American Transportation Research Institute. Also included are single high occupancy toll (HOV) lanes in each direction in the median of I-10 (where there are currently no HOV lanes), connecting with the HOT lanes currently under construction on I-10 west of I-15. Together, these managed lanes will open up a new opportunity to incentivize transit, shared-ride vehicles, a zero-emission vehicles with faster travel time, consistent with the intent of the state’s Climate Action Plan for Transportation Infrastructure (CAPTI). It is also noteworthy that the adopted alternative for this segment of I-10 was previously two HOT lanes in each direction. The concept for this segment has now been modified to single lane, directly in response to CAPTI, significantly reducing vehicle miles traveled (VMT) from the original dual-lane concept. The TCEP application also includes an investment in zero-emission truck fueling and charging infrastructure as an authorization by SBCTA to invest a share of excess toll revenue for zero-emission truck funding incentives in disadvantaged communities.

NHS Improvements ☒ YES ☐ NO

Roadway Class 1

Reversible Lane Analysis ☐ YES ☒ NO

Inc. Sustainable Communities Strategy Goals ☒ YES ☐ NO

Reduce Greenhouse Gas Emissions ☒ YES ☐ NO

Project Outputs			
Category	Outputs	Unit	Total
Pavement (lane-miles)	Auxiliary lane constructed	Miles	1.7
Pavement (lane-miles)	HOV/HOT mainline constructed	Miles	22.2

Attachment: EXHIBIT A Project Programming Requests (10074 : Baseline Agreement for the Interstate 10 Corridor Freight and Managed Lane

Date 11/18/2022 14:01:30

Additional Information

"Scope and Location" section continued:

In addition, the 5-mile segment from just west of the Sierra Avenue interchange to Pepper Avenue still has conventional thrie-beam guardrail in the median that will be replaced with a Caltrans-standard concrete median barrier and building out of the unpaved median. This 60-year-old freeway will also be brought up to current design standards overall.

Additional Information:

Please reference the Overall PPR for a complete set of Performance Measures for the Project.

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPF, LPPC, SCCP	Person Hours of Travel Time Saved (Only 'Change' required)	Person Hours	0	70,786	-70,786
			Hours per Capita	0	0	0
	TCEP	Change in Daily Vehicle Hours of Delay	Hours	69,816	246,690	-176,874
	TCEP	Change in Daily Truck Hours of Delay	Hours	8,625	27,136	-18,511
Throughput (Freight)	TCEP	Change in Truck Volume	# of Trucks	12,431,595	12,431,595	0
	TCEP	Change in Rail Volume	# of Trailers	0	0	0
			# of Containers	0	0	0
System Reliability (Freight)	Optional	Truck Travel Time Reliability Index	Index	1.56	3.42	-1.86
Velocity (Freight)	TCEP	Travel Time or Total Cargo Transport Time	Hours	14,235	32,746	-18,511
	Optional	Average Peak Period Weekday Speed for Road Facility	Miles per Hour	41.7	19	22.7
Air Quality & GHG (only 'Change' required)	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	0	14	-14
			PM 10 Tons	0	15	-15
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	0	723,465	-723,465
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	0	159	-159
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	0	7	-7
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	0	884	-884
	LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	0	176	-176
Safety	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	14	14	0
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0.051	0.051	0
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	839	932	-93
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	0.309	0.343	-0.034
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Only 'Build' Required)	Number	10,348	0	10,348
Cost Effectiveness (only 'Change' required)	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	8	0	8

District	County	Route	EA	Project ID	PPN
08	San Bernardino County	10	0C253	0820000147	

Project Title

Interstate 10 Corridor Freight and Managed Lane Project, I-15 to Pepper Avenue: Toll System Provider (TSP) (D/B Contract)

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	
E&P (PA&ED)									San Bernardino County Transpor
PS&E									San Bernardino County Transpor
R/W SUP (CT)									San Bernardino County Transpor
CON SUP (CT)									San Bernardino County Transpor
R/W									San Bernardino County Transpor
CON									San Bernardino County Transpor
TOTAL									
Proposed Total Project Cost (\$1,000s)									Notes
E&P (PA&ED)									
PS&E	620							620	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		26,422						26,422	
TOTAL	620	26,422						27,042	

Fund #1:	State SB1 TCEP - Federal Trusted Fund (Uncommitted)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commis
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									TCEP funds will not be used on tl contract; however, it is required to identify TCEP as a fund source in order to finalize the ePPR in CalSMART.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund #2:	Local Funds - SBD Co Measure I (Committed)								Program Code
Existing Funding (\$1,000s)									20.10.400.100
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									San Bernardino County Transpor
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									PS&E includes \$620K in SBCTA Project Management costs.
PS&E	620							620	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		26,422						26,422	
TOTAL	620	26,422						27,042	

the Interstate 10 Corridor Freight and Managed Lane

Amendment (Existing Project) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				Date	11/18/2022 13:59:4
Programs <input type="checkbox"/> LPP-C <input type="checkbox"/> LPP-F <input type="checkbox"/> SCCP <input checked="" type="checkbox"/> TCEP <input type="checkbox"/> STIP <input type="checkbox"/> Other					
District	EA	Project ID	PPNO	Nominating Agency	
08	0C253	0820000147		San Bernardino County Transportation Authority	
County	Route	PM Back	PM Ahead	Co-Nominating Agency	
San Bernardino Cou	10	9.900	21.000		
				MPO	Element
				SCAG	Local Assistance
Project Manager/Contact			Phone	Email Address	
Sal Chavez			909-884-8276	schavez@gosbcta.com	

Project Title

Interstate 10 Corridor Freight and Managed Lane Project, I-15 to Pepper Avenue: Zero-emission Fueling Infrastructure

Location (Project Limits), Description (Scope of Work)

The project will provide one managed lane in each direction on Interstate 10 from I-15 in Ontario to Pepper Avenue in Colton, a distance of 1 miles, connecting to the I-10 Corridor Contract 1 managed lanes currently under construction. This segment currently has no HOV lanes, and the HOT lane will now enable incentives to be provided for transit, shared rides, and zero-emission vehicles along I-10. The project will also construct four strategic auxiliary lane and ramp improvements: eastbound (EB) and westbound (WB) auxiliary lanes between Riverside and Pepper Avenues plus acceleration lane extensions at eastbound Cherry Avenue and Sierra Avenue to improve truck operations and safety. See "Additional Information" section for more information.

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority
PS&E	San Bernardino County Transportation Authority
Right of Way	San Bernardino County Transportation Authority
Construction	San Bernardino County Transportation Authority

Legislative Districts

Assembly:	52,47	Senate:	20	Congressional:	35,31
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Project Milestone	Existing	Proposed
Project Study Report Approved	04/15/2016	
Begin Environmental (PA&ED) Phase	09/01/2012	09/01/2012
Circulate Draft Environmental Document	04/01/2016	04/01/2016
Document Type EIR/EIS		
Draft Project Report	03/15/2016	03/15/2016
End Environmental Phase (PA&ED Milestone)	07/06/2017	07/06/2017
Begin Design (PS&E) Phase	07/01/2022	07/01/2022
End Design Phase (Ready to List for Advertisement Milestone)	05/30/2025	11/01/2024
Begin Right of Way Phase	01/01/2023	01/01/2023
End Right of Way Phase (Right of Way Certification Milestone)	05/30/2025	11/01/2024
Begin Construction Phase (Contract Award Milestone)	12/01/2025	05/01/2025
End Construction Phase (Construction Contract Acceptance Milestone)	12/30/2028	05/01/2027
Begin Closeout Phase	01/01/2029	05/01/2027
End Closeout Phase (Closeout Report)	01/01/2030	05/01/2028

Date 11/18/2022 13:59:41

Purpose and Need

The Interstate 10 Corridor Freight and Managed Lane Project is a collaborative effort by SBCTA and Caltrans District 8 to improve efficiency, operations, and safety by taking a “managed lane” approach to 1) address a nationally-significant freight bottleneck and 2) enable new incentives to be provided for use of transit and shared rides along I-10. The segment carries 25,000 trucks on a typical weekday through one the busiest centers of logistics in the U.S. Currently, eastbound queues of trucks and other traffic regularly extend from the EB Cherry, Citrus, Sierra, and Cedar interchanges all the way back to the I-15/I-10 interchange in the PM peak period. The I-15/I-10 interchange is ranked the 9 most critical truck bottleneck in the U.S. by the American Transportation Research Institute. Also included are single high occupancy toll (HOV) lanes in each direction in the median of I-10 (where there are currently no HOV lanes), connecting with the HOT lanes currently under construction on I-10 west of I-15. Together, these managed lanes will open up a new opportunity to incentivize transit, shared-ride vehicles, a zero-emission vehicles with faster travel time, consistent with the intent of the state’s Climate Action Plan for Transportation Infrastructure (CAPTI). It is also noteworthy that the adopted alternative for this segment of I-10 was previously two HOT lanes in each direction. The concept for this segment has now been modified to single lane, directly in response to CAPTI, significantly reducing vehicle miles traveled (VMT) from the original dual-lane concept. The TCEP application also includes an investment in zero-emission truck fueling and charging infrastructure as an authorization by SBCTA to invest a share of excess toll revenue for zero-emission truck funding incentives in disadvantaged communities.

NHS Improvements☒ YES ☐ NO

Roadway Class 1

Reversible Lane Analysis☐ YES ☒ NO

Inc. Sustainable Communities Strategy Goals☒ YES ☐ NO

Reduce Greenhouse Gas Emissions☒ YES ☐ NO

Project Outputs

Category	Outputs	Unit	Total
Pavement (lane-miles)	Auxiliary lane constructed	Miles	1.7
Pavement (lane-miles)	HOV/HOT mainline constructed	Miles	22.2

Attachment: EXHIBIT A Project Programming Requests (10074 : Baseline Agreement for the Interstate 10 Corridor Freight and Managed Lane

Date 11/18/2022 13:59:41

Additional Information

"Scope and Location" section continued:

In addition, the 5-mile segment from just west of the Sierra Avenue interchange to Pepper Avenue still has conventional three-beam guardrail in the median that will be replaced with a Caltrans-standard concrete median barrier and building out of the unpaved median. This 60-year-old freeway will also be brought up to current design standards overall.

Additional Information:

Please reference the Overall PPR for a complete set of Performance Measures for the Project.

Attachment: EXHIBIT A Project Programming Requests (10074 : Baseline Agreement for the Interstate 10 Corridor Freight and Managed Lane

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPF, LPPC, SCCP	Person Hours of Travel Time Saved (Only 'Change' required)	Person Hours	0	70,786	-70,786
			Hours per Capita	0	0	0
	TCEP	Change in Daily Vehicle Hours of Delay	Hours	69,816	246,690	-176,874
	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	120,817	297,691	-176,874
	TCEP	Change in Daily Truck Hours of Delay	Hours	8,625	27,136	-18,511
Throughput (Freight)	TCEP	Change in Truck Volume	# of Trucks	12,431,595	12,431,595	0
	TCEP	Change in Rail Volume	# of Trailers	0	0	0
			# of Containers	0	0	0
System Reliability (Freight)	Optional	Truck Travel Time Reliability Index	Index	1.56	3.42	-1.86
Velocity (Freight)	TCEP	Travel Time or Total Cargo Transport Time	Hours	14,235	32,746	-18,511
	Optional	Average Peak Period Weekday Speed for Road Facility	Miles per Hour	41.7	19	22.7
Air Quality & GHG (only 'Change' required)	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	0	14	-14
			PM 10 Tons	0	15	-15
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	0	723,465	-723,465
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	0	159	-159
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	0	7	-7
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	0	884	-884
	LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	0	176	-176
Safety	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	14	14	0
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0.051	0.051	0
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	839	932	-93
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	0.309	0.343	-0.034
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Only 'Build' Required)	Number	10,348	0	10,348
Cost Effectiveness (only 'Change' required)	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	8	0	8

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Truck & Vehicle Volume (Freight)	TCEP	Existing Average Annual Vehicle Volume on Project Segment	Percent	85,775,000	85,775,000	0
	TCEP	Existing Average Annual Truck Percent on Project Segment	Percent	11	11	0
	TCEP	Estimated Year 20 Average Annual Vehicle Volume on Project Segment with Project	Number	110,000,780	110,000,780	0
	TCEP	Estimated Year 20 Average Annual Truck Percent on Project Segment with Project	Number	11	11	0

District	County	Route	EA	Project ID	PPN
08	San Bernardino County	10	0C253	0820000147	

Project Title
Interstate 10 Corridor Freight and Managed Lane Project, I-15 to Pepper Avenue: Zero-emission Fueling Infrastructure

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Total Project Cost (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			10,000					10,000	
TOTAL			10,000					10,000	

Fund #1:	State SB1 TCEP - Trade Corridors Enhancement Account (Uncommitted)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commis
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									\$10M for zero-emission fueling infrastructure in the I-10 corridor.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			10,000					10,000	
TOTAL			10,000					10,000	

Attachment: EXHIBIT A Project Programming Requests (10074 : Baseline Agreement for the Interstate 10 Corridor Freight and Managed Lane

EXHIBIT B

I-10 Corridor Project
 EA 0C2500, PN 0800000040
 07-LA-10 PM 44.9/48.3
 08-SBd-10 PM 0.0/R37.0
 Program Code 800.100/HB5
 May 2017

PROJECT REPORT


For Project Approval

On Route 10

Between 0.4 Miles West of White Avenue Overcrossing

And Live Oak Canyon Road Overcrossing

I have reviewed the right of way information contained in this Project Report and the Right of Way Data Sheet attached hereto, and find the data to be complete, current, and accurate:


REBECCA GUIRADO, Deputy District Director, Right of Way

APPROVAL
RECOMMENDED:


RAGHURAM RADHAKRISHNAN, Project Manager


DAVID BRICKER, Deputy District Director, Environmental Planning 


CHRISTY CONNORS, Deputy District Director, Design

 Roger Banos, senior-TMC
for Catalino Pining III
CATALINO A. PINING III, Deputy District Director, Traffic Operations

APPROVED BY:


JOHN BULINSKI, District Director

5/15/17
 Date

Link to full Project Report: https://www.gosbcta.com/wp-content/uploads/2019/09/I-10_FinalProjectReport.pdf

Vicinity Map



*In Los Angeles and San Bernardino Counties
 On Route 10 between 0.4 Miles West of White Avenue Overcrossing and Live Oak Canyon Road Overcrossing*

I-10 Corridor Project
 EA 0C2500, PN 0800000040
 07-LA-10 PM 44.9/48.3
 08-SBd-10 PM 0.0/R37.0
 May 2017

This Project Report has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.

Kanogporn S. Tiberi

Kanogporn S. Tiberi
 Registered Civil Engineer
 Parsons

5-9-17

Date



SUBMITTED BY:

Paula Beauchamp

Paula Beauchamp
 Director of Project Delivery
 SBCTA

5-9-17

Date

CONCURRED BY:

Jonathan den Hartog

Jonathan den Hartog
 Senior Oversight Engineer
 Caltrans District 8

5-9-17

Date

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ACRONYMS AND ABBREVIATIONS

<u>TERM</u>	<u>DESCRIPTION</u>
AB	Aggregate Base
AC	Asphalt Concrete
ACM	Asbestos-Containing Materials
ADA	Americans with Disabilities Act
ADL	Aerially Deposited Lead
ADT	Average Daily Traffic
a/mvm	Accidents per Million Vehicle Mile
APE	Area of Potential Effects
APS	Advance Planning Studies
AQMP	Air Quality Management Plan
AS	Aggregate Subbase
ASR	Archeological Survey Report
AST	Above-Ground Storage Tank
ATPB	Asphalt Treated Permeable Base
BMPs	Best Management Practices
BNSF	Burlington Northern – Santa Fe
BO	Biological Opinion
BRT	Bus Rapid Transit
BSA	Biological Study Area
CAG	Community Advisory Group
CAGN	Coastal California Gnatcatcher
CAMUTCD	California Manual of Uniform Traffic Control Devices
Caltrans	California Department of Transportation
CAVs	Clean Air Vehicles
CCTV	Closed Circuit Television
CCUA	Consent to Common Use Agreement
C-D	Collector-Distributor
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
cfs	Cubic feet per second
CHIN	Caltrans Highway Information Network
CHP	California Highway Patrol
CIA	Community Impact Assessment
CIDH	Cast-in-drilled-hole
C&M	Construction and Maintenance
CMAQ	Congestion Mitigation and Air Quality
CM/GC	Construction Management/General Contractor
CMP	Corridor Master Plan
CMS	Changeable Message Sign
CO	Carbon Monoxide
COZEEP	Construction Zone Enhanced Enforcement Program
CPUC	California Public Utilities Commission
CRCP	Continuously Reinforced Concrete Pavement
CRHR	California Register of Historical Resources
CSDP	Comprehensive Storm Drain Plan

CTB	Cement Treated Base
dBA	A-Weighted Decibels
d/c	Demand-to-Capacity
DD	Decision Document, Deputy Directive
DEIR/EIS	Draft Environmental Impact Report/Environmental Impact Statement
DHV	Design Hourly Volume (two-way)
DOD	United States Department of Defense
DPGDR	District Preliminary Geotechnical Design Report
DPR	Draft Project Report
DRIS	Draft Relocation Impact Statement
DSF	Delhi Sands Flower-Loving Fly
DWR	Department of Water Resources
EB	Eastbound
ECR	Environmental Commitments Record
EEP	Establish Existing Planting
EIR/EIS	Environmental Impact Report/Environmental Impact Statement
ESA	Environmentally Sensitive Area
ESAL	Equivalent Single Axle Load
FAA	Federal Aviation Administration
FEIR/EIS	Final Environmental Impact Report/Environmental Impact Statement
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FIRM	Flood Insurance Rate Maps
FNAE	Finding of No Adverse Effect
FR	Foundation Report
FRIS	Final Relocation Impact Statement
FSP	Freeway Service Patrol
FTIP	Federal Transportation Improvement Program
GCC	Grid Control Center
GDR	Geotechnical Design Report
GP	General Purpose
GSRD	Gross Solids Removal Device
HDM	Highway Design Manual
HMA	Hot-Mixed Asphalt
HMDD	Hazardous Material Disclosure Document
HOT	High Occupancy Toll
HOV	High Occupancy Vehicle
HOV 2	High Occupancy Vehicle with two occupants
HOV 2+	High Occupancy Vehicle with two or more occupants
HOV 3+	High Occupancy Vehicle with three or more occupants
HPSR	Historic Property Survey Report
HQ	Headquarters
HRER	Historical Resources Evaluation Report
I-10	Interstate 10
I-15	Interstate 15
I-215	Interstate 215
IC	Interchange
I/E	Ingress/Egress
ISA	Initial Site Assessment

ITS	Intelligent Transportation Systems
JPCP	Jointed Plain Concrete Pavement
kV	Kilovolt
LA	Los Angeles
LBP	Lead-Based Paint
LCB	Lean Concrete Base
LCCA	Life Cycle Cost Analysis
LCP	Lead-Containing Paint
LHS	Location Hydraulic Study
Lt	Left
LOS	Level of Service
LPA	Locally Preferred Alternative
LPR	License Plate Recognition
L RTP	Long-Range Transit Plan
LUST	Leaking Underground Storage Tank
LWCF	Land and Water Conservation Fund
MAP-21	Moving Ahead for Progress in the 21 st Century Act
MBTA	Migratory Bird Treaty Act
Metro	Los Angeles County Metropolitan Transportation Authority
MLD	Most Likely Descendent
MOU	Memorandum of Understanding
mph	Miles per Hour
MWD	Metropolitan Water District of Southern California
NAAQS	National Ambient Air Quality Standards
NADR	Noise Abatement Decision Report
NAHC	Native American Heritage Commission
NB	Northbound
NEPA	National Environmental Policy Act
NES	Natural Environment Study
NOC	Notification of Construction
NOD	Notice of Determination
NOI	Notice of Intent
NOP	Notice of Preparation
NPDES	National Pollutant Discharge Elimination System
NRHP	National Register of Historic Places
NSR	Noise Study Report
NW	Northwest
OC	Overcrossing
OH	Overhead
PA	Preferred Alternative
PAC	Public Awareness Campaign
PA/ED	Project Approval/Environmental Document
PALM	Project Aesthetics and Landscape Masterplan
PCC	Portland Cement Concrete
PCMS	Portable Changeable Message Sign
PDPM	Project Development Procedures Manual
PDT	Project Development Team
PeMS	Performance Management System
PFR	Preliminary Foundation Report

PIR/PER	Paleontological Identification Report/Paleontological Evaluation Report
PMCS	Project Management Control System
PMCTB	Plant Mixed Cement Treated Base
PM	Post Mile
PM _{2.5}	Particulate Matter of 2.5 microns in diameter or smaller
PM ₁₀	Particulate Matter of 10 microns in diameter or smaller
POA	Project Oversight Agreement
POAQC	Project of Air Quality Concern
PoDI	Project of Division Interest
PQS	Professional Qualified Staff
PSR/PDS	Project Study Report/Project Development Support
RACP	Request for Acquisition of Contaminated Property
RCB	Reinforced Concrete Box
RCP	Reinforced Concrete Pipe
REC	Recognized Environmental Concerns
Rect.	Rectangular
RHMA	Rubberized Hot-Mixed Asphalt
RIP	Regional Improvement Program
ROD	Record of Decision
RMCTB	Road Mixed Cement Treated Base
RMDP	Ramp Meter Development Plan
RMS	Ramp Metering System
RSS	Riversidean Sage Scrub
Rt	Right
RTP	Regional Transportation Plan
RTP/SCS	Regional Transportation Plan/Sustainable Communities Strategy
R/W	Right of Way
RWQCB	Regional Water Quality Control Board
SA	Site Assessment
SB	Southbound
SBd	San Bernardino
SBCFCD	San Bernardino County Flood Control District
SBCTA	San Bernardino County Transportation Authority
SBTAM	San Bernardino County Transportation Analysis Model
SCAG	Southern California Association of Governments
SCE	Southern California Edison
SCG	Southern California Gas
SD	Storm Drain
Sep	Separation
Shld	Shoulder
SHOPP	State Highway Operations and Protection Program
SHPO	State Historic Preservation Officer
SI	Site Investigation
SIP	State Implementation Plan
SLF	Sacred Lands File
SMARTS	Stormwater Multi-Application Report Tracking System
SOIS	Secretary of the Interior's Standards
SOV	Single Occupancy Vehicle
SPGR	Structures Preliminary Geotechnical Report

SR-26	State Route 26
SR-38	State Route 38 – Orange Street
SR-60	State Route 60
SR-71	State Route 71
SR-83	State Route 83 – Euclid Avenue
SR-210	State Route 210
S RTP	Short-Range Transit Plan
STAA	Surface Transportation Assistance Act
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
Superpave	Superior Performing Asphalt Pavement Technology
SW	Southwest
SWDR	Storm Water Data Report
SWMP	Storm Water Management Plan
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TASAS	Traffic Accident Surveillance and Analysis Systems
TCE	Temporary Construction Easement
TCR	Transportation Concept Report
TCWG	Transportation Conformity Working Group
TDM	Transportation Demand Management
TI	Traffic Index
TIFIA	Transportation Infrastructure Finance and Innovation Act
TMC	Transportation Management Center
TMP	Transportation Management Plan
TMS	Traffic Management System
TMT	Traffic Management Team
TOPD	Traffic Operations Policy Directive
Trap.	Trapezoidal
TSAR	Traffic Accident Surveillance and Analysis Systems, Selective Accident Retrieval
TSM	Transportation System Management
UC	Undercrossing
UP	Underpass
UPRR	Union Pacific Railroad
US-395	United States Highway 395
USACE	U.S. Army Corps of Engineers
USFWS	United States Fish and Wildlife Service
UST	Underground Storage Tank
VA	Value Analysis
v/c	Volume-to-Capacity
VIA	Visual Impact Assessment
vph	Vehicle per Hour
WB	Westbound
WDID	Waste Discharge Identification
WIM	Weigh-in-Motion
WQV	Water Quality Volume
WVDS	Wireless Vehicle Detector System

1. INTRODUCTION

California Department of Transportation (Caltrans), the lead agency, in cooperation with San Bernardino County Transportation Authority (SBCTA), the sponsoring agency, proposes to add freeway lanes along the 33-mile segment of Interstate 10 (I-10) between the Los Angeles/San Bernardino (LA/SBd) County Line and Ford Street in San Bernardino County to reduce traffic congestion, increase throughput, enhance trip reliability, and provide long-term congestion management of the corridor. The project limits which include transition areas extend from approximately 0.4 miles west of White Avenue in the City of Pomona at Post Mile (PM) 44.9 in Los Angeles County to Live Oak Canyon Road in the City of Yucaipa at PM R37.0 in San Bernardino County. A No Build (Alternative 1) and two build alternatives (Alternatives 2 and 3) have been considered for the I-10 Corridor Project.

In June 2016, Alternative 3 (also known as Express Lanes Alternative) was identified as the Preferred Alternative (PA) for the I-10 Corridor Project. The PA would provide two Express Lanes in each direction of I-10 from the LA/SBd County Line to California Street in the City of Redlands and one Express Lane in each direction from California Street to Ford Street in the City of Redlands, a total distance of 33 miles. The Express Lanes would serve both high occupancy vehicles (HOVs) and single occupancy vehicles (SOVs). HOVs not meeting the occupancy requirement and SOVs would be required to pay a toll to use the Express Lane facility while HOVs meeting the occupancy requirement would use the facility free of charge in the Express Lane segment west of Haven Avenue and either toll-free or at discounted rates in the segment east of Haven Avenue. Replacement of 13 structures and modification of 61 structures would be necessary. The improvements are primarily within San Bernardino County, with minor improvements in Los Angeles County to accommodate the roadway transition between the existing HOV cross section in Los Angeles County and the proposed Express Lane cross section in San Bernardino County. The project vicinity map is included in **Attachment A**.

The project is planned to proceed to the final design phase upon approval of the Project Report, and the Record of Decision (ROD) and Notice of Determination (NOD) are obtained for the final environmental document. The project is anticipated to utilize a design-build delivery process and be constructed in two contracts over a period of 60 months (5 years), with Contract 1 covering the proposed improvements from the LA/SBd County Line to Interstate 15 (I-15) and Contract 2 covering the improvements from I-15 to Ford Street, as described in **Table 1.1**.

Table 1.1 Alternative 3 Construction Contract Breakdown

Contract	General Description	EA	Project ID	Post Miles & Limits
1	LA/SBd County Line to I-15	0C2510	0816000076	07-LA-10 PM 44.9/48.3 08-SBd-10-PM 0.0/13.2 0.4 miles west of White Avenue overcrossing to Cherry Avenue overcrossing
2	I-15 to Ford Street	0C2520	0816000112	08-SBd-10 PM 8.0/R37.0 0.2 miles west of Haven Avenue overcrossing to Live Oak Canyon Road overcrossing

The project is estimated to cost \$1.7 billion in current dollars or a total escalated cost of \$1.9 billion for the future expenditure years. Detailed cost estimates are provided in Section 5.A.4.15 of this report. The total programmed cost for the project is \$1.9 billion.

Proposed funding for the project is anticipated to be from a combination of San Bernardino County Measure I, Congestion Mitigation and Air Quality (CMAQ), local, State, and Federal funds, as well as, a Transportation Infrastructure Finance and Innovation Act (TIFIA) Federal loan. The project is included in the SBCTA's Measure I 10-Year Delivery Plan as well as in the Southern California Association of Governments (SCAG)'s conforming 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). The project is also included in the 2017 Federal Transportation Improvement Program (FTIP).

The I-10 Corridor Project is classified as a Category 3 project, as defined in the Caltrans Project Development Procedures Manual (PDPM) because the project is an existing access controlled facility and requires additional right of way and Revised Freeway Agreements (see **Attachment C**).

A summary of the project information is provided in **Table 1.2**:

Table 1.2 Project Summary

Project Limits	07-LA-10 PM 44.9/48.3 08-SBd-10 PM 0.0/R37.0	
Number of Alternatives	three	
Preferred Alternative:	Alternative 3	
	Current Cost Estimate	Escalated Cost Estimate
Capital Outlay Support	\$332M	\$366M
Capital Outlay Construction	\$1,259M	\$1,443M
Capital Outlay Right-of-Way	\$83M	\$101M
Funding Source	San Bernardino County Measure I CMAQ, Local, State, and Federal TIFIA Loan	
Funding Year	2008/2009 through 2024/2025	
Type of Facility	Freeway	
Number of Structures	74	
Environmental Determination or Document	Environmental Impact Report/Environmental Impact Statement (EIR/EIS)	
Legal Description	In Los Angeles and San Bernardino Counties From 0.4 Mile West of White Avenue Overcrossing in Pomona To Live Oak Canyon Road Overcrossing in Redlands	
Project Development Category	3	

2. RECOMMENDATION

It is recommended that the project be approved using the PA (Alternative 3) and that the project proceed to the next phase in the project development process. The affected local agencies have been consulted with respect to the recommended plan and their views have been considered. Affected local agencies are in general accord for implementation of the I-10 Express Lanes between the LA/SBd County Line and Ford Street in Redlands. The draft environmental document for the project has been circulated for public review and all comments have been addressed.

Approval of the project report authorizes the State to enter into Cooperative Agreements with SBCTA and local agencies.

3. BACKGROUND

3A. Project History

The project was initiated through the preparation of a Project Study Report/Project Development Support (PSR/PDS) (EA 0C250K) which was approved in December 2006. The PSR/PDS proposed to extend the existing HOV lanes on I-10 from its current terminus at Haven Avenue in Ontario to Ford Street in Redlands to relieve congestion along the I-10 corridor in San Bernardino County. Three alternatives were studied in the PSR/PDS. The first alternative was a No Build Alternative. The second alternative (Standard HOV Alternative) proposed to add one HOV lane in each direction with standard cross sections throughout the project corridor. The third alternative (Reduced Standard HOV Alternative) proposed to add one HOV lane in each direction with varied lane and inside shoulder widths at selected locations. The No Build and both build alternatives were recommended to be carried forward to the subsequent Project Approval/Environmental Document (PA/ED) phase of the project development process.

During the beginning of the PA/ED study, the two HOV alternatives studied in the PSR/PDS were re-evaluated in response to Caltrans District 8's decision to change from a buffered-separated HOV facility to a continuous access facility for the I-10 freeway in San Bernardino County. This change results in elimination of the 4-foot buffer previously proposed in each direction (a total of 8 feet), allowing the Reduced Standard HOV Alternative to attain the standard cross section through most of the corridor. As such, the HOV alternatives studied in the PSR/PDS were consolidated into a single HOV alternative that generally provides standard cross sections throughout the corridor except for a few spot locations.

In April 2013, a Supplemental PSR/PDS was approved, proposing to include an additional alternative (Express Lanes) to the project. The new alternative would extend the roadway improvements westerly to provide two tolled Express Lanes in each direction from the LA/SBd County Line to approximately State Route 210 (SR-210) and a single Express Lane in each direction from SR-210 to Ford Street. The Express Lanes alternative was recommended to be carried forward to the PA/ED phase.

The project is in the PA/ED phase (EA 0C2500) with three alternatives being considered. Alternative 1 is the No Build Alternative. Alternative 2 is the HOV Alternative that is carried forward from the PSR/PDS. Alternative 3 is the Express Lanes Alternative proposed in the Supplemental PSR/PDS.

EXHIBIT C

Appendix B. Performance Measures and Indicators: TCEP 2022 I-10 Corridor Freight and Managed Lane Project

Notes

Existing Average Annual Vehicle Volume on Project Segment		85,775,000					Cal-BC ADT x 365 (derived from Caltrans count data)
Estimated Annual Vehicle Truck Percent on Project Segment		11%					Cal-BC (derived from Caltrans truck count data)
Estimated Year 20 Average Annual Vehicle Volume on Project Segment with Project		110,000,780					Cal-BC ADT x 365 for Year 20
Estimated Year 20 Average Annual Truck Percent on Project Segment with Project		11%					Cal-BC and Caltrans Count Data
Measure	Metric	Project Type	Build	Future No Build	Change	Increase/Decrease	
Congestion Reduction	Change in Daily Vehicle Hours of Delay	All	69,816	246,690	(176,874)	Decrease	Calculation from CalBC Emissions Tab Data, on I-10 segment, Y20
	Change in Daily Truck Hours of Delay	All (except rail)	8,625	27,136	(18,511)	Decrease	Calculation from CalBC Emissions Tab Data, on I-10 segment, Y20
	(Optional) Person Hours of Travel Time Saved	All			(70,786)	Decrease	Daily avg. from CalBC results page (Annual Avg./365)
	(Optional) Daily Truck Trips Due to Mode Shift				-		
	(Optional) Daily Truck Miles Traveled Due to Mode Shift						
	(Optional) Other Information: Daily Vehicle Hours of Travel Time Reduction	All	120,817	297,691	(176,874)	Decrease	Calculation from CalBC Emissions Tab Data, on I-10 segment, Y20
Throughput (Freight)	Change in Annual Truck Volume	Highway, road, and port projects only	12,431,595	12,431,595	-	No change	On I-10 segment only, Y20. Focus is on efficiency of truck movement. But see narrative of application to see scenarios. Could be as much as 3300 trucks/day increase
	Change in Rail Volume	Rail	Not Applicable				
	(Optional) Change in Cargo Volume	Transit Rail and Transit Bus	Not Applicable				
	(Optional) Other Information	All	Not Available				
System Reliability (Freight)	Truck Travel Time Reliability Index ("No Build" Only) (Optional Metric)	National and State Highway System Only	1.56	3.42	(1.86)	Decrease	Off-peak speed divided by peak speed, truck only, Year 1 from CalBC

(Freight)	(Optional) Other Information: Daily Vehicle Hours of Travel Time Reduction (study area)	All					
Velocity (Freight)	Travel time or total cargo transport time	All	14,235	32,746	(18,511)	Decrease	Daily truck VHT per CalBC, Year 20.
	(Optional) Change in Average Peak Period Weekday Speed for Road Facility	Road	41.7	19.0	22.7	Increase	Peak period truck MPH per CalBC Year 1
	(Optional) Average Peak Period Weekday Speed for Rail Facility	Rail	Not Applicable				
	(Optional) Other Information	All	Not Available				
Measure	Metric	Project Type	Build	Future No Build	Change	Increase/Decrease	
Air Quality	Particulate Matter (PM 10)	All			(15)	Decrease	On I-10 segment, over 20 years - changes directly from CalBC
	Particulate Matter (PM 2.5)				(14)	Decrease	
	Carbon Dioxide (CO2)				(723,465)	Decrease	On I-10 segment, over 20 years
	Volatile Organic Compounds (VOC)				(159)	Decrease	On I-10 segment, over 20 years
	Sulphur Dioxides (SOx)				(7)	Decrease	On I-10 segment, over 20 years
	Carbon Monoxide (CO)				(884)	Decrease	On I-10 segment, over 20 years
	Nitrogen Oxides (NOx)				(176)	Decrease	On I-10 segment, over 20 years
Safety	Number of Fatalities	All	14.0	14.0	-	No change	From CA Transportation Injury Mapping System (TIMS) - No change to fatal rate per Perf. Measures
	Rate of Fatalities per 100 Million VMT		0.051	0.051	-	No change	No change to fatal rate per Perf. Measures Guidebook
	Number of Serious Injuries		839	932	(93)	Decrease	TIMS - 10% reduction with build scenario. See text and FHWA Desk Reference for Crash Reduction
	Rate of Serious Injuries per 100 Million VMT		0.309	0.343	(0.03)	Decrease	TIMS - 10% reduction with build scenario. See text and FHWA Desk Reference for Crash Reduction
	(Optional) Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries				-		Factors
	(Optional) Other Information		Not Available				
Cost Effectiveness	Cost-Benefit Ratio	All	8.0		8.0	Increase	Ratio of benefits to cost, per Cal-B/C
	(Optional) Other Information		Not Available				
Economic Development	Jobs Created	All	10,348	-	10,348	Increase	13 Jobs/\$M
	(Optional) Other Information		Not Available				

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	X		X	X		
Jesse Armendarez Board of Supervisors	X	X	X	X			X		X			
Dawn Rowe Board of Supervisors	X	X		X	X		X		X	X		
Curt Hagman Board of Supervisors	X	X	X	X	X	X	X		X	X		
Joe Baca, Jr. Board of Supervisors	X	X	X	X	X	X	X		X	X		
Daniel Ramos City of Adelanto	X	X	X	X	X	X	X		X	X		
Art Bishop Town of Apple Valley	X	X	X	X	X	X	X		X	X		
Paul Courtney City of Barstow	X	X		X	X	X	*		*			
Carmen Hernandez City of Barstow										X		
Rick Herrick City of Big Bear Lake	X			X	X	*	X		X	*		
Eunice Ulloa City of Chino	X			X	X	X	X		X	X		
Ray Marquez City of Chino Hills	X	X	X	X	X	X	X		X	X		
Frank Navarro City of Colton		X	X	X	X	X	X		X	X		
Acquanetta Warren City of Fontana	X	X	X	X	X		X		X	X		
Sylvia Robles City of Grand Terrace	X	X	X	X	X	X	X		X	X		
Rebekah Swanson City of Hesperia	X	X	X	X	X	*	*		X	X		

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

BOARD OF DIRECTORS ATTENDANCE RECORD – 2023

X Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Larry McCallon City of Highland	X	X	X	X		*	*		X	X		
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X	X	X		*	*	*		*			
Bhavin Jindal City of Loma Linda										X		
John Dutrey City of Montclair	X	X	X	X	X	X	X		X	X		
Janet Jernigan City of Needles			X	X		X	X		X	X		
Alan Wapner City of Ontario	X	X	X	X			X			X		
L. Dennis Michael City of Rancho Cucamonga	X	X	*	X	*	X	X		X	X		
Paul Barich City of Redlands		X		X	*	*	*			X		
Deborah Robertson City of Rialto	X	X	X	X		X			X			
Helen Tran City of San Bernardino	X	X	X	X	X	X	X		X	*		
Joel Klink City of Twentynine Palms	X	X		X	X	X	X		X	X		
Rudy Zuniga City of Upland		X	X	X	X	X	X		*	X		
Debra Jones City of Victorville	X			X	X	X	X		X	X		
Bobby Duncan City of Yucaipa	X	X	X	X	X	X			X	X		
Rick Denison Town of Yucca Valley	X	X	X	X			X		X	X		
Rebecca Guirado Interim Ex-Official Member	X	Bassem Barsom										
Catalino Pining Ex-Official Member			X	X	X	Thomas Ainsworth	Rebecca Guirado		Jim Rogers	X		

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

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

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

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

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 Rodriguez-Robles Helen Tran	Cynthia Moran Daniel Ramos 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. *Note: An exception to Policy 10002 was approved by the Board of Directors on July 5, 2023 to temporarily revise the composition of East Valley to 2 City, 2 County	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. The General Policy Committee is authorized to approve Contracts in excess of \$100,000, Contract Task Orders in excess of \$500,000, and amendments exceeding the Executive Director's authority in the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, with notification to the Board. Notification shall be made at the next regularly scheduled meeting of the Board following such approval. (Brown Act)	<u>West Valley</u> Ray Marquez, Chino Hills (Chair/Vice President) Acquanetta Warren, Fontana Alan Wapner, Ontario Curt Hagman, Supervisor <u>East Valley</u> Frank Navarro, Colton Larry McCallon, Highland Dawn Rowe, Supervisor (Vice Chair/President) Joe Baca, Jr., Supervisor (MVSS Chair) <u>Mountain/Desert</u> Art Bishop, Apple Valley (Past President) Debra Jones, Victorville Rick Denison, Yucca Valley (TC Chair) Paul Cook, Supervisor (MDC 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.	6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024
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)	Rick Denison, Yucca Valley (Chair) John Dutrey, Montclair** (Vice Chair) Eunice Ulloa, Chino Ray Marquez, Chino Hills** Frank Navarro, Colton Acquanetta Warren, Fontana Sylvia Rodriguez-Robles, Grand Terrace Larry McCallon, Highland* Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Dawn Rowe, Supervisor Joe Baca, Jr., Supervisor	12/31/2024 (6/30/2024) Indeterminate (6/30/2024) 12/31/2024 Indeterminate 12/31/2023 12/31/2023 12/31/2024 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)	Paul Cook, Supervisor (Chair) Debra Jones, Victorville (Vice Chair) Daniel Ramos, Adelanto Art Bishop, Apple Valley Carmen Hernandez, Barstow Rick Herrick, Big Bear Lake Rebekah Swanson, Hesperia Janet Jernigan, Needles Joel Klink, Twentynine Palms Rick Denison, Yucca Valley Dawn Rowe, Supervisor	Indeterminate (6/30/20 Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President. - 1 East Valley member - 1 West Valley member - 1 Mountain/Desert member - 1 County member Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of 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)	Dawn Rowe, Supervisor (President) Ray Marquez, Chino Hills (Vice President) Art Bishop, Apple Valley (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 Joe Baca Jr., Supervisor (Chair) Eunic Ulloa, Chino (Vice Chair)	6/30/2024 6/30/2024

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 Anthesis Reach Out Morongo Basin Loma Linda University Health	On-going On-going On-going On-going On-going On-going 5/31/2024 9/30/2026 9/30/2026 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) Dawn Rowe, Ex-Officio Ray Wolfe, Ex-Officio</p>	<p>10/31/2024 12/31/2024 03/01/2025</p>

SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Council of Governments Ad Hoc Committee</p> <p>On July 5, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.</p>	<p>To provide guidance on the SBCOG Budget and funding options. This ad hoc has a term ending June 30, 2024.</p>	<p>Acquanetta Warren, Fontana John Dutrey, Montclair Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Helen Tran, San Bernardino Jesse Armendarez, Supervisor Curt Hagman, Supervisor</p>

Communication: Committee Membership (Committee Membership)

Emerging Technology Ad Hoc Committee On October 6, 2021, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	To look broadly at Transportation Technology. This ad hoc has a term ending December 31, 2023.	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
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 Rodriguez-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).
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff. Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT.



MISSION STATEMENT

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

We achieve this by:

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

Approved December 4, 2019