

**AGENDA**

**Board of Directors Meeting**

**May 1, 2024**

**10:15 a.m.**

**LOCATION**

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

**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, Mayor Pro Tem  
*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*

Bill Hussey, Mayor  
*City of Grand Terrace*

Rebekah Swanson, Mayor Pro Tem  
*City of Hesperia*

Larry McCallon, Mayor Pro Tem  
*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, Mayor Pro Tem  
*City of Twentynine Palms*

Rudy Zuniga, Council Member  
*City of Upland*

Debra Jones, Council Member  
*City of Victorville*

Bobby Duncan, Council Member  
*City of Yucaipa*

Rick Denison, Council Member  
*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**

**May 1, 2024  
10:15 a.m.**

**1170 W. 3<sup>rd</sup> Street, 1<sup>st</sup> Floor Lobby Board Room, San Bernardino, CA**

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

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

**CALL TO ORDER**

(Meeting Chaired by Dawn Rowe)

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

Pg. 20

**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. 21

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. **March 2024 Procurement Report** Pg. 25  
Receive the March 2024 Procurement Report.  
**Presenter: Shaneka Morris**  
**This item was received by the General Policy Committee on April 10, 2024.**
3. **Transit and Rail Programs Contract Change Orders to On-Going Contracts** Pg. 33  
Receive and file Change Order Report.  
**Presenter: Victor Lopez**  
**This item was received by the Transit Committee on April 11, 2024.**
4. **Project Delivery Contract Change Orders to On-Going Contracts** Pg. 35  
Receive and file Change Order Report.  
**Presenter: Kristi Harris**  
**This item was received by the Board of Directors Metro Valley Study Session on April 11, 2024.**
5. **Board Presidential Appointments & Upcoming SCAG Vacancy** Pg. 41
  - A. Note the presidential appointment for Council Member Bobby Duncan, City of Yucaipa, to serve on the San Bernardino County Transportation Authority Transit Committee for a term through December 31, 2025.
  - B. Note the presidential appointment for Council Member Bobby Duncan, City of Yucaipa, and Supervisor Jesse Armendarez to serve on the Transportation Investment Plan Ad Hoc Committee.
  - C. Note the upcoming vacancy for one member to serve on the Southern California Association of Governments (SCAG) Community, Economic, and Human Development Policy Committee for a term expiring December 31, 2025.  
**Presenter: Marleana Roman**  
**This item is informational only. Per SBCTA Policy No. 10001, all opportunities for appointment shall be noticed in the agenda prior to the Presidential appointment. All Presidential appointments shall be announced at the Board of Directors meeting immediately following the appointments for the purpose of advising the Board of Directors of the status of committee membership and representation.**

## CONSENT CALENDAR

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

## **Consent - Administrative Matters**

### **6. Fiscal Year 2023/2024 Budget Amendments**

Pg. 43

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

A. Approve the creation of the new fund, Fund 2201 Federal Railroad Administration, to accommodate the Rebuilding American Infrastructure with Sustainability and Equity Grant Program funding for the Brightline West High Desert Stations project.

B. Approve the creation of new funds, Fund 2750 Transit and Intercity Rail Capital Program Senate Bill 125 and Fund 2751 Senate Bill 125 Zero Emission Transit Capital Program, to account for funds for allocated projects.

C. Approve two checking bank accounts with Wells Fargo for the Transit and Intercity Rail Capital Program and Zero Emission Transit Capital Program funds with designated signers Executive Director, Deputy Executive Director, and Chief Financial Officer and related investment accounts with California Asset Management Program.

D. Approve an amendment to the Fiscal Year 2023/2024 Budget for Task No. 0315 – Transit Capital to increase Federal Transit Administration 5309 (Fund 2130) by \$3,000,000, Federal Railroad Administration (Fund 2201) by \$1,781,000, Local Project Funds (Fund 6010) by \$1,500,000, Transit and Intercity Rail Capital Program (Fund 2565) by \$250,000, Transit and Intercity Rail Capital Projects Senate Bill 125 (Fund 2750) by \$1,000,000, and decrease Solutions to Congested Corridors Program (Fund 2705) by \$7,531,000, for a zero net increase to the fiscal year budget.

**Presenter: Hilda Flores**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 10, 2024.**

### **7. Capital Projects and Reserves Based on Policy No. 20600 Funding Indirect Costs**

Pg. 46

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

A. Approve reserves for capital costs of \$295,000 and for emergency purposes of \$500,000 based on Policy No. 20600, Funding Indirect Costs and Establishing Fund Balance Reserves and a Capital Improvement Plan.

B. Review and provide direction relative to budgetary information to be included in the Indirect Fund for the Fiscal Year 2024/2025 Budget.

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

C. Approve the updated Capital Improvement Plan for the Santa Fe Depot and for the Agency's Information Technology systems.

**Presenter: Lisa Lazzar**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 10, 2024. SBCTA General Counsel has reviewed this item.**

**8. Revisions to Investment Policy No. 20100 & Investment Portfolio Update**

Pg. 54

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA), effective July 1, 2024:

A. Approve revision to Investment Policy No. 20100, to make clarification to section IX.Q.

B. Delegate to SBCTA’s Chief Financial Officer, who shall serve as SBCTA’s Treasurer, authority for a one-year period to invest or reinvest SBCTA funds and to sell or exchange securities so purchased, pursuant to Policy No. 20100.

That the Board, acting as the San Bernardino Associated Governments (SBCOG), effective July 1, 2024.

C. Reauthorize pooling SBCOG funds with SBCTA funds, to be invested in accordance with SBCTA’s Investment Policy No. 20100.

D. Delegate to SBCTA’s Chief Financial Officer, who shall serve as SBCOG’s Treasurer, authority for a one-year period to invest or reinvest SBCOG funds and to sell or exchange securities so purchased, pursuant to Policy No. 20100.

**Presenter: Lisa Lazzar**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 10, 2024. SBCTA General Counsel has reviewed this item and the revised policy.**

**9. Renewal of Annual Insurance Policies & Increase for Interstate 10 Express Lanes**

Pg. 79

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

A. Authorize the Enterprise Risk Manager to approve and execute binding insurance coverage for the existing coverages and limits through the policies and premiums up to 10% over the estimate of \$667,881, and authorize the Executive Director, or his/her designee, to bind the policies should the amount exceed \$734,669, for the periods of July 1, 2024 through June 30, 2025, for Cyber Liability, Workers’ Compensation, Property, and Employee Crime; and September 29, 2024 through September 28, 2025, for Commercial General Liability and Excess Liability.

B. Authorize the Enterprise Risk Manager to approve and execute binding insurance coverage for the Express Lanes through the policies and premiums up to 10% over the estimate of \$800,000, and authorize the Executive Director, or his/her designee, to bind the policies should the amount exceed \$880,000, for the period of July 1, 2024 through September 28, 2025.

C. Authorize the issuance of Purchase Orders to process payments for securing the insurance policies.

\* Start date for Express Lane coverage will be the date the Express Lanes are completed and may be later than July 2024.

**Presenter: Steven Keller**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 10, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item.**

**10. Hewlett Packard Enterprise Company-Award Purchase Order for Servers and SAN Replacement** Pg. 83

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

A. Approve Purchase Order No. 4002448 with Hewlett Packard Enterprise Company for the Server and Storage Area Network (SAN) Upgrade in an amount not-to-exceed \$117,000.

B. Approve contingency in the amount of \$11,700 for Purchase Order No. 4002448 and authorize the Executive Director, or his/her designee, to release contingency as necessary for the project.

**Presenter: Matt Farokhmanesh**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 10, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft amendment.**

**Consent - Air Quality/Traveler Services**

**11. San Bernardino Council of Governments Inland Regional Energy Network 2023/2024 Annual Activity Update** Pg. 116

Receive an update on the San Bernardino Council of Governments Inland Regional Energy Network activities from January 2023 through March 2024.

**Presenter: Cheryl Chesnut**

**This item was received by the General Policy Committee on April 10, 2024.**

**12. Award Freeway Service Patrol Contract No. 23-1002945 for FSP Beat No. 5 & Contract 23-1002946 for FSP Beat No. 27** Pg. 124

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

A. Award Contract No. 23-1002945 to Pepe's Inc., DBA Pepe's Towing Service for Freeway Service Patrol (FSP) services along Beat No. 5 from January 1, 2025, through December 31, 2029, for a not-to-exceed amount of \$3,946,240, to be funded with State FSP Funds.

B. Approve a contract contingency for a not-to-exceed amount of \$685,430 for Contract No. 23-1002945 for construction support and authorize the Executive Director, or his designee, to release contingency as necessary.

C. Award Contract No. 23-1002946 to Pepe's Inc., DBA Pepe's Towing Service for FSP services along Beat No. 27, from January 1, 2025, through December 31, 2029, for a not-to-exceed amount of \$2,358,495 to be funded with State FSP Funds.

D. Approve a contract contingency for a not-to-exceed amount of \$685,430 for Contract No. 23-1002946 for construction support and authorize the Executive Director, or his designee, to release contingency as necessary.

**Presenter: Kelly Lynn**

**This item was reviewed and recommended for approval (10-0-1; Abstained: Baca) by the General Policy Committee on April 10, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft contracts.**

**13. Amendment No. 2 to Contract No. 22-1002736 and Amendment No. 5 to Contract No. 20-1002323 for Freeway Service Patrol** Pg. 226

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

A. Approve Amendment No. 2 to Contract No. 22-1002736 for Freeway Service Patrol (FSP) Beat No. 9 with Royal Coaches Auto Body & Towing to provide regular FSP and Construction Freeway Service Patrol (CFSP) service, increasing the contract amount by \$704,500 for a new not-to-exceed amount of \$3,807,014 to be funded with State FSP funds, Department of Motor Vehicle (DMV) Safe Funds for regular FSP services, and Measure I Valley Freeway and Measure I Valley Interchange Program funds for SBCTA CFSP Express Lanes support.

B. Approve Amendment No. 5 to Contract No. 20-1002323 for FSP Beat No. 11 with Carpe Carma LLC, DBA Pomona Valley Towing to provide regular FSP and CFSP service, increasing the contract amount by \$87,898 for a new not-to exceed amount of \$2,420,105 to be funded with State FSP funds, DMV Safe Funds for regular FSP services, and Measure I Valley Freeway Program funds for SBCTA CFSP Express Lanes support.

**Presenter: Kelly Lynn**

**This item was reviewed and recommended for approval (10-0-1; Abstained: Baca) by the General Policy Committee on April 10, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft amendments.**

**Consent - Project Delivery**

**14. Monte Vista Avenue Grade Separation - Amendment No. 5 with City of Montclair and Amendment No. 3 with Gibbs Giden Locher Turner Senet & Wittbrodt, LLP** Pg. 237

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

A. Approve Amendment No. 5 to Cooperative Agreement No. 15-1001297 with the City of Montclair (City), for the Monte Vista Avenue Grade Separation Project, to update the project cost, increase City's Development Impact Fees share by \$54,559 for a new total of \$2,489,690, and extend the expiration date to August 31, 2025.

B. Approve Amendment No. 3 to Contract No. 16-1001474 with Gibbs Giden Locher Turner Senet & Wittbrodt, LLP, for Public Contract Legal Services, to increase the contract value by \$150,000 for a new contract amount of \$800,000 and extend the expiration date to June 30, 2025.

**Presenter: Juan Lizarde**

**This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 11, 2024. SBCTA General Counsel, Enterprise Risk Manager, and Procurement Manager have reviewed this item and the draft amendments.**

## **Consent - Regional/Subregional Planning**

### **15. Award Contract No. 24-1003069 for State Route 247/62 Emergency Bypass Study**

Pg. 248

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

Approve the award of Contract No. 24-1003069 to WSP USA, Inc., for the State Route 247/62 (SR 247/62) Emergency Bypass Study to develop a bypass strategy for Interstate 15/Cajon Pass closures and identify potential geometric and operational improvements on SR 247 and SR 62, for a not-to-exceed amount of \$762,899, to be funded by State earmark funds from the Priority Legislative Budget Projects Program, for a term ending June 30, 2026.

**Presenter: Ginger Koblasz**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 10, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft contract.**

## **Consent - Transit**

### **16. Gold Line to Montclair Project Update and Funding Allocation**

Pg. 284

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

A. Increase the total allocated funding to the Gold Line to Montclair Project from \$3,000,000 to \$39,000,000, to be funded with Local Transportation Funds, Low Carbon Transit Operations Program funds, and Measure I Valley Metrolink/Rail Service Program funds, which when combined with the \$41,000,000 of 2018 Transit and Intercity Rail Capital Program funds awarded towards the San Bernardino County portion of the Gold Line to Montclair Project provides a total of \$80 million available to the Project as an interim funding step until the design-build contract and other costs are further defined.

B. Direct staff to negotiate a reimbursement agreement with Los Angeles County Metropolitan Transportation Authority (LACMTA) to fund San Bernardino County's share of the remaining Gold Line to Montclair Project as described in Recommendation A.

C. Consider reallocation of the additional \$36,000,000 of SBCTA formula funds identified in Recommendation A to other SBCTA funded operations and project needs should the design-build contract bid amount exceed the available funding needed to build the Gold Line to the San Bernardino/Los Angeles county line, and should the LACMTA not allocate the additional funding needed by April 1, 2025.

**Presenter: Victor Lopez**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on April 11, 2024.**

### **17. Amendment No. 2 to Contract No. 21-1002452 with HNTB Corporation for Program Management/Construction Management Services for the Ontario International Airport Connector Project**

Pg. 290

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

A. Approve Amendment No. 2 to Contract No. 21-1002452 with HNTB Corporation, for Program Management/Construction Management Services for the Ontario International Airport Connector Project, increasing the authorized budget under Notice to Proceed (NTP) 1 by \$6,538,464, for a revised not-to-exceed amount authorized under NTP 1 to \$17,621,085, to be funded with State Transit Assistance funds previously programmed for the Project.

Agenda Item 17 (cont.)

B. Approve a contingency to Contract No. 21-1002452, for a not-to-exceed amount of \$885,000, to be funded with State Transit Assistance funds previously programmed for the Project, and authorize the Executive Director, or his designee, to release contingency as necessary for the completion of the project.

**Presenter: Victor Lopez**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on April 11, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft amendment.**

**18. Zero-Emission Multiple Unit Program Management Services Contract Task Order No. 7 Amendment to Contract No. 23-1002904 and West Valley Connector Program Management Services Contract Task Order No. 9 to Contract No. 22-1002744** Pg. 301

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

A. Authorize the Executive Director, or his designee, to execute an amendment to Contract Task Order No. 7 for the Zero-Emission Multiple Unit (ZEMU) Program Management Services with Mott MacDonald Group Inc. (Contract No. 23-1002904) in an amount not-to-exceed \$2,500,000.

B. Authorize the Executive Director, or his designee, to execute Contract Task Order No. 9 for West Valley Connector Program Management Services with WSP USA Inc. (Contract No. 22-1002744) in an amount not-to-exceed \$3,400,000.

C. Authorize the Executive Director, or his designee, to execute amendments to CTO No. 7 over \$500,000, for the ZEMU Program Management Services, for a combined not-to-exceed CTO amount of \$3,500,000.

D. Authorize the Executive Director, or his designee, to execute amendments to CTO No. 9 over \$500,000, West Valley Connector Program Management Services, for a combined not-to-exceed CTO amount of \$4,000,000.

**Presenter: Joy Buenafior**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on April 11, 2024. Additional background information was added since Committee to apprise the Board of an amendment to CTO No. 7 in the amount of \$250,000, issued by the Executive Director, while staff awaits approval of this item. SBCTA Procurement Manager has reviewed this item and the Contract Task Orders.**

**19. Transit and Rail On-Call Right-of-Way Services Contract Amendments** Pg. 335

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

A. Approve Amendment No. 3 to Contract No. 18-1001924 with Epic Land Solutions, Inc. for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs increasing the contract amount in accordance with Recommendation E.

B. Approve Amendment No. 3 to Contract No. 19-1002007 with Bender Rosenthal, Inc. for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation E.

C. Approve Amendment No. 3 to Contract No. 19-1002008 with Overland, Pacific & Cutler, LLC for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation E.

Agenda Item 19 (cont.)

D. Approve Amendment No. 3 to Contract No. 19-1002009 with Paragon Partners Consultants, Inc. for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation E.

E. Approve a total not-to-exceed amount of \$2,000,000.00 for Epic Land Solutions, Inc. (No. 18-1001924), Bender Rosenthal, Inc. (No. 19-1002007), Overland, Pacific & Cutler, LLC (No. 19-1002008), and Paragon Partners Consultants, Inc. (No. 19-1002009), increasing the total Contract authority to be shared among these contracts from \$7,500,000 to \$9,500,000, to be funded with Federal Transit Administration 5309 - American Rescue Plan Stimulus funds.

**Presenter: Joy Buenaflor**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on April 11, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft amendments.**

**20. Award Contract No. 24-1003023 for Transit and Specialized Transportation Services** Pg. 349

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

Approve Contract No. 24-1003023 with AMMA Transit Planning, Inc., for Transit and Specialized Transportation Services, in an amount not-to-exceed \$1,506,161.13, to be funded with Transportation Development Act Local Transportation Funds and Measure I Funds, for a five-year term through June 30, 2029.

**Presenter: Nancy Strickert**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on April 11, 2024 SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft contract.**

**21. Operators Transportation Development Act Triennial Performance Audits for Fiscal Years 2020/2021 - 2022/2023** Pg. 384

Receive the Transportation Development Act Triennial Performance Audit Reports for Fiscal Years 2020/2021–2022/2023 for the Mountain Area Regional Transit Authority, Morongo Basin Transit Authority, City of Needles - Needles Area Transit, Omnitrans, and Victor Valley Transit Authority.

**Presenter: Nancy Strickert**

**This item was received by the Transit Committee on April 11, 2024**

**22. San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2023/2024 Second Quarter** Pg. 388

Receive and file the Second Quarter San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2023/2024.

**Presenter: Nancy Strickert**

**This item was received by the Transit Committee on April 11, 2024.**



**23. Amendment No. 2 to Agreement No. 15-1001265 with Omnitrans for Vanpool Program Sub-Recipient Agreement** Pg. 419

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

Approve Amendment No. 2 to Agreement No. 15-1001265, a sub-recipient funding agreement between SBCTA and Omnitrans, adding an additional \$2,033,064 in Omnitrans' Fiscal Year 2025 §5307 grant application to the Federal Transit Administration for SBCTA's Vanpool Subsidy Program.

**Presenter: Nicole Soto**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on April 11, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft amendment.**

**Consent - Council of Governments**

**24. Status of the Outdoor Equity Grant Program** Pg. 425

Receive a report on the status of the Outdoor Equity Grant Program.

**Presenter: Monique Reza-Arellano**

**This item was received by the General Policy Committee on April 10, 2024.**

**Consent - Transportation Programming and Fund Administration**

**25. Allocation of Transportation Development Act Funds for Fiscal Year 2024/2025** Pg. 427

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

Adopt Resolution No. 24-014 authorizing the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2024/2025 and the transmittal of allocation instructions to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector.

**Presenter: Brianna Martinez**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on April 11, 2024. SBCTA General Counsel has reviewed this item and the draft Resolution.**

**26. San Bernardino County Transportation Authority Transportation Development Act Triennial Performance Audit for Fiscal Years 2020/2021 - 2022/2023** Pg. 432

Receive the Transportation Development Act Triennial Performance Audit Report for Fiscal Years 2020/2021 through 2022/2023 for the San Bernardino County Transportation Authority. **Presenter: Brianna Martinez**

**This item was received by the Transit Committee on April 11, 2024.**

**Consent - Legislative/Public Outreach**

**27. State Legislative Update** Pg. 472

Receive and file the April 2024 State Legislative Update.

**Presenter: Otis Greer**

**This item was received by the Legislative Policy Committee on April 10, 2024.**

**28. Federal Legislative Update** Pg. 524

Receive and file the April 2024 Federal Legislative Update.

**Presenter: Otis Greer**

**This item was received by the Legislative Policy Committee on April 10, 2024.**

**29. Bill Position Recommendations**

Pg. 526

Receive and file report of action taken by the Legislative Policy Committee on April 10, 2024. **Presenter: Otis Greer**

**This item was reviewed and unanimously recommended for approval by the Legislative Policy Committee on April 10, 2024. SBCTA General Counsel has reviewed this item.**

**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 - Air Quality/Traveler Services**

**30. Update on the Freeway Service Patrol Program and 2023 Freeway Service Patrol Driver Recognition Awards** Pg. 545

Receive information pertaining to the Freeway Service Patrol (FSP) Program in San Bernardino County and acknowledge the 2023 FSP Driver Awards.

**Presenter: Kelly Lynn**

**This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board to acknowledge the FSP Drivers for their 2023 FSP Drivers Awards.**

**Discussion - Administrative Matters**

**31. Award Contract No. 24-1003046 - U.S. Bank Global Corporate Trust** Pg. 548

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

A. Authorize the Executive Director, or his designee, to finalize and execute Contract No. 24-1003046 with U.S. Bank Global Corporate Trust for Trustee Services for a not-to-exceed amount of \$45,000, to be funded with Debt Service Funds and Toll Funds, for a five-year term through June 30, 2029, subject to approval as to form by SBCTA General Counsel.

B. Approve U.S. Bank Global Corporate Trust to self-insure all of the insurance requirements in this contract.

**Presenter: Lisa Lazzar**

**This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel, Enterprise Risk Manager, and Procurement Manager have reviewed this item and the draft contract. This item is going directly to the board as the insurance requirements in the agreement require board approval and the timing of the negotiations with the vendor did not allow time to take to the committee.**

**32. Revise Vendor Protest Policy No. 11007** Pg. 572

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

Approve revisions to SBCTA Policy No. 11007 - Vendor Protest Policy.

**Presenter: Hilda Flores**

**This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel and Procurement Manager have reviewed this item and the revised policy. This item is being presented directly to the Board without prior committee review to ensure that we revise conflicting information between our IFB template and Vendor Protest Policy No.11007 before additional IFB's are released.**

## Discussion - Transit

### 33. Use of Upland Surplus Properties Sale Proceeds Update

Pg. 583

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

A. ~~Consider options for allocation of the \$1,595,305.10 revenue from the sale of the properties located at 201-299 East Stowell Street, Assessor's Parcel Number (APN) 1046-605-01; and 120 South Euclid Avenue, APN 1046-605-02 and APN 1046-605-03, in the City of Upland across from the Upland Metrolink Station (Upland Surplus Properties) and choose an option.~~

**Direct staff to hold the approximately \$1.6 million in proceeds from the sale of the Upland Surplus Properties for the City of Upland (City) project for parking improvements at the Upland Metrolink Station for six months.**

B. ~~Direct staff to effect the chosen option for allocation of said revenue.~~

**Direct staff to report back to the Board, after six months, the City's plan for the allocation of the sale proceeds, at which time the Board will re-evaluate the allocation of the sale proceeds.**

**Presenter: Ryan Aschenbrenner**

**This item was reviewed and recommended for approval (8-3-0; Opposed: Navarro, McCallon, Wapner) by the Transit Committee on April 11, 2024. SBCTA Procurement Manager and Enterprise Risk Manager have reviewed this item.**

## Discussion - Council of Governments

### 34. Update on Amendment No. 4 to Joint Powers Authority Agreement and Establish Ad Hoc

Pg. 589

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

A. Receive a report on the status of Amendment No. 4 Joint Powers Authority Agreement and the outlook for implementation.

B. Eliminate the current Council of Governments Ad Hoc Committee, which has a termination date of June 30, 2024, and which was tasked with providing guidance and funding options for the SBCOG.

C. Approve the establishment of an Ad Hoc Committee of the SBCOG Board to review and update SBCOG Bylaws and policies. The committee shall be representative of the County, to include 2 West Valley representatives, 2 East Valley representatives, 1 High Desert representative, 1 Morongo Basin representative, 1 Mountain representative, and 1 San Bernardino County Supervisor, with a term through June 30, 2025.

**Presenter: Monique Reza-Arellano**

**This item has not received prior policy or technical advisory committee review. At the May Board of Directors meeting, the Board requested an update on Amendment No. 4 Joint Powers Authority Agreement.**

### 35. Homeless Programs Presentation by the San Bernardino County Sheriff's Department

Pg. 608

Receive a presentation from the San Bernardino County Sheriff's Department on homeless outreach efforts and programs.

**Presenter: Monique Reza-Arellano**

**This item has not received prior policy committee or technical advisory committee review. The San Bernardino County Transportation Authority Board of Directors requested a presentation from the County of San Bernardino.**

**36. SBCOG Participation in Energy Efficiency Programs for Residential and Commercial Buildings** Pg. 612

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

Authorize SBCOG staff to engage in energy efficiency programs for residential and commercial buildings within the following guidelines:

- SBCOG may participate in programs that are focused on direct grant and incentive funding to building owners and do not involve SBCOG hiring and/or managing contractors;
- SBCOG will not recommend contractors; selection of contractors is wholly the owner's decision;
- The hiring or identification of properly licensed, bonded, and insured contractors would be the responsibility of building owners or other non-SBCOG entities with which SBCOG may be collaborating and are prerequisites to an owner's receipt of funding assistance;
- SBCOG will not be involved in any capacity with loans for energy efficiency programs for privately-owned buildings;
- Staff is authorized to seek grant funding for energy efficiency programs that enable SBCOG to operate within these parameters and to ensure compliance with the requirements of the grant program by those who receive such funding through SBCOG; and
- SBCOG may also collaborate on promoting programs that are run by other entities as long as these parameters are adhered to by SBCOG. These parameters do not apply to SBCOG involvement in energy efficiency programs for buildings owned by public agencies in San Bernardino County.

**Presenter: Steve Smith**

**This item has not received prior policy committee or technical advisory committee review. The Board's COG Ad Hoc Committee provided input to this item at its April 11, 2024 meeting, as a follow-up to the April 3, 2024 Board meeting on the EBDC program. SBCTA's Enterprise Risk Manager has reviewed this item.**

**Discussion - Administrative Matters**

**37. Fiscal Year 2024/2025 Proposed SBCTA and SBCOG Budget Workshop and Adoption of SBCOG Budget** Pg. 626

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

- A. Receive the Fiscal Year 2024/2025 Budget Action Plan; and
- B. Receive a presentation of the Proposed Fiscal Year 2024/2025 Budget; and
- C. Conduct a Board of Directors Workshop for SBCTA's Proposed Fiscal Year 2024/2025 Budget.

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

- D. Adopt the SBCOG Fiscal Year 2024/2025 Budget with appropriations of \$5,617,687, transfers out of \$781,437 and estimated revenues of \$12,651,925.

*The Proposed Fiscal Year 2024/2025 Annual Budget is being provided as a separate attachment.*

**Presenter: Hilda Flores**

**The Budget Overview for each program was reviewed during the Metro Valley Study Session on February 15, 2024, and the Mountain/Desert Policy Committee on February 16, 2024. All SBCTA policy committees have reviewed task descriptions and budget for activities under their purview. The Budget Action Plan was received by the General Policy Committee on April 10, 2024.**

## **Comments from Board Members**

Brief Comments from Board Members

## **Executive Director's Comments**

Brief Comments from the Executive Director

## **ADJOURNMENT**

### **Additional Information**

Attendance

Pg. 642

Acronym List

Pg. 644

### **Agency Reports**

Mobile Source Air Pollution Reduction Review Committee Agency Report

Pg. 646

### **Committee Membership**

Representatives on SCAG Committees

Pg. 648

Appointments to External Agencies

Pg. 649

Committee Membership

Pg. 651

### **Mission Statement**

Mission Statement

Pg. 657

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

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

**Agenda Actions** – Items listed on both the “Consent Calendar” and “Discussion” contain recommended actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken 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 35 copies to the Clerk of the Board for distribution. If providing written information for distribution to the

Board, such information must be emailed to the Clerk of the Board, at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com), no later than 5:00 pm the day before the meeting in order to allow sufficient time to distribute the information. 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...

## May 2024

**SBCTA Meetings – Cancelled:** Mountain/Desert Committee

**SBCTA Meetings – Scheduled:**

General Policy Committee	May 8	9:00 am	SBCTA Lobby, 1st Floor
Legislative Policy Committee	May 8	Immediately following GPC	SBCTA Lobby, 1st Floor
Transit Committee	May 9	9:00 am	SBCTA Lobby, 1st Floor
Metro Valley Study Session	May 9	Immediately following TC	SBCTA Lobby, 1st Floor
Mountain/Desert Committee	CANCELLED	---	Mojave Desert AQMD

**Other Meetings/Events:**

None			
------	--	--	--

**SBCTA Offices will be CLOSED:**

- **May 27th, Memorial Day**

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

Communication: Calendar of Events (Announcements)

## *Minute Action*

AGENDA ITEM: 1

**Date:** May 1, 2024

**Subject:**

Information Relative to Possible Conflict of Interest

**Recommendation:**

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

**Background:**

In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
9	23-1002957	Alliant Insurance Services, Inc. <i>Courtney Ramirez, Senior Vice President</i>	Kroll, LLC
10	Purchase Orders	Hewlett Packard Enterprise Company	None
12	23-1002945	Pepe's Inc., DBA Pepe's Towing Service <i>Jose Acosta, President</i> <i>Manuel Acosta, Vice President</i>	None
	23-1002946	Pepe's Inc., DBA Pepe's Towing Service <i>Jose Acosta, President</i> <i>Manuel Acosta, Vice President</i>	None
13	22-1002736-02	Royal Coaches Auto Body & Towing <i>William Salazar, President</i>	None
	20-1002323-05	Carpe Carma LLC, DBA Pomona Valley Towing <i>Marc A. Weiss, Member</i> <i>Edward Carpinelli, Member</i>	None
14	15-1001297-05	City of Montclair	None
	16-1001474-03	Gibbs Giden Locher Turner Senet & Wittbrodt, LLP <i>Ted Senet</i>	None
15	24-1003069	WSP USA, Inc. <i>Ali Mir, Business Line Leader</i>	None

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

## Board of Directors Agenda Item

May 1, 2024

Page 2

16	Reimbursement	Los Angeles County Metropolitan Transportation Authority	None
17	21-1002452-02	HNTB Corporation <i>Kevin A. Haboian</i>	None
18	23-1002904	Mott MacDonald Group, Inc. <i>Ernest Figueroa</i>	DB E.C.O. North America Inc. Engineering Solutions Services Group Delta Consultants, Inc. Gruen Associates HDR Engineering, Inc. Huit-Zollars, Inc. IBI Group Jacobs Engineering Group, Inc. Monument ROW, Inc. Pacific Railway Enterprises, Inc. Zephyr Rail
	22-1002744	WSP USA, Inc. <i>Ali Mir</i>	CR Associates Kal Krishnan Consulting Services, Inc. Lynn Capouya, Inc. LSA Monument ROW, Inc. Pacific Railway Enterprises RSE Corp Twining, Inc. Virginkar & Associates, Inc.
19	18-1001924-03	Epic Land Solutions, Inc. <i>Karen Starr</i>	Colliers International David Evans & Associates Psomas Santolucito Dore Group Donna Desmond Associates Desmond, Marcello & Amster Partner Engineering

19 cont.			and Science, Inc. J&G Industries
	19-1002007-03	Bender Rosenthal, Inc. <i>David Wraa</i>	Nv5-Butsko Utility Design Commonwealth Land Title Company David Evans & Associates Donna Desmond Associates Hendrickson Appraisal Company Rincon Consultants Santolucito Dore Group Hjelmstrom and Associates
	19-1002008-03	Overland, Pacific & Cutler, LLC <i>Brian Everett</i>	Santolucito Dore Group Hennessey & Hennessey LLC Integra Realty Resource R.P. Laurain & Associates Desmond, Marcello & Amster, LLC Donna Desmond Associates Hodges Lacey & Associates Coast Surveying, Inc Psomas Commonwealth Land Company Interior Demolition Inc. Converse Consultants JM Diaz, Inc. JMD
19-1002009-03	Paragon Partners Consultants, Inc. <i>Neilia LaValle</i>	BRI Appraisal Commonwealth Land Title Company Del Richardson & Associates, Inc.	

20	24-1003023	AMMA Transit Planning, Inc. <i>Heather Menninger Visscher</i> <i>Dennis Brooks</i>	None
23	15-1001265-02	Omnitrans	None
25	Allocation	San Bernardino County	None
31	24-1003046	U.S. Bank Global Corporate Trust <i>Ilse Vlach, Vice President,</i> <i>Relationship Manager</i>	None

**Item No. 33 – Use of Upland Surplus Properties Sale Proceeds Update**

APN#	Property Owners
APN 1046-605-01	Stowell Villas LP
APN 1046-605-02	Euclid Housing LP
APN 1046-605-03	Euclid Housing LP

**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: May 1, 2024

Witnessed By:

## *Minute Action*

AGENDA ITEM: 2

***Date:*** May 1, 2024

***Subject:***

March 2024 Procurement Report

***Recommendation:***

Receive the March 2024 Procurement Report.

***Background:***

The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on January 4, 2023. The Board of Directors authorized the Executive Director, or his designee, to approve: a) contracts and purchase orders up to \$100,000; b) Contract Task Orders (CTO) up to \$500,000 and for CTOs originally \$500,000 or more, increasing the CTO amount up to \$250,000; c) amendments with a zero dollar value; d) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; e) amendments that cumulatively do-not-exceed 50% of the original contract or purchase order value or \$100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by the Board of Directors; and g) release Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation for Bids (IFB) for proposed contracts from which funding has been approved and the solicitation has been listed in the Annual Budget, and are estimated not-to-exceed \$1,000,000.

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

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

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

- Three new contracts were executed.
- One contract amendment was executed.
- 14 CTO's were executed.
- One CTO amendment was executed.
- Two contingency amendments were executed.
- Six purchase orders were executed.
- One purchase order amendment was executed.
- No IFB/RFP's were released.

Below is a summary of the actions taken by CityCom:

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

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

Board of Directors Agenda Item  
May 1, 2024  
Page 2

A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director, and/or General Counsel during the month of March 2024 are presented herein as Attachment A, all RFPs and IFBs are presented in Attachment B, and all CityCom’s contracts and purchase orders are presented in Attachment C.

**Financial Impact:**

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

**Reviewed By:**

This item was received by the General Policy Committee on April 10, 2024.

**Responsible Staff:**

Shaneka Morris, Procurement Manager

---

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority



**Attachment A - 1**  
**March 2024 Contract/Amendment/CTO Actions**

Type	Contract Number	Amendment/CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-Call Contract Amount*
New Agreement	23-1003013		G/M Business Interiors	SBCTA New Furniture Installation & Reconfiguration of Existing Furniture	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	N/A
New Agreement	24-1003123		Omnitrans	Funding agreement to reimburse for Federal Advocacy Services related to public transit	\$ 66,000.00	\$ -	\$ -	\$ 66,000.00	N/A
New Agreement	24-1003124		Omnitrans	Funding agreement to reimburse for state Advocacy Services related to public transit	\$ 44,000.00	\$ -	\$ -	\$ 44,000.00	N/A
Contract Amendment	19-1002091	2	Royal Coaches Auto Body & Towing	To increase the contract amount for Freeway Service Patrol Beat 23 construction support along the Interstate 15 Express Lanes Project	\$ 1,570,683.00	\$ -	\$ 22,000.00	\$ 1,592,683.00	N/A
CTO	20-1002377	CTO No. 11	VCS Environmental	Interstate 10 Eastbound Truck Climbing Lane On-Call Environmental Services for Bat Eviction, Exclusion, and Monitoring	\$ 14,500.00	\$ -	\$ -	\$ 14,500.00	\$3,000,000.00 (available \$2,347,330.06)
CTO	22-1002707	CTO No. 10	TRC Engineers, Inc	Construction Claim and Litigation Support for the Monte Vista Avenue Grade Separation Project	\$ 28,731.16	\$ -	\$ -	\$ 28,731.16	\$5,000,000.00 (available \$4,679,146.48)
CTO	19-1002009	CTO No. 9	Paragon Partners Consultants, Inc.	On-Call Appraisal & Title Services to support non-capital project Right-of-Way programs and tasks	\$ 38,200.00	\$ -	\$ -	\$ 38,200.00	\$7,500,000.00 (available \$740,626.53)
CTO	23-1002995	CTO No. 5	Costin Public Outreach Group, Inc.	Public Outreach Support for Interstate 10 Express Lanes Project Contract - Phase 1	\$ 350,000.00	\$ -	\$ -	\$ 350,000.00	\$5,000,000.00 (available \$4,170,000.00)
CTO	23-1002995	CTO No. 6	Costin Public Outreach Group, Inc.	Marketing support for service derived from Interstate 10 Express Lanes Project – Phase I	\$ 410,000.00	\$ -	\$ -	\$ 410,000.00	\$5,000,000.00 (available \$3,760,000.00)
CTO	23-1002995	CTO No. 7	Costin Public Outreach Group, Inc.	Public outreach support to set up communication channels associated with the Interstate 15 Express Lanes Project	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	\$5,000,000.00 (available \$3,510,000.00)
CTO	23-100995	CTO No. 8	Costin Public Outreach Group, Inc.	Public outreach support for construction activities associated with Interstate 10 Cedar Avenue Interchange	\$ 55,060.00	\$ -	\$ -	\$ 55,060.00	\$5,000,000.00 (available \$3,454,940.00)
CTO	23-1002995	CTO No. 9	Costin Public Outreach Group, Inc.	Public outreach support for construction activities associated with Mt. Vernon Avenue Bridge (Viaduct)	\$ 184,000.00	\$ -	\$ -	\$ 184,000.00	\$5,000,000.00 (available \$3,270,940.00)
CTO	23-1002995	CTO No. 10	Costin Public Outreach Group, Inc.	Public outreach support for construction activities associated with Interstate 10 Truck Climbing Lane	\$ 54,940.00	\$ -	\$ -	\$ 54,940.00	\$5,000,000.00 (available \$3,216,000.00)

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

Attachment: March Procurement Report - PDF (10558 : March 2024 Procurement Report)

**Attachment A - 1**  
**March 2024 Contract/Amendment/CTO Actions**

Type	Contract Number	Amendment/CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-Call Contract Amount*
CTO	23-1002995	CTO No. 11	Costin Public Outreach Group, Inc.	Public outreach support for construction activities associated with the North First Avenue Bridge Project	\$ 69,930.00	\$ -	\$ -	\$ 69,930.00	\$5,000,000.00 (available \$2,769,450.00)
CTO	23-1002995	CTO No. 12	Costin Public Outreach Group, Inc.	Project outreach support for the Interstate 215 University Pkwy Interchange Project (Diverging Diamond Interchange)	\$ 95,030.00	\$ -	\$ -	\$ 95,030.00	\$5,000,000.00 (available \$2,674,420.00)
CTO	23-1002995	CTO No. 20	Costin Public Outreach Group, Inc.	Public outreach support for the construction of West Valley Connector Project	\$ 210,660.00	\$ -	\$ -	\$ 210,660.00	\$5,000,000.00 (available \$3,005,340.00)
CTO	23-1002995	CTO No. 21	Costin Public Outreach Group, Inc.	Public outreach support for the ZEMU Implementation Project	\$ 165,960.00	\$ -	\$ -	\$ 165,960.00	\$5,000,000.00 (available \$2,839,380.00)
CTO	22-1002707	CTO No. 9	TRC Engineers, Inc.	Construction Management Services for Interstate 10 Alabama to Establish Existing Planting Project	\$ 292,122.36	\$ -	\$ -	\$ 292,122.36	\$5,000,000.00 (available \$4,679,146.48)
CTO Amendment	19-1002189	CTO No. 21.1	Dudek	To increase the amount of On-Call Sustainability Grant Writing	\$ 100,000.00	\$ -	\$ 147,000.00	\$ 247,000.00	\$6,460,390.00 (available \$10,372.03)

Attachment: March Procurement Report - PDF (10558 : March 2024 Procurement Report)

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

**Attachment A - 2**  
**March 2024 Contingency Released Actions**

<b>Contract No. &amp; Contingency No.</b>	<b>Reason for Contingency Amendment (Include a Description of the Contingency Amendment)</b>	<b>Vendor Name</b>	<b>Original Contract Amount</b>	<b>Prior Amendments</b>	<b>Prior Contingencies</b>	<b>Current Contingencies</b>	<b>Amended Contract Amount</b>
19-1002005 No. 2B	Additional scope for Interstate 215 Bi-County/Segment Landscape Project - Environmental, Design, and Right-of-Way Services	EXP U.S. Services, Inc.	\$ 1,155,065.42	\$ 885,686.65	\$ 50,171.45	\$ 53,456.00	\$ 2,144,379.52
21-1002452 No. 1C	To continue ONT Connector Project - Footprint Analysis in Support of Environmental Clearance through February 2024	HNTB Corporation	\$ 26,940,428.00	\$ 1,100,000.00	\$ 166,070.00	\$ 741,441.00	\$ 28,947,939.00

Attachment: March Procurement Report - PDF (10558 : March 2024 Procurement Report)

Attachment A - 3

March 2024 Purchase Order and Purchase Order Amendment Actions

Type	PO No.	PO Posting Date	Vendor Name	Description of Services	Original Purchase Order Amount	Prior Amendments	Current Amendment	Total Purchase Order Amount
PO Amendment	4002419	11/13/23	CDW Government, LLC	Adobe Acrobat Pro Creative Cloud	\$ 13,169.87	\$ -	\$ 61.98	\$ 13,231.85
New PO	4002440	3/1/24	Environmental Systems Research	ARCGIS Online Credits	\$ 4,200.00	\$ -	\$ -	\$ 4,200.00
New PO	4002441	3/7/24	ADA Compliance Group, LLC	Exterior and Interior Accessibility Compliance Inspection	\$ 1,750.00	\$ -	\$ -	\$ 1,750.00
New PO	4002442	3/8/24	CDW Government, LLC	Visio Licenses	\$ 795.20	\$ -	\$ -	\$ 795.20
New PO	4002443	3/18/24	Autonation Toyota Buena Park	New Agency Pool Vehicle Purchase	\$ 50,779.90	\$ -	\$ -	\$ 50,779.90
New PO	4002444	3/18/24	CDW Government, LLC	MS Office 365 G3 Step-Up, Final Annual	\$ 15,488.55	\$ -	\$ -	\$ 15,488.55
New PO	4002454	3/28/24	Faust Media Services, LLC	FSP TIP Envelopes 20,000 Count	\$ 2,401.54	\$ -	\$ -	\$ 2,401.54

Attachment: March Procurement Report - PDF (10558 : March 2024 Procurement Report)

**Attachment B**  
**March 2024 RFP's, RFQ's and IFB's**

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

**Attachment C**

**March 2024 CityCom's Issued Purchase Orders/Contracts**

<b>PO/Contract No.</b>	<b>Vendor Name</b>	<b>Description of Services</b>	<b>Total Amount</b>
SBCTA49612	Schindler Elevator Corporation	Replace Damaged Elevator Phone	\$ 3,943.65
SBCTA49757	Weatherite Corp.	Annual Boiler Maintenance	\$ 3,596.19

**Minute Action**

AGENDA ITEM: 3

**Date:** May 1, 2024

**Subject:**

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

**Recommendation:**

Receive and file Change Order Report.

**Background:**

The San Bernardino County Transportation Authority has three ongoing construction contracts and one vehicle procurement contract related to Transit and Rail Programs.

A. Contract No. 23-1002891 with Griffith Company for the West Valley Connector Project (WVC) Mainline Construction has had no CCOs executed since the last report.

B. Contract No. 23-1002961 with Proterra Builders, Inc. for the Arrow Maintenance Facility (AMF) Hydrogen Fuel Upgrade: Equipment Procurement has had no CCOs executed since the last report.

C. Contract No. 23-1002922 with Metro Builders & Engineers Group, Ltd. for the AMF Hydrogen Fuel Upgrade: AMF Retrofit has had no CCOs executed since the last report.

D. Contract No. 20-1002310 with Stadler US for Zero Emission Multiple Unit (ZEMU) Rail Vehicle Procurement has had no CCOs executed since the last report.

**Financial Impact:**

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

**Reviewed By:**

This item was received by the Transit Committee on April 11, 2024.

**Responsible Staff:**

Victor Lopez, Director of Transit & Rail Programs

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

Entity: San Bernardino County Transportation Authority

<b>Transit and Rail Programs Contracts Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
<b>West Valley Connector Mainline Construction Griffith Company (23-1002891)</b>		
	CCO Total	\$0.00
	Approved Contingency	\$11,995,991.00
	Remaining Contingency	\$11,995,991.00
<b>ZEMU - Arrow Maintenance Facility (AMF) Proterra Builders, Inc. (23-1002961)</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
	CCO Total	\$0.00
	Approved Contingency	\$56,280.21
	Remaining Contingency	\$56,280.21
<b>ZEMU - Arrow Maintenance Facility (AMF) Metro Builders &amp; Engineers Group, Ltd. (23-1002922)</b>		
	<b>Description</b>	<b>Amount</b>
	CCO Total	\$0.00
	Approved Contingency	\$962,657.10
	Remaining Contingency	\$962,657.10
<b>ZEMU- Vehicle Procurement Stadler (20-1002310)</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
	CCO Total	\$48,942.00
	Approved Contingency	\$500,000.00
	Remaining Contingency	\$451,058.00

Attachment: Print\_Contract Change Order 10170 March 2024 Receive and File Report (10561 : Transit and Rail Programs Contract Change



## *Minute Action*

AGENDA ITEM: 4

**Date:** *May 1, 2024*

**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 12 on-going construction contracts, of which six have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on March 14, 2024. The CCOs are listed below:

A. Contract No. 19-1002181 with Granite Construction Company, for the Archibald Avenue Improvement 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 3.1: Maintain traffic pavement rehabilitation. (\$50,000)
- 2) CCO 4.2: De-obligation of funds for partnering. (-\$8,235.46)
- 3) CCO 5.2: De-obligation of funds for dispute resolution board. (-\$19,700)
- 4) CCO 7.1: De-obligation of funds from storm water best management practice maintenance. (-\$82,293.80)
- 5) CCO 10.3: Change to environmental permit amendments. (\$41,905.99)
- 6) CCO 29.2: De-obligation of funds from oil price fluctuation adjustment. (-\$198,490.38)
- 7) CCO 60.3: Additional hydro-seeding at Sand Creek Bridge. (\$1,185.60)
- 8) CCO 89.1: Additional funds for modifications to Drainage System 11. (1,856.72)

C. Contract No. 19-1002196 with Security Paving Company, Inc., for the SR 60 Central Avenue Interchange Project: There are no newly executed CCOs since last report.

D. Contract No. 19-1002026 with Diversified Landscape Company, for the Interstate 215 (I-215) Segments 1, 2 and 3 Establish Existing Planting Project:

- 1) CCO 2.1: Repair damage by traveling public. (\$50,000)

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

- 1) CCO 130: Temporary construction easement and restoration improvements. (\$23,169.81)

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item

May 1, 2024

Page 2

F. Contract 23-1002869 with SEMA Construction, Inc., for I-10 Eastbound Truck Climbing Lane:

1) CCO 1: Temporary and permanent black contrast striping. (\$146,043.32)

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

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

I. Contract No. 20-1002290 with SEMA Construction, Inc., for the I-10 University Street Interchange Improvements Project:

1) CCO 2.2: De-obligation of funds for traffic control. (-\$3,952.51)

2) CCO 5.1: De-obligation of funds for resolution advisor. (-\$2,800)

3) CCO 6.4: De-obligation of funds for replacement of pavement structure section. (-\$495.61)

4) CCO 7.2: De-obligation of funds for on-ramp revisions. (-\$14,910.16)

5) CCO 14.1: De-obligation of funds for existing irrigation. (-\$205.55)

6) CCO 18.1: De-obligation of funds for remote control valve. (-\$395.70)

7) CCO 19.1: De-obligation of funds for sewer line repair. (-\$2,728.49)

8) CCO 21.1: De-obligation of funds for stockpile relocation. (-\$3,830.55)

9) CCO 22.1: De-obligation of funds for push button pole installation. (-\$5,859.06)

10) CCO 23.2: De-obligation of funds for electrical line repair. (-\$868.18)

11) CCO 24.1: De-obligation of funds for additional irrigation wiring. (-\$5,791.04)

12) CCO 26.1: De-obligation of funds for replacement of California Department of Transportation equipment. (-\$1,699.22)

13) CCO 29.1: De-obligation of funds for grading of sloped areas. (-\$1,074)

14) CCO 30.1: De-obligation of funds for relocation of data node cabinet. (-\$4,413.45)

15) CCO 31.1: De-obligation of funds for bike friendly grates. (-\$1,000.34)

16) CCO 34.1: De-obligation of funds for striping of type V arrow. (-\$1,488.73)

17) CCO 37.1: De-obligation of funds for additional signage. (-\$3,322.03)

18) CCO 38.1: De-obligation of funds for push button extenders. (-\$834.42)

19) CCO: 40: Quantity overruns and underruns. (-\$28,312.91)

Board of Directors Agenda Item  
May 1, 2024  
Page 3

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

K. Contract No. 22-1002784 with Security Paving Company, Inc., for the I-10 Cedar Avenue Improvement Project: There are no newly executed CCOs since last report.

L. Contract No. 22-1002780 with Skanska USA Civil West California District, Inc., for the North 1<sup>st</sup> Avenue Bridge Over BNSF Project:

- 1) CCO 19: Alternative in-line terminal system. (\$0)

***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. 0823 I-10 Corridor Contract 1, Sub-Task No. 0899 I-10 University, Sub-Task No. 0854 I-10 Eastbound Truck Climbing Lane, Sub-Task No. 0838 I-215 Landscaping Segment 1, 2, and 3, and Sub-Task No. 0813 North 1st Avenue Bridge over BNSF.

***Reviewed By:***

This item was received by the Board of Directors Metro Valley Study Session on April 11, 2024.

***Responsible Staff:***

Kristi Harris, Director of Project Delivery

---

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

<b>Project Delivery Contracts Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
Archibald Avenue Improvement 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)		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
3.1	Maintain traffic pavement rehabilitation.	\$50,000.00
4.2	De-obligation of funds for partnering.	(\$8,235.46)
5.2	De-obligation of funds for dispute resolution board.	(\$19,700.00)
7.1	De-obligation of funds from storm water best management practice maintenance.	(\$82,293.80)
10.3	Change to environmental permit amendments.	\$41,905.99
29.2	De-obligation of funds from oil price fluctuation adjustment.	(\$198,490.38)
60.3	Additional hydro-seeding at Sand Creek Bridge.	\$1,185.60
89.1	Additional funds for modifications to Drainage System 11.	\$1,856.72
	CCO Total	\$27,455,299.02
	Approved Contingency	\$34,927,790.07
	Remaining Contingency	\$7,472,491.05
SR 60 Central Avenue Interchange (19-1002196)		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
	CCO Total	\$1,407,424.91
	Approved Contingency	\$2,912,039.00
	Remaining Contingency	\$1,504,614.09
I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
2.1	Repair damage by traveling public.	\$50,000.00
	CCO Total	\$70,000.00
	Approved Contingency	\$1,451,300.00
	Remaining Contingency	\$1,381,300.00
I-10 Corridor Contract 1 (17-1001599)		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
130	Temporary construction easement and restoration improvements.	\$23,169.81
	CCO Total	\$24,914,360.39
	Approved Contingency	\$51,369,000.00
	Remaining Contingency	\$26,454,639.61

<b>Project Delivery Contracts Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
I-10 Eastbound Truck Climbing Lane (23-1002869)		
Number	Description	Amount
1	Temporary and permanent black contrast striping.	\$146,043.32
	CCO Total	\$146,043.32
	Approved Contingency	\$3,731,253.00
	Remaining Contingency	\$3,585,209.68
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	\$5,191,396.71
	Approved Contingency	\$17,230,000.00
	Remaining Contingency	\$12,038,603.29
I-10 University Street Interchange Improvements (20-1002290)		
Number	Description	Amount
2.2	De-obligation of funds for traffic control.	(\$3,952.51)
5.1	De-obligation of funds for resolution advisor.	(\$2,800.00)
6.4	De-obligation of funds for replacement of pavement structure section.	(\$495.61)
7.2	De-obligation of funds for on-ramp revisions.	(\$14,910.16)
14.1	De-obligation of funds for existing irrigation.	(\$205.55)
18.1	De-obligation of funds for remote control valve.	(\$395.70)
19.1	De-obligation of funds for sewer line repair.	(\$2,728.49)
21.1	De-obligation of funds stockpile relocation.	(\$3,830.55)
22.1	De-obligation of funds for push button pole installation.	(\$5,859.06)
23.2	De-obligation of funds for electrical line repair.	(\$868.18)
24.1	De-obligation of funds for additional irrigation wiring.	(\$5,791.04)
26.1	De-obligation of funds for replacement of Caltrans equipment.	(\$1,699.22)
29.1	De-obligation of funds for grading of sloped areas.	(\$1,074.00)
30.1	De-obligation of funds for relocation of data node cabinet.	(\$4,413.45)
31.1	De-obligation of funds for bike friendly grates.	(\$1,000.34)
34.1	De-obligation of funds for striping of type V arrow.	(\$1,488.73)
37.1	De-obligation of funds for additional signage.	(\$3,322.03)
38.1	De-obligation of funds for push button extenders.	(\$834.42)
40	Quantity overruns and underruns.	(\$28,312.91)
	CCO Total	\$1,204,007.01
	Approved Contingency	\$1,500,590.00
	Remaining Contingency	\$296,582.99

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
I-10 Alabama Street Interchange Improvements (21-1002620)		
Number	Description	Amount
	CCO Total	\$963,501.62
	Approved Contingency	\$1,338,886.33
	Remaining Contingency	\$375,384.71
I-10 Cedar Avenue Improvement (22-1002784)		
Number	Description	Amount
	CCO Total	\$1,190,919.03
	Approved Contingency	\$8,098,400.00
	Remaining Contingency	\$6,907,480.97
North 1st Avenue Bridge Over BNSF (22-1002780)		
Number	Description	Amount
19	Alternative in-line terminal system.	\$0.00
	CCO Total	\$893,788.36
	Approved Contingency	\$3,561,922.00
	Remaining Contingency	\$2,668,133.64

Attachment: MVSS CCO Log Project Delivery Projects (10538 : Project Delivery Contract Change Orders to On-Going Contracts)

## *Minute Action*

AGENDA ITEM: 5

***Date:*** May 1, 2024

***Subject:***

Board Presidential Appointments & Upcoming SCAG Vacancy

***Recommendation:***

A. Note the presidential appointment for Council Member Bobby Duncan, City of Yucaipa, to serve on the San Bernardino County Transportation Authority Transit Committee for a term through December 31, 2025.

B. Note the presidential appointment for Council Member Bobby Duncan, City of Yucaipa, and Supervisor Jesse Armendarez to serve on the Transportation Investment Plan Ad Hoc Committee.

C. Note the upcoming vacancy for one member to serve on the Southern California Association of Governments (SCAG) Community, Economic, and Human Development Policy Committee for a term expiring December 31, 2025.

***Background:***

**Recommendation A:** This recommendation is to apprise the Board of the presidential appointment made for Council Member Bobby Duncan, City of Yucaipa, to serve on the San Bernardino County Transportation Authority (SBCTA) Transit Committee for a term ending December 31, 2025. The Transit Committee provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority delegates with respect to commuter rail and transit service. SBCTA Policy No. 10001 authorizes the SBCTA President to make Presidential appointments.

**Recommendation B:** This recommendation is to apprise the Board of the presidential appointment made for Council Member Bobby Duncan, City of Yucaipa, and County Supervisor Jesse Armendarez, to serve on the SBCTA Transportation Investment Plan Ad Hoc Committee. This committee looks broadly at future Measure options and makes recommendations to the Board relating to any future local measure. The ad hoc has a term ending of December 31, 2024.

**Recommendation C:** This recommendation is to announce the upcoming vacancy for a Board member to serve on the Southern California Association of Governments (SCAG) Community, Economic, and Human Development Policy Committee. Board policy states that appointees to SCAG Committees must be Board Members; however, should there not be a Primary Board Member able to serve then an Alternate Board Member may be appointed. Per Policy No. 10001, the SBCTA President is authorized to make appointments to SCAG Committees. SCAG Committees meet the first Thursday of each month. Subregional appointees receive a stipend of \$120 for up to four Policy or Task Force meetings per month paid by SCAG. Terms of appointment expire December 31 of odd-numbered years.

***Financial Impact:***

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

***Reviewed By:***

This item is informational only. Per SBCTA Policy No. 10001, all opportunities for appointment shall be noticed in the agenda prior to the Presidential appointment. All Presidential appointments shall be announced at the Board of Directors meeting immediately following the

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

Board of Directors Agenda Item

May 1, 2024

Page 2

appointments for the purpose of advising the Board of Directors of the status of committee membership and representation.

***Responsible Staff:***

Marleana Roman, Clerk of the Board

---

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority



## *Minute Action*

AGENDA ITEM: 6

***Date:*** May 1, 2024

***Subject:***

Fiscal Year 2023/2024 Budget Amendments

***Recommendation:***

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

A. Approve the creation of the new fund, Fund 2201 Federal Railroad Administration, to accommodate the Rebuilding American Infrastructure with Sustainability and Equity Grant Program funding for the Brightline West High Desert Stations project.

B. Approve the creation of new funds, Fund 2750 Transit and Intercity Rail Capital Program Senate Bill 125 and Fund 2751 Senate Bill 125 Zero Emission Transit Capital Program, to account for funds for allocated projects.

C. Approve two checking bank accounts with Wells Fargo for the Transit and Intercity Rail Capital Program and Zero Emission Transit Capital Program funds with designated signers Executive Director, Deputy Executive Director, and Chief Financial Officer and related investment accounts with California Asset Management Program.

D. Approve an amendment to the Fiscal Year 2023/2024 Budget for Task No. 0315 – Transit Capital to increase Federal Transit Administration 5309 (Fund 2130) by \$3,000,000, Federal Railroad Administration (Fund 2201) by \$1,781,000, Local Project Funds (Fund 6010) by \$1,500,000, Transit and Intercity Rail Capital Program (Fund 2565) by \$250,000, Transit and Intercity Rail Capital Projects Senate Bill 125 (Fund 2750) by \$1,000,000, and decrease Solutions to Congested Corridors Program (Fund 2705) by \$7,531,000, for a zero net increase to the fiscal year budget.

***Background:***

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

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

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

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

**Recommendation A:**

On January 4, 2023, the SBCTA Board approved the authorization to submit a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program application to the Federal Railroad Administration (FRA) on behalf of DesertXpress Enterprises, Limited Liability Company (DesertXpress Enterprises), to provide federal grant funding to the Brightline West – High Desert Stations capital project (Brightline West). SBCTA staff submitted the RAISE grant application on March 1, 2023, and received notice on July 11, 2023, that SBCTA’s application was selected for the Fiscal Year 2023 grant award. Staff is currently seeking pre-award authorization and expect to use RAISE funding to accommodate frontload design costs accrued in Fiscal Year 2023/2024. Staff will return to the Board seeking authorization to execute the FRA RAISE funding agreement and sub-recipient agreement with DesertXpress Enterprises/Brightline West once all collaboration efforts have been finalized. Recommendation A allows SBCTA to create and establish the new fund code for the FRA funds to support the fiscal year budget for the Brightline West project.

**Recommendations B, C, and D:**

The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 and modified by SB 9 to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California’s intercity, commuter, and urban rail systems and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. Assembly Bill 398 extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030.

SB 125 amended the Budget Act of 2023 to appropriate \$4 billion from the General Fund to the TIRCP over the next two fiscal years as well as \$910 million of GGRF funding and \$190 million of Public Transportation Account funding over the next four fiscal years to establish the Zero-Emission Transit Capital Program (ZETCP). These funds are formula funds that are to be administered by SBCTA. The TIRCP portion is distributed to SBCTA based on a population formula and the ZETCP is distributed to SBCTA based on the State Transit Assistance formula, which is 50% based on population and 50% based on transit operator revenues. The total amount to be received by SBCTA through Fiscal Year 2026/2027 is estimated at \$259 million; however, while the first year of funds totaling \$122 million were appropriated in the Fiscal Year 2023/2024 State Budget, recent State revenue shortfalls put future appropriations at risk. Projects are allocated funds by the Board and then submitted to California State Transportation Agency (CalSTA) for an eligibility determination and approval. Once approved by CalSTA, the State Controller’s Office distributes the funds to SBCTA for disbursement to project sponsors. The Board has apportioned and allocated the Fiscal Year 2023/2024 TIRCP and ZETCP funds to capital and operations needs for all of the transit operators in San Bernardino County.

CalSTA guidelines for TIRCP and ZETCP require separate cash accounts, and for the funds to earn interest. Recommendation C is to authorize the Chief Financial Officer to open new checking accounts with our current bank, Wells Fargo, to account for TIRCP and ZETCP funds separately. Recommendation C will also authorize the Chief Financial Officer to open two separate accounts with the California Asset Management Program to invest idle funds.

## Board of Directors Agenda Item

May 1, 2024

Page 3

The budgeting process for the Fiscal Year 2023/2024 Budget began in December 2022 with final expense forecasts due no later than February 2023. With this early preparation, staff must project anticipated expenses through the end of the existing fiscal year and for the upcoming fiscal year for a period of approximately 18 months. This has a direct impact on the budget needed for projects in Fiscal Year 2023/2024 as staff worked with vendors to determine expenditures through the end of June 2023, and to identify forecasted costs for the upcoming year through June 2024. Now that all expenses for Fiscal Year 2022/2023 have been incurred and reconciled, the Transit and Rail Department has reviewed all projects and their respective budgets for the current Fiscal Year 2023/2024, and determined a need for a fund swap budget amendment for the West Valley Connector, Brightline West, and the Diesel Multiple Unit (DMU) to Zero Emission Multiple Unit (ZEMU) vehicle conversion projects. Recommendation D requests a reallocation of selected funds to accommodate the aforementioned capital projects with a no net increase to the fiscal year budget.

**Financial Impact:**

The budget for West Valley Connector and the DMU to ZEMU vehicle conversion projects are included in the adopted Budget for Fiscal Year 2023/2024 and funded with various funds in Program 30. The Brightline West - High Desert Stations capital project was not included in the adopted Budget for Fiscal Year 2023/2024. A budget amendment is required as described in recommendation D and in the background section of this item.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 10, 2024.

**Responsible Staff:**

Hilda Flores, Chief Financial Officer

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

## *Minute Action*

AGENDA ITEM: 7

***Date:*** May 1, 2024

***Subject:***

Capital Projects and Reserves Based on Policy No. 20600 Funding Indirect Costs

***Recommendation:***

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

A. Approve reserves for capital costs of \$295,000 and for emergency purposes of \$500,000 based on Policy No. 20600, Funding Indirect Costs and Establishing Fund Balance Reserves and a Capital Improvement Plan.

B. Review and provide direction relative to budgetary information to be included in the Indirect Fund for the Fiscal Year 2024/2025 Budget.

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

C. Approve the updated Capital Improvement Plan for the Santa Fe Depot and for the Agency's Information Technology systems.

***Background:***

San Bernardino County Transportation Authority (SBCTA) Policy No. 20600, Funding Indirect Costs and Establishing Fund Balance Reserves and a Capital Improvement Plan (CIP), delineates how indirect costs will be funded; establishes reserves for general purposes and capital improvements; establishes a fund to account for the indirect costs and the allocated revenue, fund balance, and reserves; and requires adoption of a five-year CIP as part of the annual budget to identify and plan accordingly for building improvements, maintenance, and information technology needs. Furthermore, the policy establishes a fund balance reserve policy for capital costs and general purposes such as emergencies and unexpected costs. The General Purpose Reserve shall be at least \$500,000 and shall not exceed 20% of indirect costs budgeted for the next budgetary fiscal year. A Capital Improvement Reserve is established for capital costs anticipated in the CIP. The fund balance is available to pay for unexpected costs or cost increases due to cyclical activities.

Exhibit A is a summary of indirect costs of \$10,030,467, proposed for Fiscal Year 2024/2025. This represents an increase of \$39,845 from the current budget of \$9,990,622. Cost increases are primarily related to salaries, security, memberships, and utilities, which are offset by decreases in professional services, consulting services, and computer hardware and software. CIP costs include paint/stain projects, workstation replacement (Group B), Office 365 G5 implementation, heating ventilation and air conditioning equipment upgrades (Phase 2), elevator modernization, and parking lot slurry seal.

Exhibit B is a listing of capital improvement projects for the next five years. Capital projects for Fiscal Year 2024/2025 in the amount of \$822,618 are included in the Proposed Fiscal Year 2024/2025 Budget.

In accordance with Policy No. 20600, the allocation of revenue to the Indirect Fund is based on the percentage of full time equivalents budgeted for each major program of SBCTA, except for

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

## Board of Directors Agenda Item

May 1, 2024

Page 2

Finance Department Indirect Costs, which are allocated based on number of transactions for the recently audited fiscal year. The allocation of revenue for Fiscal Year 2024/2025 also accounts for a “true-up” of the Fiscal Year 2022/2023 Indirect Fund allocations based on the actual staff time expended, per program, in that year. This resulted in increases to the Local Transportation Fund (LTF) and Service Authority for Freeway Emergencies fund allocations, decreases to the Council of Governments and overall Measure I Fund allocations, and a reallocation of funds between various Measure I Programs. The Finance Department indirect cost “true up” of the Fiscal Year 2022/2023 Indirect Fund allocation was based on the number of transactions for the recently audited fiscal year for Finance Department. The Finance Department “true up” resulted in increases to the LTF, Service Authority for Freeway Emergencies Fund, Council of Governments, and Express Lanes Funds allocations and an overall decrease within the various Measure I Programs. Additionally, staff recommends to budget revenues at less than the budgeted expenditures since staff anticipates a carryover balance (revenue exceeding expenditures) of \$2,889,029 in the Indirect Fund from current fiscal year operations. Combined with the projected revenue allocation of \$7,936,438, less estimated indirect costs of \$10,030,467, a balance of \$795,000 remains for recommended reserves. Staff will continue to monitor fund balances and indirect expenses to mitigate any funding shortfalls.

Per Policy No. 20600, the revenue that can be allocated to fund indirect costs and the reserves is derived from the various funding sources as shown below. The Measure I allocation is 1.3% of projected Measure I Revenue, which is slightly above the calculated share of 1.2% and less than the maximum allowed of 3%. Fiscal Year 2023/2024 Indirect Budget included a MSI transfer of \$75,915 to cover estimated cost for the Express Lanes, this is the financial responsibility of the Enterprise Fund and will be reimbursed in Fiscal Year 2025/2026 when there are operations revenue. A reconciliation of Fiscal Year 2022/2023 actual Indirect Fund allocations is included in the amounts allocated:

Funding Source	Indirect Costs by full time equivalents	FY 2022/2023 Actual Adjustments	Indirect Costs by # of transactions	FY 2022/2023 Actual Adjustments By # of transactions	Total
Local Transportation Fund-Administration *	1,711,358	(152,776)	130,857	97,688	1,787,127
Local Transportation Fund-Planning	(139,291)	335,415	265,867	3,267	465,258
Service Authority for Freeway Emergencies	268,319	103,312	362,942	350,793	1,085,366
Council of Governments-Assessment Dues	144,490	(60,826)	146,660	141,768	372,092
Council of Governments-Grants	246,971	(210,090)	127,710	125,002	289,593
Council of Governments-Housing Trust	119,752	-	-	-	119,752
Enterprise Fund - Express Lanes	341,755	-	6,591	6,452	354,798
Sales Tax MSI-Valley Freeway	1,699,173	203,575	307,733	(219,871)	1,990,610
Sales Tax MSI-Valley Interchange	1,068,870	321,855	330,431	(229,235)	1,491,921
Sales Tax MSI-Valley Grade Separation	47,325	(7,401)	-	-	39,924
Sales Tax MSI-Valley Arterial	116,911	(71,540)	49,761	(66,432)	28,700
Sales Tax MSI-Valley Rail	71,711	(108,008)	141,863	(84,841)	20,725
Sales Tax MSI-Valley Bus Rapid Transit	56,739	(306,356)	41,468	(44,943)	(253,092)
Sales Tax MSI-Victor Valley Major Local Highway	81,615	7,047	49,761	(60,510)	77,913
Sales Tax MSI-North Desert Major Local Highway	53,914	(27,703)	29,682	4,052	59,945
Sales Tax MSI-Colorado River Major Local Highway	4,550	(13,766)	10,040	(8,596)	(7,772)
Sales Tax MSI-Morongo Basin Major Local Highway	9,099	(7,971)	10,476	(9,484)	2,120
Sales Tax MSI-Mountain Major Local Highway	9,099	(2,176)	10,913	(5,110)	12,726
Sales Tax MSI-Cajon Pass	1,323	(2,591)	-	-	(1,268)
Total	5,913,683	-	2,022,755	-	7,936,438

\* Indirect costs by number of transactions to Local Transportation Fund-Administration was transferred to Local Transportation Fund-Planning.

Board of Directors Agenda Item  
May 1, 2024  
Page 3

Staff recommends approval of the Capital Improvement Projects listed in Exhibit B and to maintain a General Purpose Reserve for emergencies of \$500,000 and a Capital Improvement Reserve of \$295,000 for future projects.

**Financial Impact:**

This item has no financial impact on the adopted Budget for Fiscal Year 2023/2024. Capital Projects and Indirect Fund expenditures are included in the proposed Budget for Fiscal Year 2024/2025.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 10, 2024. SBCTA General Counsel has reviewed this item.

**Responsible Staff:**

Lisa Lazzar, Chief of Fiscal Resources

---

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

San Bernardino County Transportation Authority	<b>Policy</b>	<b>20600</b>
Adopted by the Board of Directors 1/4/2018	Revised	06/01/2022
Funding Indirect Costs and Establishing Fund Balance Reserves and a Capital Improvement Plan	Revision No.	2

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

<b>Table of Contents</b>
<a href="#">Purpose</a>   <a href="#">Definitions</a>   <a href="#">References</a>   <a href="#">Policy</a>   <a href="#">Revision History</a>

**I. PURPOSE**

The purpose of this policy is to define the appropriate charging of indirect costs and the funding sources to be used to cover these costs. This policy also establishes a minimum level of unassigned fund balance designated as a general purpose reserve to meet revenue shortfalls, unanticipated expenditures, economic downturns, or emergencies and establishes an assigned reserve to fund capital improvements necessary for the general operation of San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG). Furthermore, the policy also addresses the circumstances under which the unassigned fund balance can be expended and how it will be replenished if it falls below the established minimum.

**II. DEFINITIONS**

**Capital Improvement Plan:** A five year plan for acquisition, improvement, and renovation of the Santa Fe Depot and other infrastructure, as well as capital items such as equipment, vehicles, and technology items in excess of \$5,000. It excludes any capital improvements already included in other plans such as the 10-Year Delivery Plan. The approved capital items are to be included in the budget for the Indirect Fund. Improvements to the Santa Fe Depot may include items such as structural improvements; replacement of the roof, HVAC system, carpet, tile, communication systems, or alarm systems; and remodels. Information technology improvements may include items such as software, computers, and servers.

**Indirect Costs:** Expenses incurred that are not readily identifiable with a particular project or activity but are necessary to the general operation of SBCTA and SBCOG and necessary for staff to perform daily job duties and functions. Costs may include items such as staffing costs, office equipment, professional services, consulting services, maintenance of office equipment, postage, dues and subscriptions, county fee, auditing and accounting, utilities, training/membership, printing, travel, record/equipment storage, meeting, legal fees, maintenance of motor vehicle, advertising, office expense, bank charges, public information activities, contributions/subsidies, computer hardware/software, building maintenance, building structures, and insurance for property, general, umbrella, crime, public official liability, and cyber.

**Indirect Fund:** A governmental fund that will be used to budget indirect costs and capital improvements necessary for the daily operations of SBCTA and SBCOG and the corresponding revenue allocated to fund those costs.

**III. REFERENCES**

Ordinance 04-01 provides for the renewal of the half-cent (0.5%) sales tax on taxable retail transactions within the County. Ordinance 04-01 expires on March 31, 2040.

Policy No. 20200 - Fund Balance Reporting

Attachment: Policy 20600 (10557 : Capital Projects and Reserves based on Policy No. 20600 Funding Indirect Costs)

## IV. POLICY

### A. Indirect Costs and Funding Sources

Indirect costs will be budgeted at whatever is reasonable and necessary for the general operation of SBCTA and SBCOG and will include capital improvements identified in a five year capital improvement plan that will be updated annually during the budget process. The revenue sources necessary to fund indirect costs will be allocated to the Indirect Fund based on the percentage of full time equivalents (FTE) budgeted for each major program of SBCTA except for the Finance department indirect costs, which will be allocated based on number of transactions in the recently audited fiscal year.

1. In general, the percentage of FTE and Finance department indirect costs allocated based on number of transactions related to delivery of the Measure I programs will be used to determine the revenue required from Measure I to fund indirect costs. Up to three percent (3%) of Measure I sales tax revenues will be used to fund these costs. The revenue apportioned to the Senior and Disabled and Local Street Projects (pass through) Programs will continue to be based on the total revenue received. The maximum 3% is in addition to the 1% for administrative costs per Ordinance 04-01. Fund balance in the Measure I Administration fund may be used to buy down the calculated requirement from Measure I programs for funding indirect costs.
2. In general, the percentage of FTE and Finance department indirect costs allocated based on number of transactions related to the general transit, planning, fund administration, and traveler services functions will be used to determine the revenue required from the Local Transportation Fund (LTF) to fund indirect costs. Up to one percent (1%) will be funded from an allocation for LTF Administration and up to two percent (2%) will be funded from the allocation for LTF Planning.
3. In general, the percentage of FTE and Finance department indirect costs allocated based on number of transactions related to Council of Governments (COG) activities will be used to determine the revenue required from the COG Dues to fund indirect costs.
4. In general, the percentage of FTE and Finance department indirect costs allocated based on number of transactions related to the Freeway Service Patrol and Call Box System programs will be used to determine the revenue required from the Service Authority for Freeway Emergencies fund to fund indirect costs.
5. SBCTA staff will continue to actively seek other funding sources as appropriate to fund indirect costs. Any other funding sources added to fund indirect costs will also be based on a percentage of FTE and Finance department indirect costs allocated based on number of transactions

### B. Capital Improvement Plan

A five year capital improvement plan will be developed and presented annually during the budget process to the Board for consideration. The plan will identify present and future needs requiring capital infrastructure and options for financing the plan. The plan will be prioritized based on projects that have an associated funding source, elimination of health/safety hazards, and projects that will increase efficiency or reduce operations and maintenance costs.

### C. Unassigned Fund Balance –General Purpose Reserve:

An adequate amount of General Purpose Reserve is essential to the financial strength and flexibility of SBCTA. This reserve is intended for unanticipated emergencies and to allow a transition period to fund indirect costs when revenues are reduced due to economic factors or legislation outside of SBCTA's control.

1. When developing the fiscal year budget, SBCTA shall establish an unassigned fund balance designated as General Purpose Reserve for the General Fund targeted at least at \$500,000 but not exceeding 20% of the indirect costs budgeted for that fiscal year. A one-time allocation of revenue can be used to establish the reserve or it shall be built-up with fund balance from the Indirect Fund until the established target is achieved. An increase to fund balance results when revenues allocated to the Indirect Fund exceed expenditures. In the event the budgeted expenditures for the Indirect Fund decline from the previous fiscal year, the reserve shall have no



downward adjustments. Any necessary increases to the reserve shall be made annually during the budget process.

2. Use of the General Purpose Reserve will be limited to nonrecurring expenditures, debt reduction, one-time capital costs, or emergency situations (such as economic conditions or natural disasters). In the event of a decline in revenue that is used to fund the Indirect Fund, the General Purpose Reserve may be used as a temporary means to fund indirect costs until a corrective action is determined.
3. A one-time allocation of revenue can be used to replenish the General Purpose Reserve or it shall be built-up with fund balance from the Indirect Fund.

**D. Assigned Fund Balance – Capital Improvement Reserve**

A Capital Improvement Reserve will be established to cover forecast costs identified in the capital improvement plan. The Chief Financial Officer, as authorized by Policy 20200 – Fund Balance Reporting, will assign fund balance for specific capital improvement projects based on the approved capital improvement plan for those projects that would not normally be feasible without reserving funding over a multiple year period.

**V. REVISION HISTORY**

<b>Revision No.</b>	<b>Revisions</b>	<b>Adopted</b>
0	Adopted.	1/4/2018
1	Revised Section IV, Subsection A to include that when an estimated fund balance is available in the Measure I Administration fund, it may be used to buy down the calculated requirement of Measure I programs to fund indirect costs.	4/1/2020
2	Include Finance department indirect costs allocated based on number of transactions	6/1/2022

Exhibit A

Budgeted Tasks to Indirect Fund																	Fiscal Year	Fiscal Year
Object Code	0200	0206	0312	0313	0350	0400	0430	0450	0470	0500	0501	0503	0605	0805	2024/2025	2023/2024		
															Budget	Budget		
51010 Salaries	\$ 558,243	\$ 1,918	\$ 5,032	\$ 2,160	\$ 255,911	\$ 791,220	\$ 40,809	\$ 130,765	\$ 129,583	\$ 1,902	\$ 65,931	\$ 226,526	\$ 80,433	\$ 141,661	\$ 2,432,094	\$ 2,291,608		
51030 Overtime	14,850	185	-	-	-	14,850	-	-	-	-	-	-	-	-	29,885	29,700		
51990 Fringe	423,514	1,554	3,719	1,596	189,118	595,685	30,158	96,635	95,762	1,406	48,723	167,403	59,440	104,687	1,819,400	1,822,228		
52001 Professional Services	30,000	-	-	-	7,470	129,000	50,000	456,650	4,980	-	50,000	164,328	120,000	11,500	1,023,928	1,120,199		
52005 Consulting Services	20,000	-	-	-	-	20,000	-	-	-	-	250,000	-	-	-	290,000	360,000		
52015 County Fees	-	-	-	-	-	100,000	-	-	-	-	-	-	-	-	100,000	100,000		
52100 Auditing & Accounting	-	-	-	-	-	315,000	-	-	-	-	-	-	-	-	315,000	300,000		
52200 Legal Fees	-	-	-	-	85,000	-	15,000	-	25,000	-	-	-	-	10,000	135,000	125,000		
52300 Claims	-	-	-	-	-	-	50,000	-	-	-	-	-	-	-	50,000	50,000		
52500 Security	-	-	-	-	-	-	-	-	-	-	-	-	-	242,510	242,510	192,716		
52700 Information Technology Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
53120 Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-	185,000	185,000	147,000		
53400 Maintenance-Buildings	-	-	-	-	-	-	-	-	-	-	-	-	-	998,528	998,528	972,472		
53450 Maintenance-Motor Vehicles	-	-	-	-	-	-	-	2,500	-	-	-	-	-	-	2,500	2,500		
53465 Maintenance-Office Equipment	1,000	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000	1,500		
53610 Rentals-Buildings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
53670 Rentals-Office Equipment	5,000	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	20,000		
54010 General Liability Insurance	-	-	-	-	-	-	250,000	-	-	-	-	-	-	-	250,000	255,000		
54020 Umbrella Liability Insurance	-	-	-	-	-	-	120,000	-	-	-	-	-	-	-	120,000	120,000		
54030 Property Insurance	-	-	-	-	-	-	64,209	-	-	-	-	-	-	-	64,209	64,209		
54040 Crime Insurance	-	-	-	-	-	-	12,000	-	-	-	-	-	-	-	12,000	12,000		
54050 Public Officials Liability Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
54060 Automotive Insurance	-	-	-	-	-	-	1,500	-	-	-	-	-	-	-	1,500	1,500		
54070 Cyber Insurance	-	-	-	-	-	-	26,400	-	-	-	-	-	-	-	26,400	26,400		
54100 Dues/Memberships	35,000	-	-	-	2,090	13,000	400	-	2,180	-	-	2,000	10,000	-	64,670	48,765		
54200 Training/Registration	7,500	-	-	-	5,400	20,000	3,000	10,000	33,250	-	-	3,000	14,000	-	96,150	83,550		
54300 Postage	1,250	-	-	-	100	2,000	100	3,500	200	-	-	-	-	200	7,350	8,850		
54410 Travel Expense - Employee	8,000	-	-	-	5,500	8,000	3,000	1,000	7,000	-	-	1,500	10,000	-	44,000	45,500		
54420 Travel Expense - Non-Employee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
54430 Travel Expense-Mileage-Employee	1,500	-	-	-	200	4,000	500	200	500	-	-	2,000	2,500	-	11,400	10,900		
54440 Travel Expense-Mileage-Non-Employee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
54450 Travel Expense-Other-Metrolink Tickets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
54500 Advertising	1,000	-	-	-	-	2,000	-	-	15,800	-	-	-	-	-	18,800	18,300		
54520 Public Information Activities	-	-	-	-	-	-	-	-	-	-	-	-	60,000	-	60,000	60,000		
54590 Printing - External	5,000	-	-	-	-	5,000	-	-	-	-	-	-	-	-	10,000	14,500		
54595 Printing - Internal	5,000	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	10,200		
54620 Contributions/Sponsorships	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
54640 Communications	-	-	-	-	-	-	-	41,400	-	-	-	-	-	8,600	50,000	68,500		
54655 Record/Equipment Storage	20,000	-	-	-	-	-	-	-	-	-	-	-	-	-	20,000	20,000		
54900 Bank charges	-	-	-	-	-	1,000	-	-	-	-	-	-	-	-	1,000	5,000		
54910 Other Service Charges	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
54980 Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
55005 Office Expense	15,000	-	-	-	-	-	-	1,500	1,000	-	-	-	-	14,639	32,139	37,019		
55410 Meeting Expense	3,000	-	-	-	500	2,000	-	200	20,000	-	-	1,000	2,500	-	29,200	24,700		
56100 Building & Structures	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
56200 Improvements OTBS	-	-	-	-	-	-	-	-	-	-	-	-	-	744,618	744,618	717,000		
56600 Office Furniture & Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	65,000	65,000	65,000		
56650 Office Equipment/Software-Inventorial	15,000	-	-	-	10,000	-	-	398,686	-	-	-	-	-	18,500	442,186	386,806		
56700 Computer Hardware & Software	-	-	-	-	-	-	-	225,000	-	-	-	-	-	-	225,000	352,000		
<b>Total</b>	<b>\$ 1,169,857</b>	<b>\$ 3,657</b>	<b>\$ 8,751</b>	<b>\$ 3,756</b>	<b>\$ 561,289</b>	<b>\$ 2,022,755</b>	<b>\$ 667,076</b>	<b>\$ 1,368,036</b>	<b>\$ 335,255</b>	<b>\$ 3,308</b>	<b>\$ 414,654</b>	<b>\$ 567,757</b>	<b>\$ 358,873</b>	<b>\$ 2,545,443</b>	<b>\$ 10,030,467</b>	<b>\$ 9,990,622</b>		
	\$ 1,169,857	\$ 3,657	\$ 8,751	\$ 3,756	\$ 561,289	\$ 2,022,755	\$ 667,076	\$ 1,368,036	\$ 335,255	\$ 3,308	\$ 414,654	\$ 567,757	\$ 358,873	\$ 2,545,443	\$ 10,030,467	\$ 9,749,088		
	\$ 173,250	\$ -	\$ -	\$ -	\$ 116,260	\$ 621,000	\$ 596,109	\$ 1,140,636	\$ 109,910	\$ -	\$ 300,000	\$ 173,828	\$ 219,000	\$ 2,299,095	\$ 4,281,379	salary only		

Task Descriptions:

0200 - Executive Administration and Support	0313 - Transit Right of Way Management	0450 - Management Services	0501 - Intergovernmental	0805 - Building Operation	
0206 - Data Program Management	0350 - General Counsel	0470 - Human Resources	0503 - Legislation		Increase from Fiscal Year 2024 Budget
0312 - General Transit	0400 - Financial Management	0500 - Fund Administration	0605 - Public Affairs		\$ 39,845

Attachment: Exhibit A - Indirect FY2024-2025 - PDF [Revision 1] (10557 : Capital Projects and Reserves based on Policy No. 20600 Funding Indirect Costs)

Exhibit B

Capital Projects Plan

Fiscal Year	Item Description	Estimated Cost
2024/2025	Paint Lobby and Restroom Walls/Partition Doors Estimate Cost	67,618
	Stain/Refurbish All Interior/Exterior Benches and Lobby Doors	80,000
	Depot Elevator Modernization	100,000
	Depot Parking Lot Slurry Seal/Stencil & ADA Repairs	180,000
	Heating, Ventilation, & Air Conditioning (HVAC) Equipment Upgrade -Phase II	170,000
	Workstation Rotation Plan Group B	75,000
	Office 365 G5 Implementation (Setup/Labor)	150,000
	Total Fiscal Year 2024/2025	\$ 822,618
2025/2026	On-premise Backup Appliance/Data Domains	\$ 50,000
	Applicant Tracking System (Could be part of Enterprise Resource Planning	\$ 25,000
	Heating, Ventilation, & Air Conditioning (HVAC) Equipment Upgrade-Phase III	170,000
	Total Fiscal Year 2025/2026	\$ 245,000
2026/2027	Irrigation System Upgrade for All Landscaping (Drip System and Install a Smart Controller)	50,000
	Total Fiscal Year 2026/2027	\$ 50,000
2027/2028	Workstation Rotation Plan Group A	\$ 75,000
	Tile Lobby Exterior Door Restoration and Nearby Window Trim	25,000
	Parking Lot Slurry Seal/Stencil	200,000
	Pump House Chemical Treatment Equipment Upgrade	15,000
	Total Fiscal Year 2027/2028	\$ 315,000
2028/2029	Workstation Rotation Plan Group B	75,000
	Replace Depot's Roof	150,000
	Total Fiscal Year 2028/2029	\$ 225,000
	Total Capital Projects	\$ 1,657,618

Beginning Fund Balance	\$ 2,889,029
Estimated Revenues:	
Measure I (MSI)	3,462,452
Transportation Development Act (TDA)	2,252,385
Service Authority for Freeway Emergencies (SAFE)	1,085,366
Council of Governments (COG)	781,437
Express Lanes	354,798
Total revenues to fund indirect	7,936,438
Indirect expenditures	10,030,467
Amount available for Reserves	\$ 795,000
Reserve for Emergencies	\$ 500,000
Reserve for Capital Projects	\$ 295,000

Attachment: Exhibit B - FY2024-2025 Indirect Capital Projects Plan - PDF (10557 : Capital Projects and Reserves based on Policy No. 20600 Funding Indirect Costs)

## *Minute Action*

AGENDA ITEM: 8

***Date:*** May 1, 2024

***Subject:***

Revisions to Investment Policy No. 20100 & Investment Portfolio Update

***Recommendation:***

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA), effective July 1, 2024:

- A. Approve revision to Investment Policy No. 20100, to make clarification to section IX.Q.
- B. Delegate to SBCTA's Chief Financial Officer, who shall serve as SBCTA's Treasurer, authority for a one-year period to invest or reinvest SBCTA funds and to sell or exchange securities so purchased, pursuant to Policy No. 20100.

That the Board, acting as the San Bernardino Associated Governments (SBCOG), effective July 1, 2024.

C. Reauthorize pooling SBCOG funds with SBCTA funds, to be invested in accordance with SBCTA's Investment Policy No. 20100.

D. Delegate to SBCTA's Chief Financial Officer, who shall serve as SBCOG's Treasurer, authority for a one-year period to invest or reinvest SBCOG funds and to sell or exchange securities so purchased, pursuant to Policy No. 20100.

***Background:***

The California Government Code, which governs the investment and the deposit of public funds (Section 53600 et seq.) (Code), requires that the agency's governing body annually review the investment policy at a public meeting.

San Bernardino County Transportation Authority's (SBCTA) staff and investment advisor, PFM Asset Management LLC (PFM), have reviewed the current SBCTA Investment Policy No. 20100 (Policy) and concur that the Policy meets all requirements as outlined in the memo, included as Attachment 1. However, there were recent changes to the Code that clarified that mortgage-backed securities issued by federal agencies and certain other investment securities identified in Senate Bill 882, are excluded from the Code's requirements for privately issued assets and mortgage-backed securities. As such, staff is recommending an update to Section IX.Q. of the Policy to clarify that mortgage-backed securities issued by federal agencies are excluded from the Code's requirements for privately issued asset and mortgage-backed securities.

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2023/2024 or the proposed Budget for Fiscal Year 2024/2025.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 10, 2024. SBCTA General Counsel has reviewed this item and the revised policy.

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

Board of Directors Agenda Item  
May 1, 2024  
Page 2

***Responsible Staff:***

Lisa Lazzar, Chief of Fiscal Resources

---

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

San Bernardino County Transportation Authority	<b>Policy</b>	<b>20100</b>
Adopted by the Board of Directors      October 2, 1996	Revised	05/0301/2324
<b>Investment Policy</b>	Revision No.	<u>2728</u>

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

<b>Table of Contents</b> <a href="#">Purpose</a>   <a href="#">Policy</a>   <a href="#">Investment Goals</a>   <a href="#">Prudent Investor Standard</a>   <a href="#">Scope</a>   <a href="#">Delegation of Authority</a>   <a href="#">Conflicts of Interest</a>   <a href="#">Portfolio Maturity Limits</a>   <a href="#">Allowable Investments for SBCTA and SBCOG Operating Funds</a>   <a href="#">Additional Allowable Investments for Bond Proceeds</a>   <a href="#">Prohibited Investment Transactions</a>   <a href="#">Investment in "Derivative" Securities</a>   <a href="#">Leveraging</a>   <a href="#">Safekeeping of Securities</a>   <a href="#">Competitive Bidding of Investments</a>   <a href="#">Broker/Dealers</a>   <a href="#">Reporting</a>   <a href="#">Annual Submission of Investment Policy</a>   <a href="#">Revision History</a>
--

**I. PURPOSE**

The purpose of this policy is to provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes.

**II. POLICY**

The Board of Directors of the San Bernardino County Transportation Agency (SBCTA) and of the San Bernardino Council of Governments (SBCOG) recognize their responsibility to direct the investment of funds under their care. This policy is designed to meet the specific needs of SBCTA and SBCOG while ensuring the safety of funds. This revised policy is effective July 1, 2019.

**III. INVESTMENT GOALS**

The investment of funds by SBCTA and SBCOG shall be guided by the goals of safety, liquidity, diversification, and a reasonable market rate of return.

Safety: Safety of principal is the foremost objective of the investment program. Investments of SBCTA and SBCOG will be undertaken in a manner that seeks to ensure the preservation of capital in the portfolio.

Liquidity: SBCTA's and SBCOG's investment portfolio will remain sufficiently liquid to enable SBCTA and SBCOG to meet all operating requirements and budgeted expenditures, including an additional amount to cover reasonably estimated contingencies.

Diversification: The investment portfolio will be diversified to avoid risk regarding specific security types or individual financial institutions.

Reasonable Market Rate of Return: The investment portfolio will be designed to attain a market average rate of return through economic cycles which is consistent with SBCTA's and SBCOG's primary goals of safety, liquidity and diversification.

**IV. PRUDENT INVESTOR STANDARD**

SBCTA and SBCOG investments are governed by the prudent investor standard, set forth as follows:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency that a prudent person acting in a like capacity and familiarity with those matters would use in the investment of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall investment strategy, investments may be acquired as authorized by law.

Attachment: Policy20100 - Revised 2024 (10556 : Revise Investment Policy No. 20100 & Investment Portfolio Update)

## V. SCOPE

The investment policy applies to all financial assets held by SBCTA and SBCOG, including bond proceeds. Funds specifically exempt from this policy include employee deferred compensation plans, employee pension plans, or assets held in trust by SBCTA and SBCOG with specific investment instructions.

---

## VI. DELEGATION OF AUTHORITY

SBCTA's Board Administrative Code and SBCOG's Bylaws designate the SBCTA Chief Financial Officer (CFO) as Treasurer for each Agency.

Under the direction and oversight of the Chief Financial Officer, and in consultation with SBCTA's and SBCOG's investment adviser, the Chief Financial Officer or designee shall direct the investment of SBCTA and SBCOG combined operating funds, which are not invested in the County Pool or in LAIF ("DIRECT INVESTMENTS") in accordance with this Policy. All officials, staff members and consultants are directly accountable to the SBCTA and SBCOG Boards for investment functions.

---

## VII. CONFLICTS OF INTEREST

All officials, staff members and consultants involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which could impair their ability to make impartial investment decisions. Officials, staff members, and consultants will disclose to the Executive Director any financial interest with a financial institution or broker that conducts business with SBCTA and SBCOG. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the performance of SBCTA's and SBCOG's portfolio.

---

## VIII. PORTFOLIO MATURITY LIMITS

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled so as to permit SBCTA and SBCOG to meet all projected obligations.

The maximum maturity of any other investment of operating funds ("direct investments") may not exceed five years unless otherwise noted in Paragraph IX.

Investment of bond proceeds shall be made in consideration of the liquidity needs of the bond fund, and may not exceed five years, except for securities to be held in a defeasance escrow for refunded bonds and bond debt service reserve funds.

Investments in the San Bernardino County Pool and in LAIF are subject to maturity limits and other investment restrictions as imposed by the governing bodies of those agencies.

---

## IX. ALLOWABLE INVESTMENTS FOR SBCTA and SBCOG OPERATING FUNDS

Investment of SBCTA's and SBCOG's funds is governed by the California Government Code, Sections 53600 et seq. and 53635 et seq. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

The following investment vehicles are permitted for the investment of operating funds.

- A. Government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- B. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. No more than 40% of SBCTA's and SBCOG's combined investment portfolio may be invested in the obligations of any one federal agency or United States government-sponsored enterprise.
- C. Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency. Obligations of the State of California or any California local agency may not represent more than 20%



of SBCTA's and SBCOG's combined portfolio and no more than 10% may be invested in the obligations of any one issuer.

- D. Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations of the other 49 states may not represent more than 20% of SBCTA's and SBCOG's combined portfolio and no more than 10% may be invested in the obligations of any one issuer.

- E. Repurchase Agreements used solely as short-term investments not to exceed 30 days.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in Paragraph IX. A and B, will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to SBCTA's custodian bank by book entry, physical delivery, or held by a third party custodial agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value, 102% of the funds borrowed against those securities. For any Repurchase Agreement with a term of more than one day, the value of the underlying securities must be reviewed on a weekly basis and the value of the underlying securities brought back up to 102% no later than the next business day.

Market value must be calculated each time there is a substitution of collateral.

SBCTA and SBCOG or their trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to the Repurchase Agreement.

SBCTA and SBCOG may enter into Repurchase Agreements only with primary dealers of the Federal Reserve Bank of New York.

SBCTA and SBCOG will have specific written agreements with each firm with which it enters into Repurchase Agreements.

Reverse repurchase agreements will not be allowed.

Repurchase agreements may not represent more than 20% of SBCTA's and SBCOG's combined investment portfolio.

- F. Bankers' Acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest category by a nationally recognized statistical-rating organization (NRSRO).

Purchases of Bankers' Acceptances may not exceed 180 days maturity or 40% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA and SBCOG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

- G. Commercial paper rated in the highest short-term rating category, as provided by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

- (1) The entity meets the following criteria: (a) is organized and operating in the United States as a general corporation; (b) has total assets in excess of five hundred million dollars (\$500,000,000); (c) has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a NRSRO.
- (2) The entity meets the following criteria: (a) is organized within the United States as a special purpose corporation, trust, or limited liability company; (b) has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond; (c) has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Purchases of eligible commercial paper may not exceed 270 days maturity.

Purchases of commercial paper may not exceed 40% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities on any one non-government issuer regardless of security type.



H. Medium-term corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Medium-term corporate notes shall be rated in a rating category "A", or its equivalent or better, by a NRSRO.

Purchase of medium-term corporate notes may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

I. Negotiable certificates of deposit or deposit notes issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a federally- or state-licensed branch of a foreign bank. Investments under this subdivision shall be rated in a rating category of "A" for long-term, "A-1" for short-term, their equivalent or better by a NRSRO.

Purchase of negotiable certificates of deposit may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

J. State of California's Local Agency Investment Fund (LAIF)

Investment in LAIF may not exceed 60% of SBCTA's and SBCOG's combined operating funds or up to the maximum amount permitted by the State Treasurer, whichever is less.

K. California Asset Management Program (CAMP) Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7. To be eligible under California Government Code Section 53601 (p): the joint powers authority (CAMP), issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.

(3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

L. San Bernardino County Investment Pool.

M. Insured savings accounts.

N. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision, these companies shall either: (1) have attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs, or (2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

The purchase price of shares of beneficial interest purchased shall not include any commission that the companies may charge and shall not exceed 20% of SBCTA's and SBCOG's combined investment portfolio. Further, no more than 10% of SBCTA's and SBCOG's combined investment portfolio may be invested in shares of beneficial interest of any one money market fund.

O.

(1) Bonds issued by SBCTA, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by SBCTA or by a department, board, agency, or authority of SBCTA, provided the SBCTA Board first specifically approves investing in such bonds.

(2) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency, provided the SBCTA Board first specifically approves of SBCTA investing in such bonds, notes, warrants or other evidences of indebtedness of SBCTA.

- P. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AAA" or its equivalent by a NRSRO and may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio.
- Q. A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond. For securities eligible for investment under this subsection not issued or guaranteed by an agency or issuer identified in subsection (A.) or (B.), above, the following limitations apply:
- (1) The security shall be rated "AAA" or its equivalent by a NRSRO and have of a maximum remaining maturity of five years' maturity or less.
  - (2) Securities eligible for investment under this subdivision shall be rated "AAA" or its equivalent by a NRSRO and may shall not exceed 20% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

For purposes of determining compliance with this policy, where this section specifies a percentage limitation for a particular category of investment, that percentage is applied on the date of purchase. Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased.

---

#### **X. ADDITIONAL ALLOWABLE INVESTMENTS FOR BOND PROCEEDS**

- A. Investment agreement with an AA rated bank or collateralized investment agreement with an A rated bank or an investment acceptable to a bond insurance company and approved specifically by the SBCTA and SBCOG Board.
- B. Debt service reserve funds and debt service funds may be invested longer than five years as long as they are permitted by state law and investments are readily available for bond payments and other bond purposes (refundings, defeasance, etc.).
- C. U.S. Treasury Securities and State and Local Government Securities having a maturity longer than five years are permitted for escrowed defeasances.
- D. Forward purchase agreements, forward delivery agreements and debt service reserve agreements approved specifically by the SBCTA and SBCOG Board.
- E. Other investments as permitted by bond indentures.

---

#### **XI. PROHIBITED INVESTMENT TRANSACTIONS**

Any investment not specifically allowed by this policy is prohibited.

---

#### **XII. INVESTMENT IN "DERIVATIVE" SECURITIES**

Direct investment in derivative securities is prohibited. A "derivative security" is any investment the value of which is derived from an underlying security, commodity or index. For purposes of this policy, a derivative is any security that has principal and/or interest payments which are subject to significant uncertainty as to timing, and/or amount.

It is understood that the County Pool and LAIF may invest in certain derivative securities.

---

#### **XIII. LEVERAGING**

All forms of portfolio leverage, including, but not limited to, securities lending programs, reverse repurchase agreements, and margin accounts, are prohibited.

#### **XIV. SAFEKEEPING OF SECURITIES**

SBCTA shall enter into an agreement with a bank trust department to serve as the safekeeping agent for all deliverable investments. The safekeeping agent shall hold all investments in an account for the sole benefit of SBCTA and SBCOG. All deliverable investments shall be delivered by the broker to SBCTA's and SBCOG's combined safekeeping account on a delivery versus payment basis.

---

#### **XV. COMPETITIVE BIDDING OF INVESTMENTS**

The investment procedures require that approved broker/dealers compete for direct investment purchases and sales to ensure that all investment transactions are free from favoritism. The CFO in conjunction with SBCTA's and SBCOG's investment advisor shall determine the best execution price for SBCTA and SBCOG, and act accordingly.

---

#### **XVI. BROKER/DEALERS**

A. If a third party investment advisor is authorized to conduct investment transactions on SBCTA's and SBCOG's behalf, the investment advisor may use their own list of approved issuers, broker/dealers and financial institutions for investment purposes. The investment advisor's approved list must be made available to SBCTA and SBCOG upon request.

B. For any investment transactions conducted by the Treasurer on behalf of SBCTA and SBCOG, and not conducted directly with the issuer, the Treasurer shall comply with the following requirements:

C. Transactions initiated by SBCTA and SBCOG shall be executed through government securities dealers reporting as primary dealers to the New York Federal Reserve Bank of New York or direct issuers (defined as corporations that issue their own securities) and through secondary dealers who have received prior approval to do business with SBCTA and SBCOG.

D. Primary dealers wishing to do business with SBCTA and SBCOG must meet the following criteria:

1. The primary dealer representative must have demonstrated experience providing investment services to public agencies in California.
2. The primary dealer representative must provide SBCTA and SBCOG with a minimum of three references of finance officials from public agencies in California.

E. Secondary dealers must complete a broker/dealer application provided by SBCTA and SBCOG, and must meet the following criteria to the satisfaction of SBCTA's Chief Financial Officer:

1. The broker/dealer must qualify under SEC Rule 15C3-1 (uniform net capital rule).
2. The broker/dealer and the broker/dealer representative must be properly registered with the appropriate state and federal regulatory bodies.
3. The broker/dealer should be a market maker and have a strong market presence in one or more product areas that are pertinent to SBCTA's and SBCOG's investment goals.
4. The broker/dealer and its representative should be well established in the business and have an acceptable track record.

F. Each broker/dealer will be sent a copy of this Policy, a broker/dealer application, and a list of persons authorized to execute transactions on SBCTA's and SBCOG's behalf. In order to be considered for investment business opportunities with SBCTA and SBCOG, each firm must acknowledge receipt of such materials.

---

#### **XVII. REPORTING**

##### **A. Quarterly Report**

The CFO will provide a quarterly report to the General Policy Committee and to the Board of Directors providing the following information:

1. Breakout of all securities, investments and moneys held by SBCTA and SBCOG by investment type, issuer, date of maturity, par, dollar amount and percent of portfolio invested in each.

2. A description of all SBCTA's and SBCOG's funds, investments or programs that are under the management of any outside party that is not a local agency. This report must also include market valuation of the portfolio and the source of the valuation.
3. A statement of compliance with investment policy and a statement denoting the ability of SBCTA and SBCOG to meet all expenditures for the next six months.

#### B. Monthly Report

The CFO will provide a monthly list of investment transactions to the Board of Directors as required by the California Government Code §53607 when investment authority has been delegated by the Board.

### XVIII. SUBMISSION OF INVESTMENT POLICY

SBCTA's CFO shall render a statement of investment policy to the Board of Directors of SBCTA and SBCOG as required by the California Government Code. If changes are proposed, the Board shall consider the policy, and proposed changes, in a public meeting.

### XIX. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	10/02/96
1	20100: Added paragraph starting with "It shall be SANBAG's long term objective . . .".	09/03/97
2	No changes.	12/02/98
3	20100.10: Changed percentage of operating funds amount to 20%. 20100.10: Changed percentage of San Bernardino portfolio to 20%.	11/03/99
4	No changes. Re-approved by the Board of Directors.	11/01/00
5	Added Para. 20100.16 Qualifications of Broker/Dealers; re-sequenced existing paragraphs. 20100.16, 20100.17, 20100.18, 20100.19, 20100.20, and 20100.21 to 20100.17, 20100.18, 20100.19, 20100.20, and 20100.22. Revised Par. 20100.10: Revised "...not to exceed 20% of SANBAG's operating funds..." to "...not to exceed 30% of SANBAG's operating funds...", and "Portion of Portfolio: 20% maximum" to "Portion of Portfolio: 30% maximum".	11/07/01
6	Changed paragraph numbering style from 20100.1,20100.2, 20100.3 etc. to I, II, III, etc. Par. IX: Changed "one year" to "two years". Par. X.4: Changed "1 year maximum" to "2 year maximum". Par. X.5: Changed "1 year maximum" to "2 year maximum". Par. X.6: Changed "180 days maximum" to "270 day maximum".	11/06/02
7	No changes. Re-approved by the Board of Directors	11/05/03
8	No changes. Re-approved by the Board of Directors	01/05/05
9	No changes. Re-approved by the Board of Directors	11/02/05
10	Paragraphs on DEFINITIONS, ANNUAL MANAGEMENT REVIEW AND AUDIT, AND SEGREGATED INVESTMENT, and EXECUTION AND RECORD KEEPING: Deleted. Paragraphs III, IV, IX, and XVII: Minor revisions. Paragraphs VIII, IX, and XVI: Major revisions.	07/05/06
11	Par. IX.J: Removed limitation.	09/13/06
12	No changes. Re-approved by the Board of Directors	01/09/08
13	Par. VI: Delete "In addition, the CFO, under the direction and oversight of the Executive Director, and consultation with SANBAG's investment advisor, shall review the alternatives for the investment of bond proceeds, and shall recommend such investments to the SANBAG Board for approval'. The investment of bond proceeds is identified under par. X. and will be authorized by bond covenant. Par. IX: Add (C) Obligations of the State of California or any local agency within the state and (D) Registered treasury notes or bonds of other states in addition to California to diversify the number of sectors and issuers; revise (C) to be (E) and add "held" before "by a third party custodial agreement". Also add "Repurchase agreements may not represent more than 20% of SANBAG's investment portfolio", to limit the amount to be invested in repurchase agreements; delete "(G) "provided that the issuing corporation is organized and operating within the United States, has total assets in excess of \$500 million and has an "A" or higher rating for its long-term debt, if any, as provided by a nationally recognized statistical rating organization." This is also stated in paragraphs (G) (1) and (2); increase (J) from \$40 million to \$50 million limitation	09/01/10

Revision No.	Revisions	Adopted
	<p>on LAIF investment per State Treasurer's Office authorization to increase the dollar amount for investment.</p> <p>Par. X: Change (A) For CAMP, rating from AAA to AAAM and average maturity from one year to 60 days or less. This is to improve safety and liquidity.</p> <p>Par. XV: Add "in conjunction with SANBAG's investment advisor" for clarification purposes.</p>	
14	<p>Par. VIII: Changed four years to five years and added "unless otherwise noted in Par. IX.</p> <p>Par. IX.B: Changed 10% to 40%.</p> <p>Par. IX.F: Changed 20% to 40% and changed "No more than 5% of SANBAG's investment portfolio may be invested in the Bankers' Acceptances of any one commercial bank." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type."</p> <p>Par. IX.G: Changed "No more than 5% of SANBAG's investment portfolio may be invested in commercial paper of one issuer." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities on any one non-government issuer regardless of security type."</p> <p>Par. IX.H: Changed 20% to 30 and changed "No more than 5% of SANBAG's investment portfolio may be invested in a medium-term note of any one corporation." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type."</p> <p>Par. IX.I: Changed 20% to 30% and added "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type."</p> <p>Par. XVII: Removed 'QUARTERLY' from title, renumbered paragraphs, and added "B. Monthly Report. The CFO will provide a monthly list of investment transactions to the Board of Directors as required by the California Government Code 53607 when investment authority has been delegated by the Board.</p>	07/06/11
15	<p>Par. IX.H: Changed rating of "AA" to "A".</p> <p>Par. IX.I: Changed "... by a state-licensed branch ..." to "... by a federally or state-licensed branch ..." and changed "... rated AA ..." to "... rated A or its equivalent ...".</p> <p>Re-approved by the Board of Directors.</p>	08/01/12
16	No changes. Re-approved by the Board of Directors on 9/4/13, Agenda Item 5.	09/04/13
17	Re-approved by the Board of Directors on 7/2/14, Agenda Item 4. Updated Par. VI to mirror bylaws that designate the CFO as Treasurer.	07/02/14
18	Re-approved by the Board of Directors on 9/2/15, Agenda Item 6. Updated Par. IX – Allowable Investments for SANBAG Operating Funds, including modifications to subparagraph I, and adding subparagraphs N and O.	09/02/15
19	BOD approved on 11/05/15, Agenda Item 3. Updated Par. IX section N permitting investment in certain obligations issued by SANBAG entities.	11/04/15
20	BOD approved on 9/07/16, Agenda Item 8. Updated Par. IX – Allowable Investments for SANBAG Operating Funds, modifying subparagraph J and to Par. XVIII – Annual Submission of Investment Policy.	09/07/16
21	BOD approved on 3/01/17, Agenda Item 6. Updated entity name from SANBAG to SBCTA, Par. IX section K allowing investment in CAMP, Par. VI – designate the CFO as Treasurer of SBCTA & SBCOG with one year authority to invest or reinvest SBCTA and SBCOG funds.	03/01/17
22	BOD approved on 6/6/18, Agenda Item 4. Minor modifications for clarification purposes to Paragraphs IX (sections F, G, H, I, N, P, and Q).	06/06/18
23	BOD approved on 6/05/19, Agenda Item 24. Minor modification to paragraphs VI and IX, K..	06/05/19
24	BOD approved on 05/06/20 agenda item 5.	05/06/20
25	BOD approved on 5/5/21 agenda item 6. Amend Section IX, G to comply with SB998 allowing to invest in commercial paper up to 40% and eliminate 10% limit on any one issuer.	05/05/21
26	BOD approved on 5/4/22 Agenda Item 4. No Changes	05/04/22
27	BOD approved on 5/3/23 Agenda Item 6. Amend Section IX.K modified to include California Asset Management Program (CAMP)'s term investments.	05/03/23
<u>28</u>	<u>BOD approved on X05/X01/24 Agenda Item X. Amend Section IX.Q modified to provide clarity to the current practice for mortgage pass-through securities, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond.</u>	<u>05/01/24</u>



San Bernardino County Transportation Authority	<b>Policy</b>	<b>20100</b>
Adopted by the Board of Directors	October 2, 1996	Revised
		05/01/24
<b>Investment Policy</b>	Revision No.	28

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

<b>Table of Contents</b> <a href="#">Purpose</a>   <a href="#">Policy</a>   <a href="#">Investment Goals</a>   <a href="#">Prudent Investor Standard</a>   <a href="#">Scope</a>   <a href="#">Delegation of Authority</a>   <a href="#">Conflicts of Interest</a>   <a href="#">Portfolio Maturity Limits</a>   <a href="#">Allowable Investments for SBCTA and SBCOG Operating Funds</a>   <a href="#">Additional Allowable Investments for Bond Proceeds</a>   <a href="#">Prohibited Investment Transactions</a>   <a href="#">Investment in "Derivative" Securities</a>   <a href="#">Leveraging</a>   <a href="#">Safekeeping of Securities</a>   <a href="#">Competitive Bidding of Investments</a>   <a href="#">Broker/Dealers</a>   <a href="#">Reporting</a>   <a href="#">Annual Submission of Investment Policy</a>   <a href="#">Revision History</a>
--

**I. PURPOSE**

The purpose of this policy is to provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes.

**II. POLICY**

The Board of Directors of the San Bernardino County Transportation Agency (SBCTA) and of the San Bernardino Council of Governments (SBCOG) recognize their responsibility to direct the investment of funds under their care. This policy is designed to meet the specific needs of SBCTA and SBCOG while ensuring the safety of funds. This revised policy is effective July 1, 2019.

**III. INVESTMENT GOALS**

The investment of funds by SBCTA and SBCOG shall be guided by the goals of safety, liquidity, diversification, and a reasonable market rate of return.

Safety: Safety of principal is the foremost objective of the investment program. Investments of SBCTA and SBCOG will be undertaken in a manner that seeks to ensure the preservation of capital in the portfolio.

Liquidity: SBCTA's and SBCOG's investment portfolio will remain sufficiently liquid to enable SBCTA and SBCOG to meet all operating requirements and budgeted expenditures, including an additional amount to cover reasonably estimated contingencies.

Diversification: The investment portfolio will be diversified to avoid risk regarding specific security types or individual financial institutions.

Reasonable Market Rate of Return: The investment portfolio will be designed to attain a market average rate of return through economic cycles which is consistent with SBCTA's and SBCOG's primary goals of safety, liquidity and diversification.

**IV. PRUDENT INVESTOR STANDARD**

SBCTA and SBCOG investments are governed by the prudent investor standard, set forth as follows:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency that a prudent person acting in a like capacity and familiarity with those matters would use in the investment of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall investment strategy, investments may be acquired as authorized by law.

## V. SCOPE

The investment policy applies to all financial assets held by SBCTA and SBCOG, including bond proceeds. Funds specifically exempt from this policy include employee deferred compensation plans, employee pension plans, or assets held in trust by SBCTA and SBCOG with specific investment instructions.

---

## VI. DELEGATION OF AUTHORITY

SBCTA's Board Administrative Code and SBCOG's Bylaws designate the SBCTA Chief Financial Officer (CFO) as Treasurer for each Agency.

Under the direction and oversight of the Chief Financial Officer, and in consultation with SBCTA's and SBCOG's investment adviser, the Chief Financial Officer or designee shall direct the investment of SBCTA and SBCOG combined operating funds, which are not invested in the County Pool or in LAIF ("DIRECT INVESTMENTS") in accordance with this Policy. All officials, staff members and consultants are directly accountable to the SBCTA and SBCOG Boards for investment functions.

---

## VII. CONFLICTS OF INTEREST

All officials, staff members and consultants involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which could impair their ability to make impartial investment decisions. Officials, staff members, and consultants will disclose to the Executive Director any financial interest with a financial institution or broker that conducts business with SBCTA and SBCOG. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the performance of SBCTA's and SBCOG's portfolio.

---

## VIII. PORTFOLIO MATURITY LIMITS

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled so as to permit SBCTA and SBCOG to meet all projected obligations.

The maximum maturity of any other investment of operating funds ("direct investments") may not exceed five years unless otherwise noted in Paragraph IX.

Investment of bond proceeds shall be made in consideration of the liquidity needs of the bond fund, and may not exceed five years, except for securities to be held in a defeasance escrow for refunded bonds and bond debt service reserve funds.

Investments in the San Bernardino County Pool and in LAIF are subject to maturity limits and other investment restrictions as imposed by the governing bodies of those agencies.

---

## IX. ALLOWABLE INVESTMENTS FOR SBCTA and SBCOG OPERATING FUNDS

Investment of SBCTA's and SBCOG's funds is governed by the California Government Code, Sections 53600 et seq. and 53635 et seq. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

The following investment vehicles are permitted for the investment of operating funds.

- A. Government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- B. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. No more than 40% of SBCTA's and SBCOG's combined investment portfolio may be invested in the obligations of any one federal agency or United States government-sponsored enterprise.
- C. Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency. Obligations of the State of California or any California local agency may not represent more than 20%

of SBCTA's and SBCOG's combined portfolio and no more than 10% may be invested in the obligations of any one issuer.

- D. Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations of the other 49 states may not represent more than 20% of SBCTA's and SBCOG's combined portfolio and no more than 10% may be invested in the obligations of any one issuer.

- E. Repurchase Agreements used solely as short-term investments not to exceed 30 days.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in Paragraph IX. A and B, will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to SBCTA's custodian bank by book entry, physical delivery, or held by a third party custodial agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value, 102% of the funds borrowed against those securities. For any Repurchase Agreement with a term of more than one day, the value of the underlying securities must be reviewed on a weekly basis and the value of the underlying securities brought back up to 102% no later than the next business day.

Market value must be calculated each time there is a substitution of collateral.

SBCTA and SBCOG or their trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to the Repurchase Agreement.

SBCTA and SBCOG may enter into Repurchase Agreements only with primary dealers of the Federal Reserve Bank of New York.

SBCTA and SBCOG will have specific written agreements with each firm with which it enters into Repurchase Agreements.

Reverse repurchase agreements will not be allowed.

Repurchase agreements may not represent more than 20% of SBCTA's and SBCOG's combined investment portfolio.

- F. Bankers' Acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest category by a nationally recognized statistical-rating organization (NRSRO).

Purchases of Bankers' Acceptances may not exceed 180 days maturity or 40% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA and SBCOG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

- G. Commercial paper rated in the highest short-term rating category, as provided by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

- (1) The entity meets the following criteria: (a) is organized and operating in the United States as a general corporation; (b) has total assets in excess of five hundred million dollars (\$500,000,000); (c) has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a NRSRO.
- (2) The entity meets the following criteria: (a) is organized within the United States as a special purpose corporation, trust, or limited liability company; (b) has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond; (c) has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Purchases of eligible commercial paper may not exceed 270 days maturity.

Purchases of commercial paper may not exceed 40% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities on any one non-government issuer regardless of security type.



H. Medium-term corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Medium-term corporate notes shall be rated in a rating category "A", or its equivalent or better, by a NRSRO.

Purchase of medium-term corporate notes may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

I. Negotiable certificates of deposit or deposit notes issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a federally- or state-licensed branch of a foreign bank. Investments under this subdivision shall be rated in a rating category of "A" for long-term, "A-1" for short-term, their equivalent or better by a NRSRO.

Purchase of negotiable certificates of deposit may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

J. State of California's Local Agency Investment Fund (LAIF)

Investment in LAIF may not exceed 60% of SBCTA's and SBCOG's combined operating funds or up to the maximum amount permitted by the State Treasurer, whichever is less.

K. California Asset Management Program (CAMP) Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7. To be eligible under California Government Code Section 53601 (p): the joint powers authority (CAMP), issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.

(3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

L. San Bernardino County Investment Pool.

M. Insured savings accounts.

N. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision, these companies shall either: (1) have attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs, or (2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

The purchase price of shares of beneficial interest purchased shall not include any commission that the companies may charge and shall not exceed 20% of SBCTA's and SBCOG's combined investment portfolio. Further, no more than 10% of SBCTA's and SBCOG's combined investment portfolio may be invested in shares of beneficial interest of any one money market fund.

O.

(1) Bonds issued by SBCTA, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by SBCTA or by a department, board, agency, or authority of SBCTA, provided the SBCTA Board first specifically approves investing in such bonds.

(2) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency, provided the SBCTA Board first specifically approves of SBCTA investing in such bonds, notes, warrants or other evidences of indebtedness of SBCTA.

- P. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AAA" or its equivalent by a NRSRO and may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio.
- Q. A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond. For securities eligible for investment under this subsection not issued or guaranteed by an agency or issuer identified in subsection A. or B., above, the following limitations apply:
- (1) The security shall be rated "AAA" or its equivalent by a NRSRO and have a maximum remaining maturity of five years or less.
  - (2) Securities eligible for investment under this subdivision shall not exceed 20% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

For purposes of determining compliance with this policy, where this section specifies a percentage limitation for a particular category of investment, that percentage is applied on the date of purchase. Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased.

---

#### **X. ADDITIONAL ALLOWABLE INVESTMENTS FOR BOND PROCEEDS**

- A. Investment agreement with an AA rated bank or collateralized investment agreement with an A rated bank or an investment acceptable to a bond insurance company and approved specifically by the SBCTA and SBCOG Board.
- B. Debt service reserve funds and debt service funds may be invested longer than five years as long as they are permitted by state law and investments are readily available for bond payments and other bond purposes (refundings, defeasance, etc.).
- C. U.S. Treasury Securities and State and Local Government Securities having a maturity longer than five years are permitted for escrowed defeasances.
- D. Forward purchase agreements, forward delivery agreements and debt service reserve agreements approved specifically by the SBCTA and SBCOG Board.
- E. Other investments as permitted by bond indentures.

---

#### **XI. PROHIBITED INVESTMENT TRANSACTIONS**

Any investment not specifically allowed by this policy is prohibited.

---

#### **XII. INVESTMENT IN "DERIVATIVE" SECURITIES**

Direct investment in derivative securities is prohibited. A "derivative security" is any investment the value of which is derived from an underlying security, commodity or index. For purposes of this policy, a derivative is any security that has principal and/or interest payments which are subject to significant uncertainty as to timing, and/or amount.

It is understood that the County Pool and LAIF may invest in certain derivative securities.

---

#### **XIII. LEVERAGING**

All forms of portfolio leverage, including, but not limited to, securities lending programs, reverse repurchase agreements, and margin accounts, are prohibited.

#### **XIV. SAFEKEEPING OF SECURITIES**

SBCTA shall enter into an agreement with a bank trust department to serve as the safekeeping agent for all deliverable investments. The safekeeping agent shall hold all investments in an account for the sole benefit of SBCTA and SBCOG. All deliverable investments shall be delivered by the broker to SBCTA's and SBCOG's combined safekeeping account on a delivery versus payment basis.

---

#### **XV. COMPETITIVE BIDDING OF INVESTMENTS**

The investment procedures require that approved broker/dealers compete for direct investment purchases and sales to ensure that all investment transactions are free from favoritism. The CFO in conjunction with SBCTA's and SBCOG's investment advisor shall determine the best execution price for SBCTA and SBCOG, and act accordingly.

---

#### **XVI. BROKER/DEALERS**

A. If a third party investment advisor is authorized to conduct investment transactions on SBCTA's and SBCOG's behalf, the investment advisor may use their own list of approved issuers, broker/dealers and financial institutions for investment purposes. The investment advisor's approved list must be made available to SBCTA and SBCOG upon request.

B. For any investment transactions conducted by the Treasurer on behalf of SBCTA and SBCOG, and not conducted directly with the issuer, the Treasurer shall comply with the following requirements:

C. Transactions initiated by SBCTA and SBCOG shall be executed through government securities dealers reporting as primary dealers to the New York Federal Reserve Bank of New York or direct issuers (defined as corporations that issue their own securities) and through secondary dealers who have received prior approval to do business with SBCTA and SBCOG.

D. Primary dealers wishing to do business with SBCTA and SBCOG must meet the following criteria:

1. The primary dealer representative must have demonstrated experience providing investment services to public agencies in California.
2. The primary dealer representative must provide SBCTA and SBCOG with a minimum of three references of finance officials from public agencies in California.

E. Secondary dealers must complete a broker/dealer application provided by SBCTA and SBCOG, and must meet the following criteria to the satisfaction of SBCTA's Chief Financial Officer:

1. The broker/dealer must qualify under SEC Rule 15C3-1 (uniform net capital rule).
2. The broker/dealer and the broker/dealer representative must be properly registered with the appropriate state and federal regulatory bodies.
3. The broker/dealer should be a market maker and have a strong market presence in one or more product areas that are pertinent to SBCTA's and SBCOG's investment goals.
4. The broker/dealer and its representative should be well established in the business and have an acceptable track record.

F. Each broker/dealer will be sent a copy of this Policy, a broker/dealer application, and a list of persons authorized to execute transactions on SBCTA's and SBCOG's behalf. In order to be considered for investment business opportunities with SBCTA and SBCOG, each firm must acknowledge receipt of such materials.

---

#### **XVII. REPORTING**

##### **A. Quarterly Report**

The CFO will provide a quarterly report to the General Policy Committee and to the Board of Directors providing the following information:

1. Breakout of all securities, investments and moneys held by SBCTA and SBCOG by investment type, issuer, date of maturity, par, dollar amount and percent of portfolio invested in each.

2. A description of all SBCTA's and SBCOG's funds, investments or programs that are under the management of any outside party that is not a local agency. This report must also include market valuation of the portfolio and the source of the valuation.
3. A statement of compliance with investment policy and a statement denoting the ability of SBCTA and SBCOG to meet all expenditures for the next six months.

#### B. Monthly Report

The CFO will provide a monthly list of investment transactions to the Board of Directors as required by the California Government Code §53607 when investment authority has been delegated by the Board.

### XVIII. SUBMISSION OF INVESTMENT POLICY

SBCTA's CFO shall render a statement of investment policy to the Board of Directors of SBCTA and SBCOG as required by the California Government Code. If changes are proposed, the Board shall consider the policy, and proposed changes, in a public meeting.

### XIX. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	10/02/96
1	20100: Added paragraph starting with "It shall be SANBAG's long term objective . . .".	09/03/97
2	No changes.	12/02/98
3	20100.10: Changed percentage of operating funds amount to 20%. 20100.10: Changed percentage of San Bernardino portfolio to 20%.	11/03/99
4	No changes. Re-approved by the Board of Directors.	11/01/00
5	Added Para. 20100.16 Qualifications of Broker/Dealers; re-sequenced existing paragraphs. 20100.16, 20100.17, 20100.18, 20100.19, 20100.20, and 20100.21 to 20100.17, 20100.18, 20100.19, 20100.20, and 20100.22. Revised Par. 20100.10: Revised "...not to exceed 20% of SANBAG's operating funds..." to "...not to exceed 30% of SANBAG's operating funds...", and "Portion of Portfolio: 20% maximum" to "Portion of Portfolio: 30% maximum".	11/07/01
6	Changed paragraph numbering style from 20100.1,20100.2, 20100.3 etc. to I, II, III, etc. Par. IX: Changed "one year" to "two years". Par. X.4: Changed "1 year maximum" to "2 year maximum". Par. X.5: Changed "1 year maximum" to "2 year maximum". Par. X.6: Changed "180 days maximum" to "270 day maximum".	11/06/02
7	No changes. Re-approved by the Board of Directors	11/05/03
8	No changes. Re-approved by the Board of Directors	01/05/05
9	No changes. Re-approved by the Board of Directors	11/02/05
10	Paragraphs on DEFINITIONS, ANNUAL MANAGEMENT REVIEW AND AUDIT, AND SEGREGATED INVESTMENT, and EXECUTION AND RECORD KEEPING: Deleted. Paragraphs III, IV, IX, and XVII: Minor revisions. Paragraphs VIII, IX, and XVI: Major revisions.	07/05/06
11	Par. IX.J: Removed limitation.	09/13/06
12	No changes. Re-approved by the Board of Directors	01/09/08
13	Par. VI: Delete "In addition, the CFO, under the direction and oversight of the Executive Director, and consultation with SANBAG's investment advisor, shall review the alternatives for the investment of bond proceeds, and shall recommend such investments to the SANBAG Board for approval'. The investment of bond proceeds is identified under par. X. and will be authorized by bond covenant. Par. IX: Add (C) Obligations of the State of California or any local agency within the state and (D) Registered treasury notes or bonds of other states in addition to California to diversify the number of sectors and issuers; revise (C) to be (E) and add "held" before "by a third party custodial agreement". Also add "Repurchase agreements may not represent more than 20% of SANBAG's investment portfolio", to limit the amount to be invested in repurchase agreements; delete "(G) "provided that the issuing corporation is organized and operating within the United States, has total assets in excess of \$500 million and has an "A" or higher rating for its long-term debt, if any, as provided by a nationally recognized statistical rating organization." This is also stated in paragraphs (G) (1) and (2); increase (J) from \$40 million to \$50 million limitation	09/01/10

Revision No.	Revisions	Adopted
	<p>on LAIF investment per State Treasurer's Office authorization to increase the dollar amount for investment.</p> <p>Par. X: Change (A) For CAMP, rating from AAA to AAAm and average maturity from one year to 60 days or less. This is to improve safety and liquidity.</p> <p>Par. XV: Add "in conjunction with SANBAG's investment advisor" for clarification purposes.</p>	
14	<p>Par. VIII: Changed four years to five years and added "unless otherwise noted in Par. IX.</p> <p>Par. IX.B: Changed 10% to 40%.</p> <p>Par. IX.F: Changed 20% to 40% and changed "No more than 5% of SANBAG's investment portfolio may be invested in the Bankers' Acceptances of any one commercial bank." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type."</p> <p>Par. IX.G: Changed "No more than 5% of SANBAG's investment portfolio may be invested in commercial paper of one issuer." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities on any one non-government issuer regardless of security type."</p> <p>Par. IX.H: Changed 20% to 30 and changed "No more than 5% of SANBAG's investment portfolio may be invested in a medium-term note of any one corporation." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type."</p> <p>Par. IX.I: Changed 20% to 30% and added "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type."</p> <p>Par. XVII: Removed 'QUARTERLY' from title, renumbered paragraphs, and added "B. Monthly Report. The CFO will provide a monthly list of investment transactions to the Board of Directors as required by the California Government Code 53607 when investment authority has been delegated by the Board.</p>	07/06/11
15	<p>Par. IX.H: Changed rating of "AA" to "A".</p> <p>Par. IX.I: Changed "... by a state-licensed branch ..." to "... by a federally or state-licensed branch ..." and changed "... rated AA ..." to "... rated A or its equivalent ...".</p> <p>Re-approved by the Board of Directors.</p>	08/01/12
16	No changes. Re-approved by the Board of Directors on 9/4/13, Agenda Item 5.	09/04/13
17	Re-approved by the Board of Directors on 7/2/14, Agenda Item 4. Updated Par. VI to mirror bylaws that designate the CFO as Treasurer.	07/02/14
18	Re-approved by the Board of Directors on 9/2/15, Agenda Item 6. Updated Par. IX – Allowable Investments for SANBAG Operating Funds, including modifications to subparagraph I, and adding subparagraphs N and O.	09/02/15
19	BOD approved on 11/05/15, Agenda Item 3. Updated Par. IX section N permitting investment in certain obligations issued by SANBAG entities.	11/04/15
20	BOD approved on 9/07/16, Agenda Item 8. Updated Par. IX – Allowable Investments for SANBAG Operating Funds, modifying subparagraph J and to Par. XVIII – Annual Submission of Investment Policy.	09/07/16
21	BOD approved on 3/01/17, Agenda Item 6. Updated entity name from SANBAG to SBCTA, Par. IX section K allowing investment in CAMP, Par. VI – designate the CFO as Treasurer of SBCTA & SBCOG with one year authority to invest or reinvest SBCTA and SBCOG funds.	03/01/17
22	BOD approved on 6/6/18, Agenda Item 4. Minor modifications for clarification purposes to Paragraphs IX (sections F, G, H, I, N, P, and Q).	06/06/18
23	BOD approved on 6/05/19, Agenda Item 24. Minor modification to paragraphs VI and IX, K..	06/05/19
24	BOD approved on 05/06/20 agenda item 5.	05/06/20
25	BOD approved on 5/5/21 agenda item 6. Amend Section IX, G to comply with SB998 allowing to invest in commercial paper up to 40% and eliminate 10% limit on any one issuer.	05/05/21
26	BOD approved on 5/4/22 Agenda Item 4. No Changes	05/04/22
27	BOD approved on 5/3/23 Agenda Item 6. Amend Section IX.K modified to include California Asset Management Program (CAMP)'s term investments.	05/03/23
28	BOD approved on 05/01/24 Agenda Item X. Amend Section IX.Q modified to provide clarity to the current practice for mortgage pass-through securities, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond.	05/01/24



March 11, 2024

## Memorandum

**To:** Lisa Lazzar, CPA, Chief of Fiscal Resources  
*San Bernardino County Transportation Authority*

**From:** Monique Spyke, Managing Director  
Richard Babbe, CCM, Senior Managing Consultant  
*PFM Asset Management LLC*

**RE:** 2024 Investment Policy Review

---

At your request, we reviewed the San Bernardino County Transportation Authority's ("Authority") Investment Policy ("Policy"), as part of the Authority's annual review process. As written, the Policy follows the applicable California Government Code ("Code") sections regulating the investment of public funds.

We are, however, recommending that the Authority update the language used in Section IX.Q Asset- and Mortgage-Backed Securities of the Policy to incorporate a recent Code change that took effect January 1, 2024. Senate Bill 882, *Local Government Omnibus Act of 2023*, made various minor edits to state statutes, including a change to Code Section 53601(o). The Bill clarified that mortgage-backed securities issued by federal agencies are excluded from the Code's requirements for privately issued asset- and mortgage-backed securities. The change does not otherwise modify the Code's or the Policy's requirements for the purchase of mortgage-backed securities.

We have attached a marked up copy of the Policy to illustrate our recommended changes.

Please let us know if you have any questions or if you would like to set up a time to discuss.



# San Bernardino County Transportation Authority

## Market & Portfolio Update

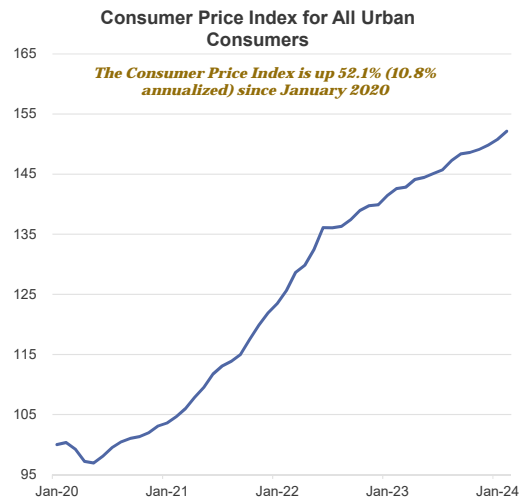
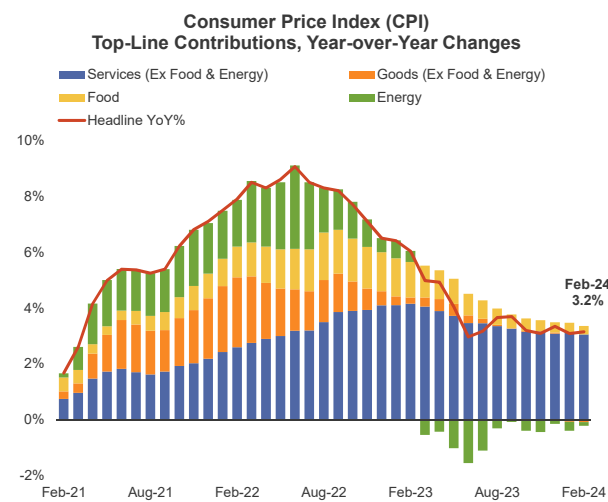
April 10, 2024

949.230.6896 | pfmam.com

PFM Asset Management LLC

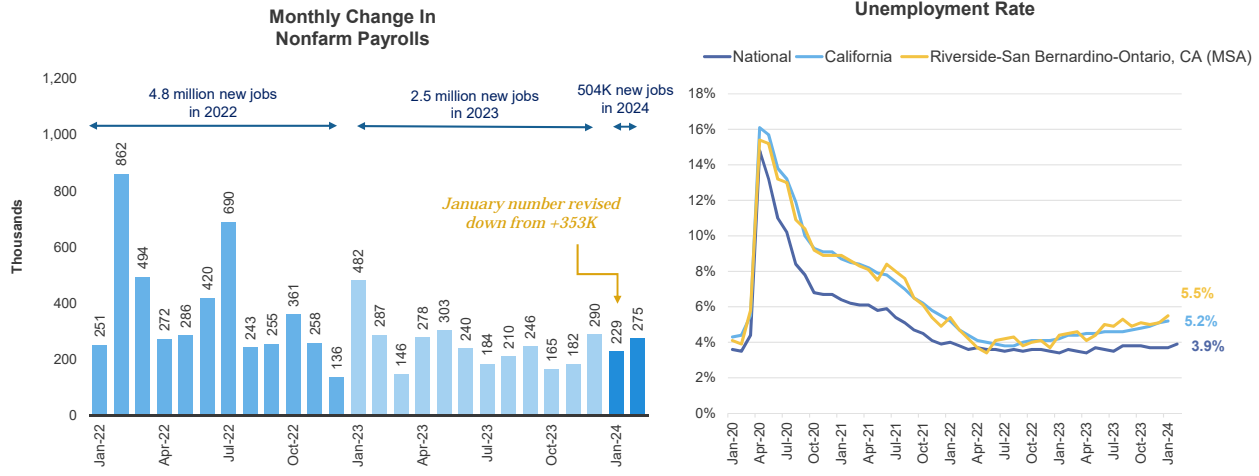
NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE

### CPI Continues Trend of Coming in Above Expectations



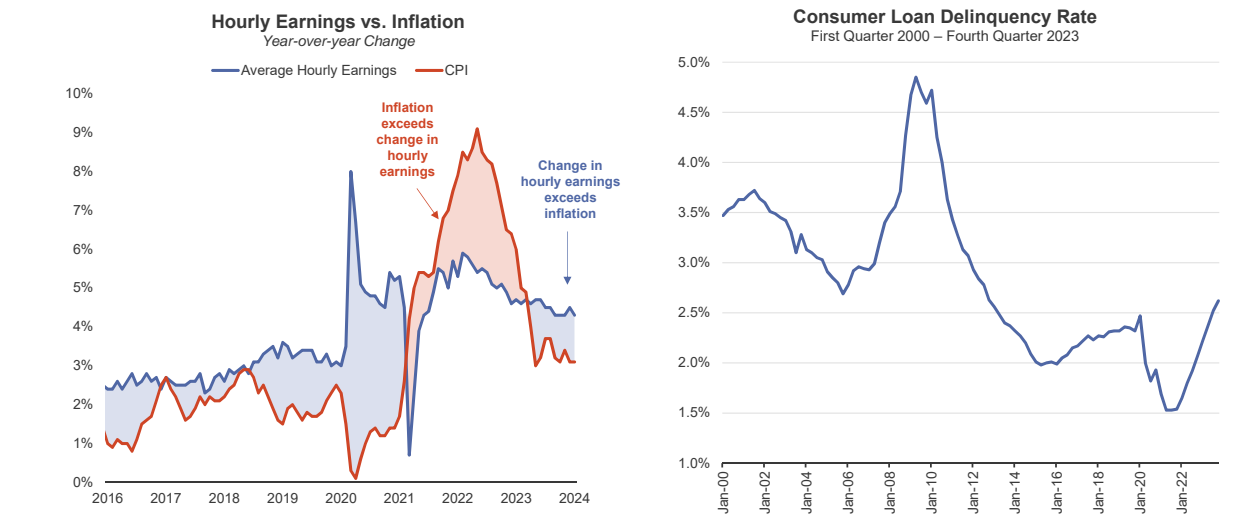
Source: Bloomberg, as of February 2024. Consumer Price Index for All Urban Consumers: All Items in U.S. City Average [CPIAUCSL], retrieved from FRED, Federal Reserve Bank of St. Louis. January 2020 = 100.

## Large Revisions Temper Another Strong Jobs Report



Source: Bloomberg. Monthly change in nonfarm payrolls as of February 2024. Data is seasonally adjusted. The National unemployment rate is February 2024 and seasonally adjusted. The California rate is for January 2024 and is seasonally adjusted. The Riverside-San Bernardino-Ontario (MSA) unemployment rate is for January and is not seasonally adjusted.

## Consumers' Health Key to Continued Economic Growth

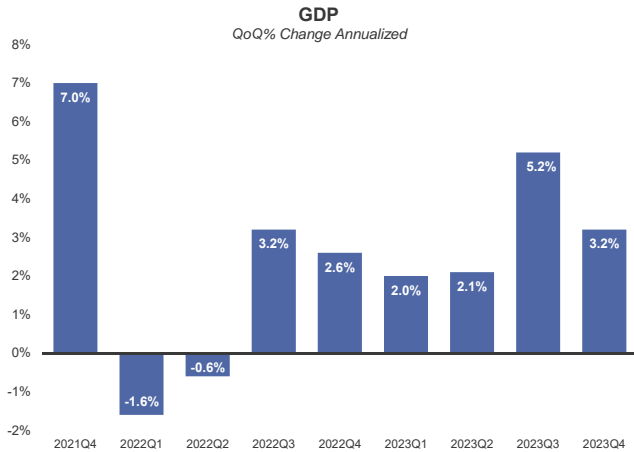


Source: Left: Bloomberg, CPI data Bureau of Labor Statistics as of January 2024. Wage growth Atlanta Fed Wage tracker. Right: Delinquency rate: Delinquency Rate on Consumer Loans, All Commercial Banks [DRCLACBS], retrieved from FRED, Federal Reserve Bank of St. Louis.

Attachment: Finance PowerPoint - PDF (10556 : Revise Investment Policy No. 20100 & Investment Portfolio Update)



## Second Estimate of 4Q GDP Revised Slightly Lower

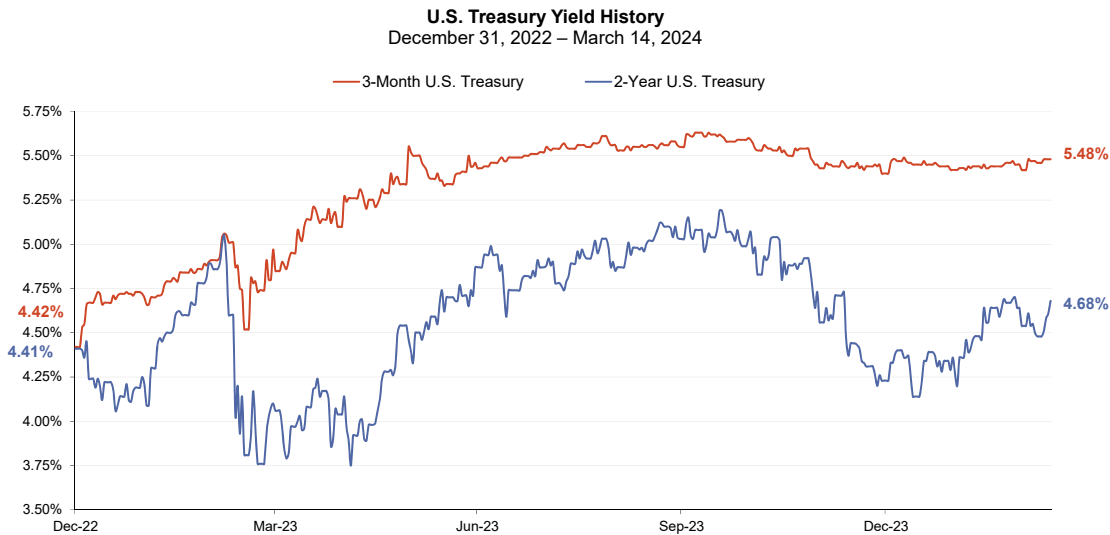


	23Q3	23Q4	Second Estimate 23Q4
GDP	4.9%	3.28%	3.20%
Consumer Spending	2.11%	1.91%	2.00%
Fixed Investment	0.46%	0.31%	0.43%
Gov't Expenditure	0.99%	0.56%	0.73%
Net Export	0.03%	0.43%	0.32%
Private Inventories	1.27%	0.07%	-0.27%

Source: Bureau of Economic Analysis, U.S. Department of Commerce; as of February 28, 2024.

4

## U.S. Treasury Yield History



Source: Bloomberg, as of 3/14/2024.

5

Attachment: Finance PowerPoint - PDF (10556 : Revise Investment Policy No. 20100 & Investment Portfolio Update)

## Portfolio Composition Overview

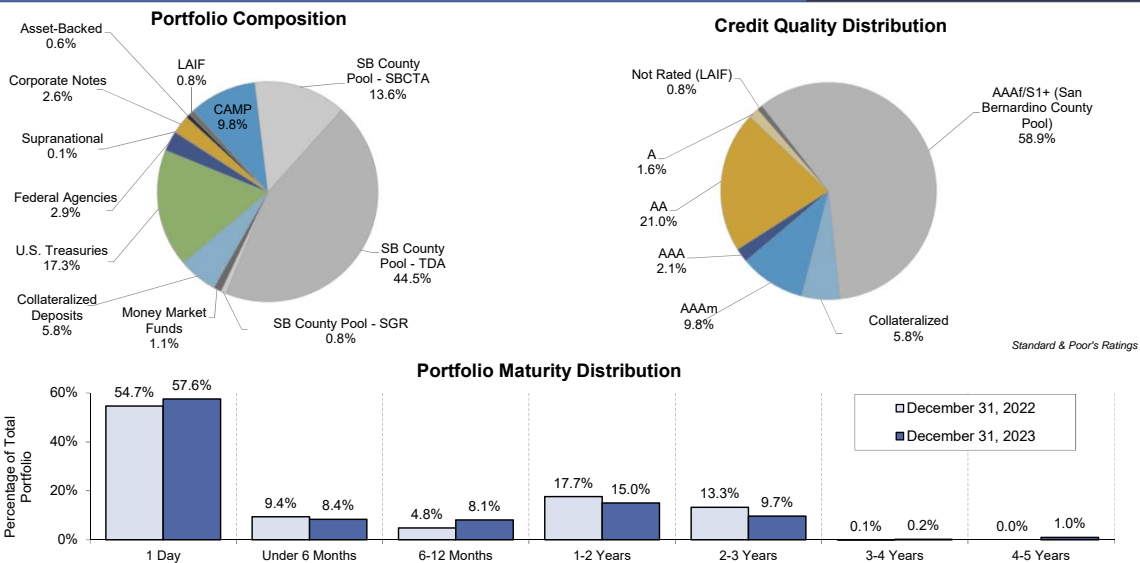
### Portfolio Composition and Credit Quality Characteristics including TDA

Security Type <sup>1</sup>	December 31, 2023	% of Portfolio	Change in \$'s	December 31, 2022	% of Portfolio	Permitted by Policy
U.S. Treasuries	\$166,782,628	17.3%	\$16,029,364	\$150,753,265	17.5%	100%
Federal Agencies	\$28,244,269	2.9%	(\$12,810,320)	\$41,054,589	4.8%	100%
Supranational	\$1,417,893	0.1%	(\$1,081,224)	\$2,499,117	0.3%	30%
Corporate Notes	\$25,013,363	2.6%	\$8,482,677	\$16,530,686	1.9%	25%
Certificates of Deposit	\$0	0.0%	(\$821,987)	\$821,987	0.1%	30%
Asset-Backed Securities	\$5,666,038	0.6%	\$4,905,194	\$760,844	0.1%	40%
Municipal Obligations	\$0	0.0%	(\$196,642)	\$196,642	0.0%	20%
Commercial Paper	\$0	0.0%	(\$4,970,293)	\$4,970,293	0.6%	30%
<b>Subtotal PFMAM-Managed</b>	<b>\$227,124,192</b>	<b>23.5%</b>	<b>\$9,536,769</b>	<b>\$217,587,423</b>	<b>25.2%</b>	
LAIF	\$7,759,489	0.8%	\$219,724	\$7,539,765	0.9%	\$65 million
CAMP	\$94,887,739	9.8%	\$62,289,017	\$32,598,722	3.8%	100%
San Bernadino County Pool	\$568,125,316	58.9%	\$67,054,358	\$501,070,958	58.1%	100%
Money Market Funds	\$11,001,409	1.1%	\$641,182	\$10,360,227	1.2%	20%
Collateralized Deposits	\$55,623,596	5.8%	(\$38,053,642)	\$93,677,239	10.9%	100%
<b>Totals</b>	<b>\$964,521,742</b>	<b>100.0%</b>	<b>\$101,687,408</b>	<b>\$862,834,334</b>	<b>100.0%</b>	



Notes:  
1. End of quarter trade-date market values of portfolio holdings.

## Portfolio Overview



Source: PFMAM Monthly Reports. Portfolio Composition and Credit Quality Distribution are as of December 31, 2023. End of quarter trade-date market values of portfolio holdings. All securities held in the Authority's portfolio carry the credit ratings required by Authority's investment policy from at least one rating agency.

Attachment: Finance PowerPoint - PDF (10556 : Revise Investment Policy No. 20100 & Investment Portfolio Update)

## Performance Overview

### Portfolio Performance: Book Return and Yield (excluding TDA)

Book Return <sup>1,2,3,4,5,6</sup>	Quarter Ended December 31, 2023	Past 1 Year	Past 3 Years	Past 5 Years	Since Inception
<b>SBCTA (PFMAM)</b>	<b>0.77%</b>	<b>2.65%</b>	<b>1.83%</b>	<b>1.87%</b>	<b>1.97%</b>
San Bernardino County Pool	0.98%	3.54%	1.91%	1.87%	1.66%
LAIF	0.96%	3.37%	1.59%	1.70%	1.49%
Weighted Average Book Return	0.85%				

Effective Duration <sup>6</sup>	December 31, 2023	December 31, 2022	SBCTA (PFMAM) Yields <sup>7</sup>	December 31, 2023	December 31, 2022
<b>SBCTA (PFMAM)</b>	<b>1.05</b>	<b>1.19</b>	Yield at Market	<b>4.94%</b>	4.61%
San Bernardino County Pool	1.20	1.21	Yield at Cost	<b>3.92%</b>	2.01%
LAIF	0.63	0.79	<b>Apportionment Rates<sup>8</sup></b>		
Weighted Average Duration	1.09	1.19	LAIF	<b>4.00%</b>	2.07%
			San Bernardino County Pool	<b>3.90%</b>	1.66%

### Portfolio Performance: Total Return

Total Return <sup>8,9,10,11,12,13</sup>	Quarter Ended December 31, 2023	Past Year	Past 3 Years	Past 5 Years
<b>SBCTA (PFM)</b>	<b>2.05%</b>	<b>4.66%</b>	<b>0.57%</b>	<b>1.60%</b>
ICE BofAML U.S. Treasury Index <sup>5</sup>	2.49%	4.26%	-0.03%	1.30%

Notes:

1. Book return on trade date basis, gross (i.e., before fees), in accordance with the CFA Institute's Global Investment Performance Standards (GIPS).
2. Quarterly returns are presented on an unannualized basis. Performance numbers for one year and greater are presented on an annualized basis.
3. Weighted average book return calculation is based on the December 31, 2022 and 2023 balances in the San Bernardino County Pool and LAIF and the quarterly apportionment rates.
4. Performance inception date is June 30, 2006.
5. Book return includes realized gains/losses and interest income for the period measured. Returns for LAIF are based on the pool's apportionment rate. Returns for the County Pool for the current quarter are based on an estimate of the pool's apportionment rate.
6. Return and duration calculations exclude Short-Term, CAMP, and LAIF, San Bernardino County, TDA, and collateralized deposit balances.
7. Yield calculation excludes the Short-Term, CAMP, LAIF, the San Bernardino County Pool, money market fund, and collateralized bank deposits.
8. Total return on trade date basis, gross (i.e., before fees), in accordance with the CFA Institute's Global Investment Performance Standards (GIPS).
9. Quarterly returns are presented on an unannualized basis. Performance numbers for one year and greater are presented on an annualized basis.
10. Performance inception date is June 30, 2006.
11. Total return includes realized gains/losses and interest income as well as the market value fluctuations of the portfolio's securities for the period measured.
12. Since 6/30/18, the portfolio benchmark has been the ICE BofAML 1-3 U.S. Treasury Index. Between 6/30/18 and 6/30/13, the portfolio benchmark was the ICE BofAML 1-5 U.S. Treasury Index. Prior to 6/30/13, there was no benchmark.
13. Total return and duration calculations excludes Short-Term, CAMP, and LAIF, San Bernardino County, TDA, and collateralized deposit balances.

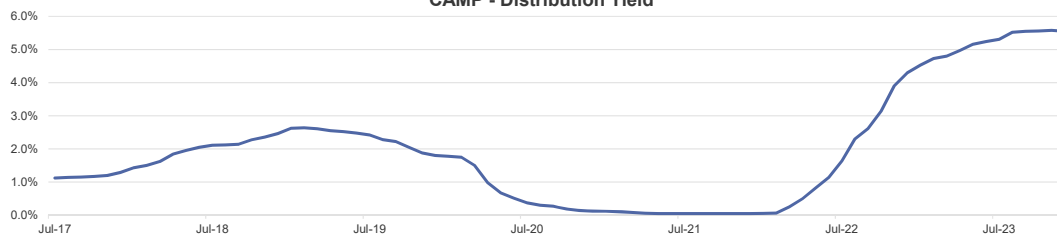
## CAMP Yield Information

Current 7-Day Yield <sup>1</sup>	December 31, 2023
<b>CAMP Pool</b>	<b>5.56%</b>

Average Distribution Yield <sup>3,4</sup>	Quarter Ended December 31, 2023	Past 1 Year	Since Inception
<b>CAMP Pool</b>	<b>5.56%</b>	<b>5.21%</b>	<b>1.94%</b>

### CAMP - Distribution Yield



Notes:

1. The current seven-day yield of the CAMP Cash Reserve Portfolio may, from time to time, be quoted in reports, literature and advertisements published by the Trust. The current seven-day yield, also known as the current annualized yield, represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a balance of one share (normally \$1.00 per share) over a seven-day base period expressed as a percentage of the value of one share at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. Past performance is not indicative of future results and yields may vary.
2. The monthly distribution yield represents the net change in the value of a hypothetical account with a value of one share (normally \$1.00 per share) resulting from all dividends declared during a month by the Pool expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month. The monthly distribution yields are sourced from CAMP's website at: <https://www.camponline.com>.
3. The average yield for the CAMP Pool (the "Pool") for any period is the average of the monthly distribution yields for that period.
4. The since inception date is July 2017 when the operating account was opened.

## Disclaimer

Investment advisory services are provided by PFM Asset Management LLC ("PFMAM"), an investment adviser registered with the U.S. Securities and Exchange Commission and a subsidiary of U.S. Bancorp Asset Management, Inc. ("USBAM"). USBAM is a subsidiary of U.S. Bank National Association ("U.S. Bank"). U.S. Bank is a separate entity and subsidiary of U.S. Bancorp. U.S. Bank is not responsible for and does not guarantee the products, services or performance of PFMAM. The information contained is not an offer to purchase or sell any securities. Additional applicable regulatory information is available upon request.

For more information regarding PFMAM's services please visit [www.pfmam.com](http://www.pfmam.com).



## *Minute Action*

AGENDA ITEM: 9

***Date:*** May 1, 2024

***Subject:***

Renewal of Annual Insurance Policies & Increase for Interstate 10 Express Lanes

***Recommendation:***

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

A. Authorize the Enterprise Risk Manager to approve and execute binding insurance coverage for the existing coverages and limits through the policies and premiums up to 10% over the estimate of \$667,881, and authorize the Executive Director, or his/her designee, to bind the policies should the amount exceed \$734,669, for the periods of July 1, 2024 through June 30, 2025, for Cyber Liability, Workers' Compensation, Property, and Employee Crime; and September 29, 2024 through September 28, 2025, for Commercial General Liability and Excess Liability.

B. Authorize the Enterprise Risk Manager to approve and execute binding insurance coverage for the Express Lanes through the policies and premiums up to 10% over the estimate of \$800,000, and authorize the Executive Director, or his/her designee, to bind the policies should the amount exceed \$880,000, for the period of July 1, 2024 through September 28, 2025.

C. Authorize the issuance of Purchase Orders to process payments for securing the insurance policies.

\* Start date for Express Lane coverage will be the date the Express Lanes are completed and may be later than July 2024.

***Background:***

The San Bernardino County Transportation Authority (SBCTA) utilizes a Board-approved insurance broker for procurement of insurance related products. The current Board-approved broker is Alliant Insurance Services, Inc., (Alliant) under Contract No. 23-1002957. Alliant assists SBCTA with marketing and securing the annual insurance policies.

The majority of SBCTA's insurance program renews every July 1<sup>st</sup> and the following insurance policies are set to expire on June 30, 2024: Cyber Liability, Workers' Compensation, Property, and Employee Crime. SBCTA's Commercial General Liability and Excess Liability policies will not expire until September 29, 2024. For this renewal, SBCTA has directed Alliant to obtain premium indicators for the same program structure as purchased last year, which includes Workers' Compensation, Commercial General Liability, Excess General Liability, Automobile Liability, Cyber Liability, Employment Practices Liability, Employee Crime Liability, and coverage for Public Officials Errors and Omissions Liability, and to explore risk pools and insurance products available in the current market. Further, with the completion of the Express Lanes during the upcoming policy period and the California Department of Transportation (Caltrans) requirement for minimum liability insurance limits that exceed the current limits carried by SBCTA, staff will be exploring an increased liability limit of \$25,000,000. The current limit carried is \$10,000,000.

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

Board of Directors Agenda Item

May 1, 2024

Page 2

As of today, premium quotes are not yet available for SBCTA's Cyber Liability, Workers' Compensation, Property, or Crime policy renewals, nor for the Commercial General Liability and Excess Liability policy renewals. Alliant is estimating the renewal premiums at \$667,882 to renew the existing program and up to an additional \$800,000 to add the Express Lanes coverage in compliance with Caltrans' minimum insurance limit of \$25,000,000. Alliant's estimate is based on their knowledge of the current market, their experience with the renewals of other public sector clients, as well as conversations with the underwriting community. The estimate represents an 18% increase from last year's premium of \$564,256. The increase can be attributed to an overall continued tightening of the insurance market, reduced market capacity, upward trends in national jury verdicts, the number of times SBCTA is named a defendant, an increase in the number of SBCTA employees, and carriers' desire to shy away from California public entities.

Alliant reached out to eight insurance carriers ("carriers") as part of the marketing effort for SBCTA's insurance program. Carriers that were approached for bids were selected on the basis of their historical premium rates, coverage criteria, and underwriting background. In addition, carriers were required to have experience with public agencies, adequate financial reserves, and a rating by AM Best Company of excellent or better. Interviews were conducted with several of the carriers. Alliant anticipates receipt of quotes from two of the carriers by the end of June, and the other six carriers declined to quote.

The table on the following page provides a summary of the current year premiums and estimates for Fiscal Year 2024/2025.

San Bernardino County Transportation Authority			
2024 - 2025 Premium Projections (as of March 2024)			
		2023/2024	2024/2025
Excess Liability: (General, Automobile, Public Officials E&O, Employment Practices) Policy Limits: \$10 Million (\$50k Deductible)			
Primary \$5M (SLIP)	Premium:	\$ 216,261.36	\$ 259,513.63
\$5M x \$5M	Premium:	\$ 90,798.40	\$ 108,958.08
<b>\$10M limit</b>	<b>Premium:</b>	<b>\$ 307,060</b>	<b>\$ 368,472</b>
Cyber Liability (Information Security/Tech E&O, Data Breach) Policy Limits: \$2 Million Per Member Limit of Liability			
	Premium:	\$ 15,430	\$ 23,100
Workers Compensation Policy Limits: Statutory for WC and \$1Million for Employers Liability			
	Estimated Annual Payroll	\$ 10,931,548	\$ 11,259,494
	Avg. Rate:	\$ 0.418	\$ 0.438
	Premium:	\$ 45,645	\$ 49,365
Property			
	Total Insured Values	\$ 129,100,406	\$ 135,555,426
	Avg. Rate:	\$ 0.1357	\$ 0.1493
	Premium:	\$ 175,200	\$ 202,356
Property: Vacant Dwellings			
	Total Insured Values	\$ 1,225,640	\$ 1,286,922
	Avg. Rate:	\$ 0.9361	\$ 1.0297
	Premium:	\$ 11,473	\$ 13,252
Crime (Employee Dishonesty, Employee Theft) Policy Limits: \$10 Million			
	EE Count	108	108
	Premium	\$ 9,448	\$ 11,338
<b>Total Premium</b>		<b>\$ 564,256</b>	<b>\$ 667,881</b>

SBCTA staff recommends securing these insurance policies as they are necessary to protect the agency from significant losses, and proper insurance coverage is a requirement of the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan that was secured for the Interstate 10 (I-10) Corridor Contract 1 Project. Further, staff recommends that when the Express Lanes are completed, the additional liability coverage be secured to comply with Caltrans’

Board of Directors Agenda Item

May 1, 2024

Page 4

minimum coverage requirement of \$25,000,000, at an estimated additional cost of up to \$800,000.

Due to the changing insurance market conditions, these estimated premiums may be exceeded; therefore, staff is requesting to bind the coverages equal to the existing program even if the cost exceeds the estimate of \$667,881. Further, staff is requesting authority to bind the Express Lanes coverage, upon completion of the Express Lanes for an additional \$800,000. If the premium(s) exceed this estimate by more than 10%, binding will require approval from the Executive Director. Staff will work to stay within the lower limit, but it is critical that coverage continue uninterrupted. If the lower limit estimate is exceeded, staff will return to the Board and report the actual cost, and all of the efforts undertaken to minimize said cost.

**Financial Impact:**

This item has no financial impact on the adopted Budget for Fiscal Year 2023/2024. The recommended amounts are included in the proposed Budget for Fiscal Year 2024/2025.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 10, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item.

**Responsible Staff:**

Steven Keller, Enterprise Risk Manager

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:



## *Minute Action*

AGENDA ITEM: 10

***Date:*** May 1, 2024

***Subject:***

Hewlett Packard Enterprise Company-Award Purchase Order for Servers and SAN Replacement

***Recommendation:***

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

- A. Approve Purchase Order No. 4002448 with Hewlett Packard Enterprise Company for the Server and Storage Area Network (SAN) Upgrade in an amount not-to-exceed \$117,000.
- B. Approve contingency in the amount of \$11,700 for Purchase Order No. 4002448 and authorize the Executive Director, or his/her designee, to release contingency as necessary for the project.

***Background:***

Recognizing that the server and storage area network (SAN) equipment hosting the virtual server environment in use at San Bernardino County Transportation Authority (SBCTA) is nearing its end of life, SBCTA engaged with the Network Support vendor to provide recommendations on replacement.

Following a thorough evaluation, staff recommends continued partnership with Hewlett Packard Enterprise Company (HP). This recommendation is made to ensure the continuity and reliability of SBCTA's infrastructure, as well as to leverage the existing familiarity and compatibility with HP technology. This strategic approach not only addresses SBCTA's immediate infrastructure needs, it also aligns with long-term goals of efficiency, cost-effectiveness, and technological innovation.

In accordance with SBCTA Policy 11000, the acquisition of the new Hewlett Packard server and SAN equipment will be conducted as a "piggyback" under the terms of the National Association of State Procurement Officials (NASPO) contract. This approach ensures compliance with SBCTA Policy 11000, Section VI.B and leverages pre-negotiated pricing and terms, thereby maximizing the efficiency and value of the procurement process.

Conclusively, staff recommends HP be awarded Purchase Order No. 4002448 in an amount not-to-exceed \$117,000, for a term through May 1, 2025, and in addition, approve a contract contingency for a not-to-exceed amount of \$11,700 and authorize the Executive Director, or his/her designee, to release contingency as necessary.

***Financial Impact:***

The Project is included in the adopted Budget for Fiscal Year 2023/2024 and funded with indirect budget funds in Program 01, General Government.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 10, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft amendment.

***Responsible Staff:***

Matt Farokhmanesh, Chief of Information Technology

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item  
May 1, 2024  
Page 2

---

Approved  
Board of Directors  
Date: May 1, 2024  
Witnessed By:

San Bernardino County Transportation Authority

**STATE OF CALIFORNIA  
PARTICIPATING ADDENDUM NUMBER 7-19-70-46-02  
AMENDMENT 2**

Copiers and Managed Print Services  
Colorado NASPO ValuePoint Master Agreement Number 140596  
**HP Inc. dba HP Computing and Printing Inc. (Contractor)**

The parties mutually agree to amend Participating Addendum 7-19-70-46-02 as follows:

- 1) Agreement is extended from December 31, 2022 to July 31, 2024. **Section 2. TERM, subparagraph A** is revised to read as follows:
  - A. The term of this Participating Addendum shall begin upon signature approval by the State and will end July 31, 2024, or upon termination by the State, whichever occurs first.
- 2) **Section 21. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

**21. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

**Participating Addendum 7-19-70-46-02  
Amendment 2**

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

**STATE OF CALIFORNIA**

Department of General Services

*Agency Name*

Julie Matthews 11/29/2022  
*Authorized Signature Date Signed*

Julie Matthews, MAU2 Supervisor

*Printed Name/Title of Person Signing*

707 Third Street  
West Sacramento, CA 95605

*Address*

**CONTRACTOR**

HP Inc. dba HP Computing and Printing Inc.

*Contractor Name*

Catherine Bingham 11/2/2022  
*Authorized Signature Date Signed*

Catherine Bingham, Contract Specialist

*Printed Name/Title of Person Signing*

1501 Page Mill Road  
Palo Alto, CA 94304

*Address*

Attachment: NASPO Contract (10560 : Hewlett Packard Enterprise Company-Award Contract, Servers and SAN Replacement)

**STATE OF CALIFORNIA**  
**PARTICIPATING ADDENDUM NUMBER 7-19-70-46-02**  
**AMENDMENT 1**

Copiers and Managed Print Services  
Colorado NASPO ValuePoint Master Agreement Number 140596  
**HP Inc. dba HP Computing and Printing Inc. (Contractor)**

The parties mutually agree to amend Participating Addendum 7-19-70-46-02 as follows:

**Section 2. TERM, subparagraph A** is revised to read as follows:

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end December 31, 2022, or upon termination by the State, whichever occurs first.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.


IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

**STATE OF CALIFORNIA**

**CONTRACTOR**

Department of General Services

*Agency Name*



11/29/2021

*Authorized Signature*

*Date Signed*

Stephanne Lim, MAU2 Supervisor

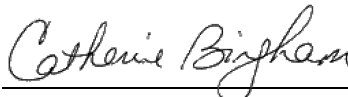
*Printed Name/Title of Person Signing*

707 Third Street  
West Sacramento, CA 95605

*Address*

HP Inc. dba HP Computing and Printing, Inc.

*Contractor Name*



Nov 17, 2021

*Authorized Signature*

*Date Signed*

Catherine Bingham, Contract Administrator

*Printed Name/Title of Person Signing*

1501 Page Mill Road  
Palo Alto, CA 94303

*Address*

Attachment: NASPO Contract (10560 : Hewlett Packard Enterprise Company-Award Contract, Servers and SAN Replacement)

**STATE OF CALIFORNIA**  
**PARTICIPATING ADDENDUM NUMBER 7-19-70-46-02**  
 Copiers and Managed Print Services  
 Colorado NASPO ValuePoint Master Agreement Number 140596  
**HP Inc. dba HP Computing and Printing Inc. (Contractor)**

This Participating Addendum Number 7-19-70-46-02 is entered into between the state of California, Department of General Services (hereafter referred to as "State" or "DGS") and HP Inc. dba HP Computing and Printing Inc. (hereafter referred to as "Contractor") under the lead state of Colorado NASPO ValuePoint Master Agreement Number 140596.

**1. SCOPE**

- A. This Participating Addendum covers the purchase of Copiers and Managed Print Services under the Colorado NASPO ValuePoint Master Agreement. The Colorado NASPO ValuePoint Master Agreement Number 140596 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The State Agency Listing (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Colorado NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

**2. TERM**

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end December 31, 2021, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

## Participating Addendum 7-19-70-46-02

### 3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.
- 1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the DGS Procurement Division website (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).
  - 2) Cloud Computing Software as a Service (SaaS) General Provisions effective 6/7/2019. This document can be viewed on the DGS Procurement Division website (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).
  - 3) Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18. This document can be viewed on the DGS Procurement Division website (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).

### 4. ORDER OF PRECEDENCE

- A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:
- 1) California Participating Addendum Number 7-19-70-46-02
  - 2) Colorado NASPO ValuePoint Master Agreement Number 140596
  - 3) Colorado Solicitation RFP-NP-18-001 including all Addendums
  - 4) Contractor's response to the Colorado Solicitation

### 5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product and service offerings from the Colorado NASPO ValuePoint Master Agreement Number 140596 are allowed under this Participating Addendum:
- 1) Group A - A3 Multifunction Devices
  - 2) Group B - A4 Multifunction Devices
  - 3) Group D - Single-function Printers
  - 4) Group E - Large/Wide Format Equipment
  - 5) Group F - Scanners
  - 6) Managed Print Services may be provided on Groups A - F

**Participating Addendum 7-19-70-46-02**

**6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES**

A. The following products or services are prohibited for purchase by state agencies under this Participating Addendum. These restrictions do not apply to local governmental entities.

- 1) Leasing and Rental Options
- 2) Products:
  - a) Remanufactured Equipment
  - b) Imaging equipment that does not meet or exceed Electronic Product Environmental Assessment Tool (EPEAT) Silver
  - c) Imaging equipment that is not Energy Star certified
  - d) Software containing "Clickwrap" Agreements
  - e) Not Specifically Priced (NSP) items not listed or priced in NVP Price Lists
- 3) Services:
  - a) Mail Room Services
  - b) Network and Data Security
  - c) Records Management

B. Product and service categories available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State agencies without an exemption. State agencies are responsible for obtaining an exemption from DGS prior to issuing a purchase order. This restriction is not applicable to local governments.

**7. PRICING**

Contractor is responsible for maintaining a current Price List of available products and services on the NASPO ValuePoint Copiers and Managed Print Services website.

**8. CONTRACTOR SUPPLEMENTAL DOCUMENTS**

Pursuant to the terms and conditions incorporated into this Participating Addendum, Contractor Supplemental Documents attached to the Colorado NASPO ValuePoint Master Agreement as Attachment A through Attachment D, shall be negotiated to the mutual agreement of the Contractor and ordering agency and attached to the purchase/contract document.

**9. AUTHORIZED RESELLERS**

- A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.
- 1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products offered under this Participating Addendum.



**Participating Addendum 7-19-70-46-02**

- 2) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
  - 3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.
- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
  - C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
  - D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.
  - E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.
  - F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

**10. SUBCONTRACTORS**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.
- B. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on the Bidder Declaration, GSPD-05-105, provided to ordering agencies at the time an order is quoted.
- C. As the prime contractor, Contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and State Participating Addendum.

**Participating Addendum 7-19-70-46-02**

- D. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

**11. ORDERING AGENCY RESPONSIBILITIES**

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

**12. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)**

- A. State agencies are required to report purchases made within eleven product categories in the California Department of Resources Recycling and Recovery's SABRC per Public Contract Code Sections 12200-12217.
- B. Contractor will be required to complete and return a Recycled-Content Certification form (<https://www.calrecycle.ca.gov/contracts/forms>) upon request by the state agency.

**13. DELIVERY**

- A. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- B. F.O.B. (Free On Board) Destination

**14. INVOICING AND PAYMENT**

- A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with IT Commodities General Provisions Paragraph 30 (Required Payment Date).
- B. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government code Section 927 et.seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- C. Invoices shall be sent to the address identified in the ordering agency's purchase order. The State Participating Addendum Number and ordering agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.

**Participating Addendum 7-19-70-46-02**

- D. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

**15. USAGE REPORTING**

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The DGS Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Agreement.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS Cooperatives mailbox (PDCooperatives@dgs.ca.gov).
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- H. Time extensions may be approved only if all due reports have been submitted to the State.

**16. ADMINISTRATIVE FEE**

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

**Participating Addendum 7-19-70-46-02**

C. Administrative fee checks shall be submitted to:

State of California  
 Department of General Services, Procurement Division  
 Attention: Cooperative Agreement Program  
 707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, MS 2-202  
 West Sacramento, CA 95605

- D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

**17. CONTRACT MANAGEMENT**

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Debra Lee
Phone:	(847) 537-0344
Fax:	(847) 572-1336
Email	debra.lee@hp.com
Address:	HP Inc. dba HP Computing and Printing Inc. 10300 Energy Dr. Spring, TX 77389

**Participating Addendum 7-19-70-46-02**

- B. The State Contract Administrator for this Participating Addendum shall be as follows:

<b>State</b>	<b>Contract Administrator</b>
Name:	Yolanda Tutt
Phone:	(916) 375-4408
Email	Yolanda.Tutt@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

**18. TERMINATION OF AGREEMENT**

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

**19. AMENDMENT**

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

**20. AGREEMENT**

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or

Participating Addendum 7-19-70-46-02

amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

- B. By signing below Contractor agrees to offer the same products/and or services as on the Colorado NASPO ValuePoint Master Agreement Number 140596, at prices equal to or lower than the prices on that contract.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

Department of General Services

Agency Name [Signature] 12-20-19

Authorized Signature Date Signed

[Signature] Manager MADS

Printed Name/Title of Person Signing

707 Third Street West Sacramento, CA 95605

Address

CONTRACTOR

HP Inc. dba HP Computing and Printing Inc.

Contractor Name [Signature] 12/10/19

Authorized Signature Date Signed

[Signature] Contracts Admin

Printed Name/Title of Person Signing

1501 Page Mill Road Palo Alto, CA 94303

Address

Attachment: NASPO Contract (10560 : Hewlett Packard Enterprise Company-Award Contract, Servers and SAN Replacement)

RECEIVED  
DEPT. OF GENERAL SERVICES  
PROCUREMENT DIVISION

2019 DEC 11 PM 2:11

Attachment: NASPO Contract (10560 : Hewlett Packard Enterprise Company-Award Contract, Servers and SAN Replacement)

Participating Addendum 7-19-70-46-02  
Attachment A  
Sheet 1 of 2  
Usage Report:

Contract Number:	_____
Contractor:	_____
Reporting Period:	_____
Report Value:	_____
Administrative Fee:	_____

Ordering Agency Name	State/Local Spend	Purchase Order / Service Contract Number	Order Date	Category/ Group	Manufacturer Part Number (OEM #)	Item Description	Unit of Measure	Quantity in Unit of Measure	Quantity	List Price/MS RP	Contract Unit Price	Extended Contract Price Paid	Index Date / Catalog Version

Attachment: NASPO Contract (10560 : Hewlett Packard Enterprise Company-Award Contract, Servers and



Usage Report (Template Key)

Contract Number: \_\_\_\_\_  
 Contractor: \_\_\_\_\_  
 Reporting Period: \_\_\_\_\_  
 Report Value: \_\_\_\_\_  
 Administrative Fee: \_\_\_\_\_

Column Number	Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K	Column L	Column M
Column Name	Ordering Agency Name	State/Local Spend	Purchase Order / Service Contract Number	Order Date	Category/ Group	Manufacturer Part Number (OEM #)	Item Description	Unit of Measure	Quantity	List Price/MSRP	Contract Unit Price	Extended Contract Price Paid	Index Date / Catalog Version
<b>Description</b>	State Agency or Local Government name as described on the purchase document	Identify ordering agency as a "State" or "Local Government" entity, as applicable.	Ordering agency's unique purchase order or service contract number associated with item(s) purchased.	Date the ordering agency placed the order.	Category/Group for each line item (commodity/ service) that includes Contractor respective percent discount off MSRP.  This identifier should match the identifier provided in the Contractor's specific Control Set	Manufacturer's unique identifier for the line item.	Information about commodity/service purchased. Narrative should be descriptive enough to validate consistency with the Category/ Group ID stated in Column E	Packaging unit descriptor (i.e. each, box, dozen, case, lbs, pallet etc.).	Quantity purchased for each line item. All returned items are reported as a negative number. For service contracts, identify term in months.	An independently verifiable public price (MSRP) available to the general public.  When providing usage reports, this information should reflect list prices at time of order.	This is the price paid for given line item	Total Price ( Quantity X Contract Unit Price ); ( Column J x Column L )	Price or catalog effective date. Helps DGS track index price changes (historical frame of reference)
<b>Format</b>	Text	Text	Variable Characters	Date	Variable Characters	Variable Character	Variable Character	Variable Character	Number	Currency	Currency	Currency	Date / Variable Character
<b>Example</b>	Department of General Services	State	2832820	4/30/2013	5.2.1	ISINK34	Application Services	EA	1	\$55.00	\$48.95	\$48.95	7/19/2012
<b>Example</b>	Department of General Services	State	2832820	4/30/2013	5.3.1	Annual Maintenance	3-year Maintenance	EA	1	\$300	\$270.00	\$810.00	7/19/2012
<b>Example</b>	Department of General Services	State	2832820	4/30/2013	5.3.1	IS330AI + SP10	1-year Maintenance	EA	1	\$48.00	\$24.96	\$898.56	7/19/2012

Attachment: NASPO Contract (10560 : Hewlett Packard Enterprise Company-Award Contract, Servers and

**Hewlett Packard  
Enterprise**

## Quote summary

Quote ID: NQ06671425-02

**In reply to your request:** San Bernardino CTA 02012024 dHCI 5010 42  
**Date:** March 4, 2024  
**Terms:** NT30 AFTER INVOICE DATE  
**Quote Segment:** SLED  
**Contract ID:** 7-23-70-55-03-CA  
**Estimated Delivery Time:** 71 - 89Days

**Expires On:** June 3, 2024  
**RFQ #:**  
**HPE Sales Contact:** Kurt Lovett  
**Phone:** +1 858 3449970  
**Fax:**  
**Email:** kurt.lovett@hpe.com

Estimated Delivery Time is purely an estimate. It can materially change based on when the order is placed and the ongoing evolving material supply situation.

## Customer details

**Sold To Address:** San Bernardino County Transportation Authority  
 1170 W 3RD ST FL 2  
 SAN BERNARDINO, California, 92410-1724  
 US  
 Matt Farokhmanesh  
 909-884-8276  
 mfarokhmanesh@gosbcta.com

**Ship To Address:** San Bernardino County Transportation Authority  
 1170 W 3RD ST FL 2  
 SAN BERNARDINO, California, 92410-1724  
 US

## Solution Overview

Solution	Net Price
Hardware	68,128.15
Software	9,423.02
Support	24,415.23
Installation	13,433.60
Services, Training, & Other	1,600.00
Sub-total	USD 117,000.00
Shipping and Handling Estimated	USD 0.00
Total weight	299.833 Kg
Grand Total:	USD 117,000.00

## Submit Purchase Order To:

**Email PO to:** [US-SLED-ORDERS@hpe.com](mailto:US-SLED-ORDERS@hpe.com)

**HPE Contact**

**Phone:**  
**Fax Number:**  
**Email:**  
**Address:**

**Following are required with PO submissions to HPE:**

- Hewlett Packard Enterprise listed as the Vendor
- Bill-to & ship-to addresses, End User name and address
- PO # with valid HPE quote # (incl. Contract ID where applicable)
- HPE Purchase Agreement # (if applicable)
- Contact name, phone # and email address
- Requested Delivery Date
- Tax Status (tax exemption requires a valid certificate)
- This quote contains electronic software and/or proactive support.  
This requires system manager name, email and phone

Attachment: NQ06671425-02 (10560 : Hewlett Packard Enterprise Company-Award Contract, Servers and SAN Replacement)

Quote details

The following structured solution is offered for sale with a defined configuration menu and solution adjustment. Changing the configuration may affect the offer.

Due to the level of special pricing provided in this quote, eligibility for flat support pricing at renewal is void.

No.	Qty	Product	Description	Ext Net Price	Estimated Delivery Time
CNFG	1	5136650486-02	San Bernardino CTA 02012024 dHCI 5010 42T 3N VMware 5YR 2nd	117,000.00	71 days
0100	1	R9Q10A	HPE NS dHCI w/ Alletra 5000 BC Trk	0.20	23 days
0200	3	P28948-B21	HPE DL360 Gen10+ 8SFF NC CTO Svr	3,933.66	23 days
	3	P28948-B21#ABA	DL360 Gen10 Plus 8SFF CTO Server	0.00	23 days
0201	3	P36926-B21	INT Xeon-G 6336Y CPU for HPE	8,092.83	23 days
	3	P36926-B21#0D1	Factory Integrated	0.00	23 days
0202	36	P06033-B21	HPE 32GB 2Rx4 PC4-3200AA-R Smart Kit	7,842.24	23 days
	36	P06033-B21#0D1	Factory Integrated	0.00	23 days
0203	3	P26427-B21	HPE DL360 Gen10+ 8SFF SAS/SATA BC BP Kit	216.09	23 days
	3	P26427-B21#0D1	Factory integrated	0.00	23 days
0204	3	P12965-B21	HPE NS204i-p Gen10+ Boot Ctrlr	1,017.96	23 days
	3	P12965-B21#0D1	Factory Integrated	0.00	23 days
0205	3	P26262-B21	BCM 57414 10/25GbE 2p SFP28 Adptr	949.35	23 days
	3	P26262-B21#0D1	Factory Integrated	0.00	23 days
0206	3	P10115-B21	BCM 57414 10/25GbE 2p SFP28 OCP3 Adptr	904.44	23 days
	3	P10115-B21#0D1	Factory Integrated	0.00	23 days
0207	3	P26477-B21	HPE DL36x Gen10+ High Perf Fan Kit	490.20	23 days
	3	P26477-B21#0D1	Factory integrated	0.00	23 days

Attachment: NQ06671425-02 (10560 : Hewlett Packard Enterprise Company-Award Contract, Servers and SAN Replacement)

No.	Qty	Product	Description	Ext Net Price	Estimated Delivery Time
0208	6	P38995-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	662.10	23 days
	6	P38995-B21#0D1	Factory Integrated	0.00	23 days
0209	3	BD505A	HPE iLO Adv 1-svr Lic 3yr Support	716.10	23 days
	3	BD505A#0D1	Factory Integrated	0.00	23 days
0210	3	867998-B21	HPE 1U Gen10 Bezel Kit	94.71	23 days
	3	867998-B21#0D1	Factory Integrated	0.00	23 days
0211	3	875519-B21	HPE Bezel Lock Kit	101.43	23 days
	3	875519-B21#0D1	Factory Integrated	0.00	23 days
0212	3	P13771-B21	HPE Gen10 Plus TPM BR Module Kit	53.19	23 days
	3	P13771-B21#0D1	Factory Integrated	0.00	23 days
0213	3	P14604-B21	HPE Gen10+ Intrusion Detection Kit	70.92	23 days
	3	P14604-B21#0D1	Factory Integrated	0.00	23 days
0214	3	P26479-B21	HPE DL360 Gen10+ High Perf Heat Sink Kit	171.00	23 days
	3	P26479-B21#0D1	Factory integrated	0.00	23 days
0215	3	P26485-B21	HPE DL300 G10+ 1U SFF Easy Inst Rail Kit	240.27	23 days
	3	P26485-B21#0D1	Factory integrated	0.00	23 days
0216	3	P26489-B21	HPE DL300 Gen10+ 1U CMA for Rail Kit	256.23	23 days
	3	P26489-B21#0D1	Factory integrated	0.00	23 days
0217	3	P35876-B21	HPE CE Mark Removal FIO Enable Kit	1.11	23 days
0218	3	R8E93A	HPE NS dHCI w/ Add Cust ESXi 7.0 FIO SW	0.78	23 days
0300	2	R0P77A	HPE SN2010M 18SFP28 4QSFP28 P2C TAA Swch	8,008.66	22 days
0400	8	JD089B	HPE X120 1G SFP RJ45 T Transceiver	2,317.92	31 days

Attachment: NQ06671425-02 (10560 : Hewlett Packard Enterprise Company-Award Contract, Servers and SAN Replacement)

No.	Qty	Product	Description	Ext Net Price	Estimated Delivery Time
0500	4	Q6M30A	HPE 10GbE SFP+ SR MM 300m XCVR	855.00	23 days
0600	4	845970-B21	HPE QSFP28 to SFP28 Adapter	471.80	23 days
0700	1	Q2F25A	HPE SN2100M Rack Installation Kit	405.21	79 days
0800	2	JL271A	HPE X240 100G QSFP28 1m DAC Cable	839.52	31 days
0900	16	844477-B21	HPE 25Gb SFP28 to SFP28 3m DAC	1,567.52	23 days
1000	4	QK734A	HPE Premier Flex LC/LC OM4 2f 5m Cbl	139.04	23 days
1100	1	HU4A6A5	HPE 5Y Tech Care Essential SVC	0.00	
	3	HU4A6A5#ZSA	HPE Proliant DL360 Gen10+ Support	13,658.10	
	3	HU4A6A5#R2M	HPE iLO Advanced Non Blade Support	112.35	
	2	HU4A6A5#W0P	HPE SN2010M 25GbE Switch Support	5,734.40	
1200	1	HA124A1	HPE Technical Installation Startup SVC	0.00	
	1	HA124A1#5WX	HPE Nimble Storage dHCI Base Deploy SVC	13,289.60	
1300	1	HB983A1	HPE Installation Comm Svrs Hourly SVC	144.00	
1400	20	H33XSA1	HPE Learn Credits for Compute IT SVC	1,600.00	
1500	1	R7L31A	HPE NS dHCI w/ Alletra 5010 CTO Array	7,340.20	23 days
1501	1	R3Q00A	HPE NS 2x25GbE 2p SFP28 FIO Adptr Kit	1,695.63	23 days
1502	1	R4U47A	HPE Alletra 5000 2.88TB FIO Cache Bdl	6,234.44	23 days
1503	1	R8F35A	HPE Alletra 5000 1.44TB FIO Cache Bdl	3,281.37	23 days
1504	2	Q8J27A	HPE NS C13 to C14 FIO Power Cord	0.52	23 days
1505	1	R4U42A	HPE Alletra 5000 42TB SAS FIO HDD Bdl	8,225.41	23 days
1506	1	R9X15A	HPE Alletra Tier 1 Storage Array Std Trk	0.22	23 days
1507	1	S2V19B	HPE AL STG 5000 2x 1200W Ti FIO PS Kit	1,647.76	23 days

Attachment: NQ06671425-02 (10560 : Hewlett Packard Enterprise Company-Award Contract, Servers and SAN Replacement)

No.	Qty	Product	Description	Ext Net Price	Estimated Delivery Time
1508	1	R8E98A	HPE NS dHCI NOS PG for ESXi 7.0 FIO SW	0.20	23 days
1600	1	S0L75AAE	HPE Alletra 5010 SW/Sup 5yr SaaS	8,705.94	20 days
1700	1	HU4A6A5	HPE 5Y Tech Care Essential SVC	0.00	
	1	HU4A6A5#ZDW	HPE NS 2x25GbE 2p SFP28 FIO Adp Kit Supp	1,104.32	
1701	1	HU4A6A5007D	HPE Alletra 5010 CTO Base Array Supp	772.06	
1702	1	HU4A6A5007M	HPE Alletra 5000 42TB SAS HDD Bdl Supp	1,354.04	
1703	1	HU4A6A5007S	HPE Alletra 5000 1.44TB FIO CachBdl Supp	579.37	
1704	1	HU4A6A5007T	HPE Alletra 5000 2.88TB FIO CachBdl Supp	1,100.59	
<b>Sub-Total:</b>				USD 117,000.00	
Shipping and Handling		Estimated	Total weight	299.833 Kg	USD 0.00
<b>Grand Total:</b>				USD 117,000.00	

Attachment: NQ06671425-02 (10560 : Hewlett Packard Enterprise Company-Award Contract, Servers and SAN Replacement)

## Terms & Conditions

---

Quote contains special discounts. Unless the customer has another valid agreement with Hewlett Packard Enterprise, this quotation is governed by Hewlett Packard Enterprise Customer Terms - Portfolio. A copy of these terms can be found on-line at <https://www.hpe.com/us/en/about/end-user-agreement-terms.html>

For inquiries regarding this quote please contact your HPE sales rep

\*If quoted herein, Remarketed Products are fully remanufactured and carry new product warranty. Purchase is subject to inventory availability at receipt order. Inventory may not be reserved. Hewlett Packard Enterprise reserves the right to substitute new components if appropriate, or to cancel orders by notifying the customer if necessary components are unavailable.

\*If quoted herein, Hewlett Packard Enterprise Promotions must be ordered as quoted, no substitutions will be allowed. POs must be received on or prior to the expiration date of the quote or special promotion whichever comes first.

\*If quoted herein, Hewlett Packard Enterprise Consignment/Demo equipment is currently at the location listed on this quote. Issuing a PO against this formal quotation will imply acceptance and delivery of the Consignment/Demo inventory. The standard warranty applicable to new equipment will apply. Some demo equipment may contain products that are remanufactured to be functionally equivalent to new. If this quote contains Non-HPE branded products, Non-HPE branded products receive warranty coverage as provided by the relevant third party supplier.

The terms and conditions of the NASPO ValuePoint Agreement as set forth in your Contract ID as referenced in your quote from HPE applies to any or placed as a result of this inquiry. No other terms and conditions shall apply. Please reference this contract when placing an order.

Attachment: NQ06671425-02 (10560 : Hewlett Packard Enterprise Company-Award Contract, Servers and SAN Replacement)



**STATE OF CALIFORNIA**  
**PARTICIPATING ADDENDUM NUMBER 7-23-70-55-03**  
 Computer Equipment, Peripherals & Related Services  
 Minnesota NASPO ValuePoint Master Agreement Number 23008  
**Hewlett Packard Enterprise Company (Contractor)**

This Participating Addendum Number 7-23-70-55-03 is entered into between the State of California, Department of General Services (hereafter referred to as “State” or “DGS”) and Hewlett Packard Enterprise Company (hereafter referred to as “Contractor”) under the lead state of Minnesota NASPO ValuePoint Master Agreement Number 23008.

**1. SCOPE**

- A. This Participating Addendum covers the purchase of computer equipment (desktops, laptops, tablets, servers, and storage, including related peripherals & services) under the Minnesota NASPO ValuePoint Master Agreement. The Minnesota NASPO ValuePoint Master Agreement is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The [State Agency Listing](https://www.ca.gov/agenciesall/) (https://www.ca.gov/agenciesall/) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Minnesota NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

**2. TERM**

- A. The term of this Participating Addendum shall begin February 1, 2024, or upon signature approval by the State whichever occurs later, and will end June 30, 2025, or upon termination by the State, whichever occurs first.
- B. Lead state amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be up to 120 days after the Participating Addendum expiration date.



## Participating Addendum 7-23-70-55-03

### 3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.
- 1) General Provisions – Information Technology (GSPD-401IT) effective 6/21/2022
  - 2) Cloud Computing Software as a Service (SaaS) General Provisions effective 6/21/2022
  - 3) Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/2018
- B. Terms can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts) (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts).

### 4. ORDER OF PRECEDENCE

- A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:
- 1) California Participating Addendum Number 7-23-70-55-03
  - 2) Minnesota NASPO ValuePoint Master Agreement Number 23008

### 5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product and service offerings from the Minnesota NASPO ValuePoint Master Agreement Number 23008 are allowed under this Participating Addendum:
- 1) Band 3, Servers and Storage

### 6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

- A. Configuration limits: The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at \$15,000 each, for a total purchase price of \$150,000)

ITEM	CONFIGURATION
Band 3	\$1,000,000
Peripherals	\$10,000
Services	Addressed in the customer specific Purchase Orders

- B. Services must be related to the procurement of equipment.

**Participating Addendum 7-23-70-55-03**

C. The following restrictions apply to state agency purchases under this Participating Addendum:

- 1) Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by state agencies without an exemption. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order.
- 2) Service-only purchases are disallowed. (Exception: Equipment maintenance service purchases are allowed).
- 3) Services that fall within the definition of “public works” as defined in Public Contract Code section 1101 and Labor Code section 1720 are disallowed under this Participating Addendum and must be procured by alternate means. This restriction is not applicable to local governments.
- 4) Leasing/rental is not allowed.
- 5) Professional services are not allowed.

**7. PRICING**

- A. Contractor’s pricing is outlined in the Minnesota NASPO ValuePoint Master Agreement Number 23008.
- B. Contractor shall notify the State Contract Administrator of any amendments and pricing adjustments approved and executed by the state of Minnesota.

**8. AUTHORIZED RESELLERS**

- A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.
  - 1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.
  - 2) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
  - 3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

**Participating Addendum 7-23-70-55-03**

- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
- C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the Participating Addendum. Contractors shall notify the State in writing of any deleted Authorized Resellers or changes to current Authorized Resellers' information at any time.
- E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.
- F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

**9. SUBCONTRACTORS**

- A. Nothing contained in this Participating Addendum or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.
- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on the Bidder Declaration (GSPD-05-105) provided to ordering agencies at the time an order is quoted.
- C. As the prime Contractor, Contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and Participating Addendum.
- D. Any subcontract in excess of \$25,000, entered into as a result of this Participating Addendum, shall contain all the provisions stipulated in this Participating Addendum to be applicable to subcontractors.

**Participating Addendum 7-23-70-55-03****10. ORDERING AGENCY RESPONSIBILITIES**

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.
- C. All purchase orders executed under this Participating Addendum shall include the Participating Addendum Number 7-23-70-55-03.

**11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)**

- A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.
- B. Contractor will be required to complete and return a [Postconsumer Recycled-Content Certification form](https://calrecycle.ca.gov/buyrecycled/stateagency/vendored/form74guide/) (<https://calrecycle.ca.gov/buyrecycled/stateagency/vendored/form74guide/>) upon request by the state agency.

**12. DELIVERY**

- A. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and Contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- B. Free On Board (F.O.B.) Destination, freight prepaid by the Contractor, to the ordering agency's receiving point.

**13. INVOICING AND PAYMENT**

- A. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

## Participating Addendum 7-23-70-55-03

**14. USAGE REPORTING**

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The State Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Participating Addendum.
- C. The report shall be an Excel spreadsheet transmitted electronically to the [DGS Cooperatives mailbox](mailto:PD Cooperatives@dgs.ca.gov) (PD Cooperatives@dgs.ca.gov).
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five (5) business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this Participating Addendum.
- H. Time extensions may be approved only if all due reports have been submitted to the State.

**15. ADMINISTRATIVE FEE**

- A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, returned products and credits. (For example, if the net sales for the reporting quarter totals \$100,000.00, the incentive fee due to DGS would be \$1,250.00.)
- B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- C. The administrative fee shall not be invoiced or charged to the ordering agency.

## Participating Addendum 7-23-70-55-03

- D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.
- E. Payment may be made in the form of an electronic payment using the [LPA Payment Portal website](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) or by submitting a check payable to the State of California, Department of General Services.
- F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Department of General Services  
Procurement Division  
Attn: MAPS Payment Processing  
707 Third Street, 2nd Floor  
West Sacramento, CA 95605

- G. Administrative fee payments are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this Participating Addendum.

### 16. CONTRACT MANAGEMENT

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Nancy Schwarz
Phone:	(480) 636-0267
Fax:	n/a
Email	nancy.schwarz@hpe.com
Address:	Hewlett Packard Enterprise Company Attn: Nancy Schwarz 1701 East Mossy Oaks Road Spring, TX 77389

## Participating Addendum 7-23-70-55-03

- B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Katelynne Leisenring
Phone:	(279) 946-8129
Email	katelynne.leisenring@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten (10) business days after the change.

### 17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible, and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

### 18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

### 19. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.



**Participating Addendum 7-23-70-55-03****20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**21. AGREEMENT**

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing this Participating Addendum, Contractor agrees to offer the same products/services available on the Minnesota NASPO ValuePoint Master Agreement Number 23008, at prices equal to or lower than the prices on that agreement.



Participating Addendum 7-23-70-55-03

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Hewlett Packard Enterprise Company

Agency Name

Contractor Name

Julie Matthews Digitally signed by Julie Matthews Date: 2024.01.11 07:28:38 -08'00' 1/11/2024

*Debra Laird* 12/19/2023

Authorized Signature Date Signed

Authorized Signature Date Signed

Julie Matthews, MAU2 Supervisor

Debra Laird, Manager, Contract Negotiations

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street West Sacramento, CA 95605

1701 East Mossy Oaks Road Spring, TX 77389

Address

Address

Attachment: California HPE PA#7-23-70-55-03 (10560 : Hewlett Packard Enterprise Company-Award Contract, Servers and SAN Replacement)

## *Minute Action*

AGENDA ITEM: 11

***Date:*** May 1, 2024

***Subject:***

San Bernardino Council of Governments Inland Regional Energy Network 2023/2024 Annual Activity Update

***Recommendation:***

Receive an update on the San Bernardino Council of Governments Inland Regional Energy Network activities from January 2023 through March 2024.

***Background:***

On January 9, 2019, the San Bernardino Council of 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 & Standards (C&S), Public Sector, and Workforce Education & 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.

The purpose of this report is to provide an update regarding the activities for the I-REN sectors from January 2023 through March 2024 in the SBCOG region for the following three I-REN sectors: C&S, Public Sector, and WE&T.

**I-REN Codes & Standards Sector update:**

The I-REN C&S Sector has the goal of providing no-cost educational resources to navigate Title 24 Part 6 of the Energy Code.

The I-REN C&S Sector has focused the strategy on three areas:

1. Supporting local jurisdiction building departments.
2. Engaging and supporting local builders and the building industry with the energy building codes.
3. Provide regional tools, training, and resources to promote energy codes.

During this period of time, the I-REN C&S team focused efforts on marketing the I-REN brand to the target C&S audience, developing relationships, and engagement with the base audience for the C&S offerings.

*Entity: San Bernardino Council of Governments*

**Highlights of the I-REN C&S activities included:**

- 13 C&S training courses were provided.
- 12 of the 13 courses offered the International Code Council Continuing Education Units and a total of 23 certificates were distributed to the SBCOG region participants.
- 35 SBCOG regional participants joined in the I-REN C&S training.
- I-REN C&S training earned a 99% satisfaction rate from the participants.
- 54% of participants strongly agreed that the training fulfilled 10 different measured metrics of satisfaction, such as training content being applicable to their jobs, easy to follow and understand, and increasing their energy code knowledge. An additional 45% agreed across all 10 training questions.
- Heat Pump Water Heaters for Building Departments was the highest rated training, with 95% of respondents strongly agreeing that it met all 10 evaluated satisfaction metrics.
- Launch of the “Ask an Energy Code Question” service, which allows building industry experts to request expert support on a specific code question.

**I-REN Public Sector update:**

The I-REN Public Sector Program offers no-cost energy support to public sector agencies who are served by either Southern California Edison or Southern California Gas in Riverside and San Bernardino counties. Recognizing that each public agency faces unique barriers to implementing energy projects, I-REN provides customized support to eligible agencies including:

- Providing local governments with support and resources to develop and implement their strategic energy plans and energy efficiency projects.
- Establishing one-on-one support for local governments’ energy efficiency projects.
- Developing or enhancing strategic energy plans to connect local government goals related to climate, resilience, and economic development to energy efficiency programs and adoption.

The I-REN Public Sector Team focused on creating tools and templates for effective service delivery, which included integrating member agency feedback collected from the I-REN orientation meetings and onboarding the agencies looking for immediate support. As announced during the May 3, 2023 Board meeting, the I-REN team provided nine in-person orientations throughout the San Bernardino County region.

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, the City of Yucaipa, City of Rialto, and the SBCOG Depot.

**Highlights of the I-REN Public Sector activities included:**

- Nine I-REN orientations were conducted throughout the San Bernardino region.
- 17 onboarding meetings took place with SBCOG member agencies.
- 25 SBCOG agencies joined the I-REN orientations with 56 participants.
- Two site visits were conducted for the SBCOG region.
- Two energy audits were conducted for the SBCOG region.
- One Energy Resilience Roadmap was drafted in the SBCOG region.
- Five Energy Resilience Roadmaps are in the queue for the SBCOG region.

### **Incentive Programs related to the I-REN Public Sector:**

One of the objectives of the I-REN public sector program is to help local governments afford and finance a range of energy efficiency upgrades. The I-REN budget includes \$10 million that can be used for this purpose. The I-REN site visits and project development work represent a gateway to gain access to this funding. The Public Sector program will implement this by providing incentives for savings based on Normalized Metered Energy Consumption (NMEC) achieved over three to five years. I-REN will offer a resource program with incentives for measures including but not limited to: Heating, Ventilation, and Air Conditioning (HVAC) tune ups and retrofits; exterior and interior lighting and smart controls; and operations and maintenance. The program is open to all public sector facilities including those operated by local county, city and town governments, special districts, and tribes. Program outreach will focus initially on public gathering spaces such as community and neighborhood centers, health and recreation centers, senior centers, teen centers, and libraries. Implementing energy efficiency projects at these locations will serve multiple goals, including but not limited to:

- Upgrades and retrofits to HVAC and lighting equipment both interior and exterior to improve comfort and safety at facilities that benefit vulnerable populations such as children, seniors, and low income, disadvantaged, and underserved communities.
- Higher efficiency equipment, appliances and controls such as cooling-dominated HVAC loads as well as improvements to operations and maintenance will lower energy bills for local governments, reducing overhead and freeing up funds for other projects.
- Completion of projects at these high-visibility locations will support achieving local and statewide energy efficiency and greenhouse gas reduction goals while also positioning local governments as energy efficiency leaders within their communities.

The program will use an NMEC approach to calculate savings and demonstrate persistence of savings. By using NMEC to calculate savings, the program will help protect against unrealized savings. Combined with technical assistance and reinforcement of operations and management best practices, public sector customers will experience maximized savings. In addition to the NMEC incentives, the existence of I-REN has opened up doors to other grant and incentive programs. Examples are provided below.

### **Grant and Incentive Funding Opportunities that Have Opened Up through I-REN**

The existence of I-REN has opened up opportunities to leverage the framework and communication channels for additional grant and incentive funding. The listing below represents several current opportunities that have arisen through the existence of I-REN, either directly or indirectly. Examples include:

- The Department of Energy deployed \$550 million in January 2023 Energy Efficiency and Conservation Block Grant funds designed to help states, local governments, and Tribes reduce energy use, reduce fossil fuel emissions, and improve Energy Efficiency. Of the \$550 million, a total of \$2.9 million was allocated to SBCOG member agencies in a formula allocation. Several eligible uses for these grant funds include but are not limited to: energy efficiency retrofits, renewable energy technologies on government buildings, traffic signals and street lighting. The I-REN Public Sector team has provided technical assistance to the SBCOG member agencies for this grant.

- The Environmental Protection Agency's (EPA's) Climate Pollution Reduction Grant (CPRG). Per Board direction, SBCTA/SBCOG took on the lead role for the effort to develop a Priority Climate Action Plan for the Inland Empire. A grant application was submitted to the EPA on March 29, 2024 with a request of just under \$200 million. More than half of the requested funding will be directed toward supporting implementation of energy efficiency improvements for public sector buildings, with a primary financial vehicle being a zero-interest revolving loan fund, similar to what has been implemented by WRCOG for its streetlight program. Electric vehicle charging stations are another component of the CPRG grant, with CVAG focusing primarily on residential energy efficiency in the Coachella Valley.
- The California Energy Commission is soliciting proposals for the Equitable Building Decarbonization Direct Install program from regional administrators. The regional administrator for the Southern California region is SoCal REN, which has been in operation well prior to I-REN. This is a residentially-focused grant opportunity that will benefit disadvantaged communities. It is not a loan program like the Home Energy Renovation Opportunity. Rather, it is a grant program that will provide incentive funding for qualifying homeowners, supported by a network of energy improvement analysts and contractors that are directed by SoCal REN. The role of I-REN and its partner agencies would be focused primarily on outreach to qualified homeowners. SBCTA/SBCOG is currently evaluating the limits of our role, as discussed at the April 3, 2024 Board meeting.
- Other state and federal grant funding opportunities have been identified through the communications network that I-REN has now become a part of. Each opportunity will require careful deliberation driven by Board policy direction. Different opportunities include the US Department of Transportation Charging and Fueling Infrastructure program and the state Solar on Multi-family Affordable Housing program.

#### **I-REN Workforce Education & Training Sector update:**

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. Below are some of the I-REN WE&T program activities that took place between January 2023 and March 2024:

#### **Highlights of the 2023/2024 I-REN WE&T Sector activities include:**

- Deployed five I-REN Energy Fellows in the SBCOG member agency region.
  - Attended 16 job fairs from September 2023 through March 2024.
  - Collected more than 150 interested job seeker slips in 2023/2024.
  - Engaged with more than 20 community partners.
- **September 2023 Foresight Retreat with Youth Action Project:** The purpose of this event was to address workforce equity issues in the Inland Empire region. This event played a unique role in I-REN's opportunity to provide outreach and network with local businesses and community.

- **November 2023 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 participated in this event on November 7, 2023, which allowed 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.
- **December 2023 Inland Empire Desert Regional Consortium (IEDRC) presentation:** The I-REN staff led a breakout session presentation to discuss the current I-REN WE&T Program and the strategies to connect the educational providers and develop a market assessment to determine effective training methodologies for green job pathways. This event played a role in I-REN's opportunities to connect with local educational providers in grades K-12 and the community college leaders.
- **March 20, 2024 Energy & Infrastructure Workforce Showcase:** The I-REN staff in partnership with the IEDRC hosted an event with more than 130 attendees that was a comprehensive energy workforce day-long conference that brought together Inland Empire community colleges, local agency staff, and workforce organizations to focus on the issues, barriers, and resources to help connect, identify, and have conversations to further develop the local workforce training initiatives.

### **Partnerships:**

During the January 2023 through March 2024 timeframe, the I-REN team participated with the following organizations in a variety of events/activities:

**Science and Technology Education Partnership (STEP) Conference:** which was established to build the skills gap between local K-12 students and high technology industry needs. On March 7, 2024, I-REN received the exemplary STEP sponsorship award from the STEP organization.

**Local Government Sustainable Energy Coalition (LGSEC):** LGSEC is a statewide membership network representing local government interests related to energy efficiency, clean energy, and climate resilience to state regulatory agencies.

**Inland Empire Desert Regional Consortium:** The IEDRC is a collective of workforce education and training providers led by the community colleges in both Riverside and San Bernardino counties. In 2023, the I-REN team also engaged with more than 20 local community partners to discuss and collaborate with joint energy efficiency initiatives.

**San Bernardino County Superintendent of Schools Science Fair Partnership:** I-REN participated in judging the efforts and providing sponsorship to the I-REN Energy Science Fair awards at the San Bernardino, Inyo, and Mono Counties Science and Engineering Fair (SIMSEF). This is an annual competition of science projects from students who attend the schools in each county. In the elementary division there were four projects in the energy category, in the junior division there were four projects in the energy sustainable materials and design category, and in the senior division there were three projects in the energy sustainable materials and design category.

Board of Directors Agenda Item

May 1, 2024

Page 6

On March 14, 2024, I-REN staff presented the I-REN Energy Science Fair community award. I-REN received an appreciation award in recognition of their support for the SIMSEF fair.

The following students received the I-REN Energy Science Fair Community Award and will be recognized at the April 16, 2024, I-REN Executive Committee meeting:

- Elementary Division: Layla Alauddin, for her project: Which Energy is most efficient for cars?
- Junior Division: Andre Mejia, for his project: Can Electronics Use Plants as a conduit?
- Senior Division: Michael Stodelle and Lucas Torres, for their project: Sand Battery

**I-REN Executive Committee/ Annual report update:**

I-REN Staff is planning to present the 2023 I-REN Annual Report during the April 16, 2024 I-REN Executive Committee meeting, which is scheduled to include an I-REN region-wide update of accomplishments that were achieved during this period of time.

***Financial Impact:***

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

***Reviewed By:***

This item was received by the General Policy Committee on April 10, 2024.

***Responsible Staff:***

Cheryl Chesnut, Energy Program Manager

---

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

**Inland Regional Energy Network (I-REN) Summary Matrix of Services 2023/ 2024**

**PUBLIC SECTOR OVERVIEW MATRIX**

Public Sector Project Phases	SBCOG Member Agencies In Phase	Total
Pre Project- Energy & Data Collection/Preliminary Roadmap	City of Adelanto, City of Chino Hills, City of Fontana, City of Grand Terrace, City of Highland, City of Ontario, City of Rancho Cucamonga, City of San Bernardino, City of Yucaipa, Town of Yucca Valley	10
Phase 1- Project Identification (Desk Review & Primary Savings Analysis)	City of Highland, Town of Apple Valley, City of Barstow	3
Phase 2- Audit- includes site visit & Initial measures List/ Funding & Financing Includes count of audits that occurred and audits scheduled	City of Redlands, City of Victorville, Town of Apple Valley, City of Barstow, SBCTA/SBCOG Depot (5 agencies, 10 facilities total - see below)	10
Phase 3- Procurement & Agency Approval		0
Phase 4- Project Implementation		0
Phase 5- Savings & Incentives Realized		0
<b>Total</b>		<b>23</b>

**Project Services - Phase 2**

Audits/Walkthroughs occurred- Agency Name	Count of Facilities
Barstow	3
Redlands	1
Victorville	1
SBCOG Depot	1
<b>Total</b>	<b>6</b>

Audits/Walkthrough scheduled- Agency Name	Count of Facilities
Town of Apple Valley	3
City of Redlands	1
<b>Total</b>	<b>4</b>

Other Public Sector Technical Assistance SBCOG	Count
EECBG Grant Technical Assistance Provided -Agency Name	
Adelanto, Fontana, City of San Bernardino, Redlands, Yucaipa, Chino Hills	5

**I-REN Workforce Education & Training (WE&T) Fellows**

Host Agencies	Total SBCOG Fellows Placed
2023 - Chino Hills, City of San Bernardino, Rancho Cucamonga, Grand Terrace, Ontario	5

Attachment: I-REN Activity Matrix 2023-2024- Informational Attachment (10534 : SBCOG Inland Regional Energy Network 2023/2024 Annual





## Energy Efficiency Project Support for Public Agencies

The Inland Regional Energy Network (I-REN) is committed to helping public agencies identify and complete energy efficiency upgrades. We'll support you through each phase of your project.

### 1. Project Identification

Your I-REN team will:

- Collect data from utilities, facilities or equipment
- Develop portfolio-level deliverables to help you prioritize potential projects that meet your goals, such as energy savings or community resilience

### 2. Energy Audit and Funding/ Financing Application

Your I-REN team will:

- Visit your project site to identify opportunities for energy efficiency
- Select viable energy efficiency measures and eligible funding and financing strategies
- Help complete funding and financing applications

### 3. Project Approval and Procurement

Your I-REN team will:

- Help identify and align procurement methods and timelines with applicable program requirements
- Provide technical specifications for procurement needs
- Help develop materials for council agenda package (and attend council meetings as needed)

### 4. Construction

Your I-REN team will:

- Review construction schedule, pre-construction submittals, and scope changes to ensure continued incentive/financing eligibility
- Participate in construction kick-off or recurring meetings (as needed)

### 5. Project Closeout

Your I-REN team will:

- Help collect project closeout records
- Prepare and submit final paperwork for funding or financing application(s)
- Confirm you receive your funding or financing distribution
- Broadcast your success to the community (case study, check presentation video, social media, etc)



## *Minute Action*

AGENDA ITEM: 12

***Date:*** May 1, 2024

***Subject:***

Award Freeway Service Patrol Contract No. 23-1002945 for FSP Beat No. 5 & Contract 23-1002946 for FSP Beat No. 27

***Recommendation:***

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

A. Award Contract No. 23-1002945 to Pepe’s Inc., DBA Pepe’s Towing Service for Freeway Service Patrol (FSP) services along Beat No.5 from January 1, 2025, through December 31, 2029, for a not-to-exceed amount of \$3,946,240, to be funded with State FSP Funds.

B. Approve a contract contingency for a not-to-exceed amount of \$685,430 for Contract No. 23-1002945 for construction support and authorize the Executive Director, or his designee, to release contingency as necessary.

C. Award Contract No. 23-1002946 to Pepe’s Inc., DBA Pepe’s Towing Service for FSP services along Beat No. 27, from January 1, 2025, through December 31, 2029, for a not-to-exceed amount of \$2,358,495 to be funded with State FSP Funds.

D. Approve a contract contingency for a not-to-exceed amount of \$685,430 for Contract No. 23-1002946 for construction support and authorize the Executive Director, or his designee, to release contingency as necessary.

***Background:***

The Freeway Service Patrol (FSP) Program consists of a fleet of tow trucks patrolling urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet patrols up and down is referred to as a “Beat.” The FSP Program is extremely beneficial to the motoring public by reducing the amount of time a motorist is in an unsafe condition in traffic lanes, reducing traffic delays, as well as decreasing fuel consumption, vehicular emissions, and secondary incidents. San Bernardino County Transportation Authority (SBCTA) began its program in January 2006 and has eight separate Beats in operation assisting more than 6,000 motorists each month. The current contracts for FSP Beat No. 5 and Beat No. 27 are set to expire on December 31, 2024.

Prior to the release of a Request for Proposals (RFP), staff performed outreach that consisted of various components with the goal of increasing the participation of tow operators in the SBCTA FSP Program.

These efforts helped in bringing knowledge and awareness about the FSP Program to various companies in the area. Although they may not have proposed this time around, more companies are now aware and can better prepare for future opportunities.

On October 25, 2023, RFP No. 23-1002945 for Beat No. 5 and Beat No. 27 was released to cover the following areas:

1. Beat 5: State Route 60 Reservoir Street (Los Angeles County line) to Milliken Avenue.
2. Beat 27: Interstate 15 (I-15) from Sierra Avenue to Oak Hill Road.

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item

May 1, 2024

Page 2

The RFP was sent electronically to approximately 49 consultants and contractors registered on Planet Bids. The solicitation was downloaded by 10 firms. The solicitation was issued in accordance with current SBCTA policies and procedures for professional services.

The RFP was posted on the SBCTA website as well. A Pre-Proposal meeting took place on November 8, 2023, and was attended by one firm. A Question and Answer period was open through November 28, 2023. Addendum No. 1 was issued on November 14, 2023.

Three proposals for Beat 5 and three proposals for Beat 27 were received by the date and time specified in the RFP. The following is a summary of the events that transpired in the evaluation and selection process. A responsiveness review was conducted by the Procurement Professional and found all firms responsive.

The Evaluation Committee that reviewed the proposals consisted of one representative from the California Highway Patrol (CHP) local office, one staff member from Riverside County Transportation Commission (RCTC), and one staff member from SBCTA. After an initial review, the Evaluation Committee made their “short list” recommendations based on the following criteria:

1. Qualifications of the Firm - experience in performing FSP and similar work, working with public agencies, and review of client references.
2. Staffing and Project Organization - qualifications of key staff assigned and adequacy of labor commitment.
3. Work Plan - depth of Proposer’s understanding of requirements and overall quality of work plan, ability to recruit and retain drivers, and ability to meet backup vehicle requirements.
4. Cost and Price - reasonableness of the total price and competitiveness of this amount with other proposals received and the basis on which prices are quoted (labor, equipment, materials, gas, profit, and so on).

All proposing firms made the short-list. The Evaluation Committee conducted interviews at SBCTA’s office. Each Proposer was asked a series of questions, and the Evaluation Committee reviewed a video tour of each tow yard.

Pepe’s Inc. ranked number one for FSP Beat No. 5. Pepe’s Inc. is best suited to perform the services for FSP Beat No. 5 for a variety of reasons, including that the firm ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the scope of work (SOW), proposed an overall solid team, and has demonstrated exceptional experience.

Pepe’s Inc. has extensive experience with law enforcement tow programs. They emphasized the importance of maintaining high standards and providing great customer service. In addition, Pepe’s Inc. received excellent references. The hourly rates for Contract No. 23-1002945 are as follows: Years one through three of the contract are contracted at \$125.00 per hour, and the hourly rate for years four through five of the contract is \$132.50 per hour.

Pepe’s Inc. ranked number one for FSP Beat No. 27. Pepe’s Inc. is best suited to perform the services for FSP Beat No. 27 for a variety of reasons, including that the firm ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the SOW, proposed an overall solid team, and has demonstrated exceptional experience.

Pepe’s Inc. has experience with law enforcement tow programs. They emphasized the importance of maintaining high standards and providing great customer service. In addition, Pepe’s Inc. received excellent references. The hourly rates for Contract No. 23-1002946 are as

## Board of Directors Agenda Item

May 1, 2024

Page 3

follows: Years one through three of the contract are contracted at \$145.00 per hour, and the hourly rate for years four through five of the contract is \$165.00 per hour.

Staff recommends the approval of Contract No. 23-1002945 and Contract No. 23-1002946 with Pepe's Inc. for FSP Beat No. 5 and FSP Beat No. 27, respectively.

Staff is also recommending a contingency amount for the contracts for Beat No. 5 and Beat No. 27 for SBCTA led Construction FSP (CFSP) services. When it is determined CFSP services are needed, then staff will coordinate with the project team to determine the best hours of operation needed for these services.

Staff is also recommending that the Board approve and authorize the Executive Director, or his designee, to release contingency funds for Contracts No. 23-1002945 and No. 23-1002946, in a not-to-exceed amount of \$685,430 for each contract.

The SOW is attached and incorporated into each contract as Exhibit A. The pricing information is attached and incorporated into each contract as Exhibit B. Upon SBCTA Board of Director approval, the contracts will be executed, and mobilization will start in May 2024, with full FSP service for FSP Beat No. 5 and FSP Beat No. 27 starting on January 1, 2025. The approval of these contracts will ensure no disruption of service to the motoring public.

***Financial Impact:***

This project is funded with 80% State FSP funds and 20% DMV Safe funds for regular FSP services in Program 15, Commuter and Motorist Assistance and is included in the adopted Budget for Fiscal Year 2023/2024, and the proposed Budget for Fiscal Year 2024/2025.

***Reviewed By:***

This item was reviewed and recommended for approval (10-0-1; Abstained: Baca) by the General Policy Committee on April 10, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft contracts.

***Responsible Staff:***

Kelly Lynn, Chief of Air Quality & Mobility Programs

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

**General Contract Information**

Contract No: 23-1002945 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Air Quality and Mobility  
 Vendor No.: 01718 Vendor Name: Pepe's Inc.  
 Description: Freeway Service Patrol Beat No. 5

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

Dollar Amount					
Original Contract	\$	3,946,240.00	Original Contingency	\$	685,430.00
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>3,946,240.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>685,430.00</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>4,631,670.00</b>

**Contract Authorization**

Board of Directors \_\_\_\_\_ Date: 05/01/2024 Board \_\_\_\_\_ Item # 10532

**Contract Management (Internal Purposes Only)**

Other Contracts \_\_\_\_\_ Sole Source? No \_\_\_\_\_ N/A \_\_\_\_\_  
 State/Local \_\_\_\_\_ Freeway Service Patrol \_\_\_\_\_ N/A \_\_\_\_\_

**Accounts Payable**

Estimated Start Date: 01/01/2025 Expiration Date: 12/31/2029 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL	2810	15	0704	0000	52001		42212001 Safe	789,248.00	-
GL	2820	15	0704	0000	52001		*SP24-6507(042).24-100308	631,399.00	-
GL	2702	15	0704	0170	52001		1.FSP23SB1-6507(038).23-10	631,399.00	-
GL	2702	15	0704	0171	52001		1.FSP23SB1-6507(038).23-10	631,398.00	-
GL	2702	15	0704	0170	52001		1.FSP24SB1-6507(043).24-10	631,398.00	-
GL	2702	15	0704	0171	52001		1.FSP24SB1-6507(043).24-10	631,398.00	-
GL								-	-
GL	4110	40	0820	0821	52001		Sales Tax-MSI	-	685,430.00
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Rana Semaan

Project Manager (Print Name)

Steve Smith

Task Manager (Print Name)

Additional Notes: \_\_\_\_\_

Attachment: CSS - 23-1002945 (10532 : Award Freeway Service Patrol Contracts for FSP Beats No. 5 & 27)

**CONTRACT NO. 23-1002945****BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****PEPE'S INC.  
(DBA PEPE'S TOWING SERVICE)****FOR****FREEWAY SERVICE PATROL BEATS 5**

This contract (referred to as "Contract"), is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is: 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715; and Pepe's Inc. dba Pepe's Towing Service ("CONTRACTOR"), whose address is: 2000 W. Key St., Colton, California 92410. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties".

**RECITALS:**

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

**WHEREAS**, CONTRACTOR has confirmed that CONTRACTOR has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services 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 herein.

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK**

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

- 1.2 CONTRACTOR warrants that all employees shall have sufficient skill and experience to perform the Work assigned to them. CONTRACTOR further represents and warrants to SBCTA that its employees have all licenses, permits, qualifications (including medical certification) and approvals of whatever nature that are required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. CONTRACTOR shall perform, at its own cost and expense and without compensation from SBCTA, any Work necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the standard of care provided for herein, and shall be fully responsible to SBCTA for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the CONTRACTOR's errors and omissions. Any employee of CONTRACTOR who is determined by SBCTA to be a threat to the safety of persons or property shall be promptly removed by the CONTRACTOR from the duties under the Freeway Services Patrol ("FSP") Program as defined in Exhibit "A" and shall not be re-employed to perform any of the Work on the FSP Program.
- 1.3 The Project Manager for this Contract is Kelly Lynn or such other designee as shall be designated in written notice to CONTRACTOR from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals; demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

## **ARTICLE 2. CONTRACT TERM**

The Contract term shall commence upon issuance of the first of the following two written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst: NTP No. 1 for mobilization and NTP No. 2 for the start of service. The Contract shall continue in full force and effect through December 31, 2029 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. CONTRACTOR shall not be compensated for any Work performed or costs incurred prior to issuance of the applicable NTP.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONTRACTOR for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a FSP Time & Materials basis for all obligations incurred in, or application to, CONTRACTOR's performance of Work, and for which CONTRACTOR shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Three Million Nine Hundred Forty Six Thousand Two Hundred Forty Dollars (\$3,946,240). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONTRACTOR's

direct labor costs, indirect costs, and profit. SBCTA will not compensate CONTRACTOR for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

- 3.3 The hourly rates under this contract are identified in Exhibit “B”. Identified below are the amounts authorized to be compensated for the following:
- 3.3.1 Extra Time: Will be compensated in one-minute increments when a truck goes beyond the end of its normal shift.
  - 3.3.2 Non-Penalized Down Time: Assessed in one-minute increments when a truck is “out of service” without violation, as set forth in Exhibit “C”.
  - 3.3.3 Penalized Down Time: Assessed at five (5) times the hourly rate, broken down into one minute increments, when a truck is “out of service” in violation of the Contract, as set forth in Exhibit “C”.
  - 3.3.4 Final extra time and penalty times shall be assessed at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONTRACTOR agrees to comply with Federal requirements in accordance with 2 CFR, Parts 200 and 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - 3.5.2 Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONTRACTOR to SBCTA.
- 3.6 Any Work provided by CONTRACTOR not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONTRACTOR’s responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the “CHANGES” Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.7 All subcontracts in excess of \$25,000 shall contain the above provisions.



## ARTICLE 4. INVOICING

- 4.1 Payment to CONTRACTOR as provided herein shall be payable in monthly billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with the instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONTRACTOR shall prepare invoices in a form satisfactory to and approved by SBCTA, and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a monthly billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice, except for the month of June, for which the invoice must be submitted by July 10<sup>th</sup>. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONTRACTOR during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONTRACTOR. Any costs incurred by CONTRACTOR in connection with the resubmission of a proper invoice shall be at CONTRACTOR'S sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:  
[ap@gosbcta.com](mailto:ap@gosbcta.com)
- 4.3 CONTRACTOR shall include a statement and release with each invoice, satisfactory to SBCTA, that CONTRACTOR has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONTRACTOR for its Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONTRACTOR until CONTRACTOR furnishes such statement and release.
- 4.4 INTENTIONALLY OMITTED
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to issuance of the applicable NTP or an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA'S Awarding Authority takes action.
- 4.6 INTENTIONALLY OMITTED
- 4.7 INTENTIONALLY OMITTED
- 4.8 CONTRACTOR agrees that throughout the term of this Contract, it shall not enter into any other FSP service contracts with any other public entities within the Southern California region, pursuant to which CONTRACTOR agrees to charge "FSP" service fees less than those charged under this Contract for substantially the same level of "FSP" services contemplated by this Contract. Should SBCTA establish that CONTRACTOR has agreed to charge such lower fees to another government agency, CONTRACTOR agrees to reduce its fees under the Contract to the lower fees charged to the other governmental agency and

to refund SBCTA an amount equal to the difference between the fees provided in this Contract and the lower fees charged to the other government agency.

#### 4.9 **EXTRA WORK:**

At any time during the term of this Contract, SBCTA may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean any work which is determined by SBCTA to be necessary for proper completion of the Work, but which the parties did not reasonably anticipate would be necessary at the time of the execution of this Contract. Such work includes Construction FSP services, Weekend FSP services, and coverage of other Beats for which Contractors are selected in SBCTA's sole determination based on their Beat proximity and performance. "Extra Work" shall be compensated at the hourly rate as identified in Exhibit "B". CONTRACTOR shall not perform, nor be compensated for, Extra Work except as specifically authorized by SBCTA in writing prior to performance. Authorization for Extra Work up to \$25,000.00 will be subject to prior verification of then-existing contract authority and must be pursuant to SBCTA program manager's prior written approval, which may be provided via email. Authorization for "Extra Work" above \$25,000.00 must be issued by a written contingency amendment or contract amendment as applicable. All terms and conditions of this Contract shall apply to any "Extra Work" performed.

#### 4.10 **COVERAGE OF OTHER BEATS**

At times, other FSP Contractors will not be able to cover their shifts or complete their contractual obligations. A CONTRACTOR assigned to provide coverage on another contract/Beat is considered Extra Work and required to follow all FSP operational rules, policies and procedures for that Beat. CONTRACTOR's hourly rate for coverage shall be contracted FSP service hourly rate in this agreement.

In order for a CONTRACTOR to be considered for coverage of other Beats, the following criteria must be followed:

- CONTRACTOR is willing to provide coverage;
- CONTRACTOR is in good standing with CHP and SBCTA;
- There are funds available to cover the cost of the providing the coverage;
- CONTRACTORS should consider distance to the location of additional coverage and Log Book requirements before accepting service under this section;

4.11 **CONSTRUCTION FSP:** Construction FSP (CFSP) services are FSP services that are provided along a segment of highway that falls within a construction zone. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9, and will all require the authorization of SBCTA's Program Manager in writing as well as a written contingency amendment or contract amendment as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans led projects that are part of a Caltrans/SBCTA CFSP Cooperative agreement. These projects will require a

cooperative agreement with Caltrans and the issuance of a Caltrans Task Order (CTO).

2. SBCTA requested CFSP: SBCTA led projects that will be funded by SBCTA.
3. City requested CFSP: City led projects that will be funded by the City.

Construction FSP services will typically be performed during non-regular SBCTA FSP hours. Should there be any cancellation of work, the following schedule will be followed for compensation of cancelled work:

- If the CONTRACTOR is scheduled to patrol the construction site, and is notified of a cancellation with less than a 24-hour notice, the CONTRACTOR will be compensated for three (3) hours of the agreed upon hourly truck rate.
- If the CONTRACTOR is notified during a CFSP beat that CFSP has been cancelled, the FSP operator will be paid for the entire shift period up to a maximum of eight (8) hours.

For purposes of CFSP, a shift period is defined as: the actual time of the CFSP shift assigned or a maximum of eight (8) contract truck hours, whichever is less.

The supervising FSP CHP Officer for the CFSP beat will make the final determination as to whether the CONTRACTOR will continue the CFSP beat or will return to its office.

#### **ARTICLE 5. MOBILIZATION COSTS PAYMENT**

The mobilization costs advance payment was made to CONTRACTOR to help offset pre-start date costs. CONTRACTOR shall pay back the zero Dollar (\$0) advance payment made at the time that the NTP No. 1 was provided. CONTRACTOR shall pay back this payment in twelve (12) equal monthly installments to be deducted from their monthly invoice by the Project Manager.

Failure to pay back the entirety of the Mobilization costs will result in withholding remaining balance from the final payment in the event of early termination.

#### **ARTICLE 6. TAXES, DUTIES AND FEES**

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

#### **ARTICLE 7. 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 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 8. PERMITS AND LICENSES**

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

#### **ARTICLE 9. DOCUMENTATION AND RIGHT TO AUDIT**

- 9.1 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, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONTRACTOR shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONTRACTOR further agrees to maintain separate records for costs of Work performed by amendment. CONTRACTOR shall allow SBCTA, its representatives and agents to reproduce any materials as reasonably necessary.
- 9.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Project at any time. After CONTRACTOR receives any audit recommendations, the cost or price proposal shall be adjusted by CONTRACTOR and approved by SBCTA's Project Manager to conform to the audit recommendations. CONTRACTOR agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONTRACTOR to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONTRACTOR may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report

#### **ARTICLE 10. RESPONSIBILITY OF CONTRACTOR**

- 10.1 CONTRACTOR shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONTRACTOR under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 10.2 Damage Complaints – CONTRACTOR shall notify CHP of a damage complaint from a motorist assisted by CONTRACTOR within eight (8) hours of CONTRACTOR's receipt of the complaint. CONTRACTOR's notice to CHP shall include the nature of the damage alleged. CONTRACTOR shall call the complainant within 24 hours of receipt of the complaint. If necessary, within 48 hours of receipt of the complaint, CONTRACTOR shall send an authorized representative and/or a representative of CONTRACTOR's insurer to inspect the vehicle and complete an incident report. If the investigation shows that CONTRACTOR caused the damage to the vehicle, CONTRACTOR shall negotiate in a

good faith effort to resolve the claim, and shall report to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after original notice.

- 10.3 Damage Complaint Review Committee –The committee is comprised of CHP and SBCTA representatives. The committee will investigate damage complaints if necessary and make recommendations to the CONTRACTOR.
- 10.4 In addition to any other requirements of this Contract or duties and obligations imposed on CONTRACTOR by law, CONTRACTOR shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONTRACTOR within the areas of CONTRACTOR’s expertise. At any time during performance of the Scope of Work, should CONTRACTOR observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONTRACTOR shall immediately document such matters and notify SBCTA in writing. CONTRACTOR shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

#### **ARTICLE 11. REPORTING**

All reports shall be submitted in accordance with Exhibit A “Scope of Work”. At a minimum, CONTRACTOR shall submit quarterly asset inventory reports. The report shall be sufficiently detailed for SBCTA to sufficiently address any difficulties or problems encountered with SBCTA owned property, so remedies can be developed.

#### **ARTICLE 12. TECHNICAL DIRECTION**

- 12.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA’s Project Manager who is identified in Section 1.2, above. The term “Technical Direction” is defined to include, without limitation:
- 12.1.1 Directions to CONTRACTOR, which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the Scope of Work.
- 12.1.2 Provision of written information to CONTRACTOR, which assists in the interpretation of reports, or technical portions of the Scope of Work described herein.
- 12.1.3 Review and, where required by the Contract, approval of technical reports, and technical information to be delivered by CONTRACTOR to SBCTA under the Contract.
- 12.1.4 SBCTA’s Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications



are limited to: substitutions of personnel identified in the Contract, including Key Personnel; modifications to classifications, hourly rates and names of personnel; and modifications of the address of the CONTRACTOR. All such modifications will be documented in writing between the Parties.

- 12.2 Technical Direction must be within the Scope of Work under this Contract. Except as provided with regard to Extra Work in Section 4.9, SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 12.2.1 Increases or decreases the Scope of Work;
  - 12.2.2 Directs CONTRACTOR to perform Work outside the original intent of the Scope of Work;
  - 12.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
  - 12.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
  - 12.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
  - 12.2.6 Interferes with CONTRACTOR's right to perform the terms and conditions of the Contract unless identified herein; or
  - 12.2.7 Approves any demand or claims for additional payment.
- 12.3 Failure of CONTRACTOR and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of "DISPUTES" Article herein.
- 12.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 12.5 CONTRACTOR shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONTRACTOR, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONTRACTOR shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONTRACTOR, SBCTA shall:
- 12.5.1 Advise CONTRACTOR in writing within thirty (30) calendar days after receipt of CONTRACTOR's letter that the Technical Direction is or is not within the scope of this Contract.
  - 12.5.2 Advise CONTRACTOR within a reasonable time whether SBCTA will or will not issue a written amendment.

## **ARTICLE 13. CHANGES**

- 13.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONTRACTOR will be advised of any such changes by written notification from SBCTA describing the change. Except as provided in Section 4.9, this notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.
- 13.2 Promptly after such written notification of change is given to CONTRACTOR by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly, except as provided in Section 4.9.

## **ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY**

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

## **ARTICLE 15. 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 be contrary to the interests of SBCTA. CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Contract. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONTRACTOR. .

## **ARTICLE 16. KEY PERSONNEL**

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONTRACTOR shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the

labor rates) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA's Project Manager. CONTRACTOR shall not substitute any key personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate this Contract. Key Personnel are:

<b>Name</b>	<b>Job Classification/Function</b>
Manuel Acosta	Program Support
Lorenzo Navarro	Program Support
Pete Ortiz	Program Support
Fernando Soria	Program Support
Christopher Navarro	Supervisor
Jose Suarez	Supervisor
Dustin Diodato	FSP Program Manager
Robert Stutz	FSP Program Manager
David Camberos	Lead Driver
Carmen Reyes	Accounts Receivable
Marcos Lara	Fleet Manager

#### **ARTICLE 17. 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 they are supplying professional services in the performance of this Contract and agrees with SBCTA that the same shall conform to professional standards that are generally accepted in the profession in the State of California.

#### **ARTICLE 18. PROPRIETARY RIGHTS/CONFIDENTIALITY**

- 18.1 If, as a 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 sole property of SBCTA.
- 18.2 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.
- 18.3 Except as reasonably necessary for the performance of the Work, CONTRACTOR agrees that it, its employees and agents 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 unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was 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 and agents, 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, until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONTRACTOR, or its employees or agents.

- 18.4 CONTRACTOR shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 18.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.

## **ARTICLE 19. TERMINATION**

- 19.1 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 Work.
- 19.1.1 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 based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 19.1.2 CONTRACTOR shall be entitled to receive the actual costs incurred by CONTRACTOR to return CONTRACTOR's tools and equipment, if any, to it or its suppliers' premises in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 19.2 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 insolvency, 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, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONTRACTOR; (b) stop any Work of CONTRACTOR 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 SBCTA owned tools and equipment 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, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

19.2.1 CONTRACTOR shall deliver to SBCTA all SBCTA owned tools and equipment under this Contract prepared by CONTRACTOR or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

19.3 All claims for compensation 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 payment for prospective profits or any damages because of such termination.

## **ARTICLE 20. STOP WORK ORDER**

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

## **ARTICLE 21. 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.

## **ARTICLE 22. INSURANCE**

22.1 Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain road form insurance coverage at least as broad as the following minimum requirements specified below:

22.1.1 Worker's Compensation/Employer's Liability Insurance – The policies must include the following:

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

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONTRACTOR or any subcontractor of any tier. All subconsultants 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 below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

22.1.2 Garage Liability/Commercial General Liability. The policy must include the following:

- 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 be appropriate for the CONTRACTORS business and at a minimum shall 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 the 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 for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage.
  - If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 25 04).
- 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 sub-contractors of any tier performing any portion of the WORK for CONTRACTOR shall also obtain and maintain the CGL insurance coverage with limits equal to or above the limits required of the CONTRACTOR.

22.1.3 Umbrella/Excess CGL Insurance:

If the CONTRACTOR elects to include an umbrella policy to cover any of the excess limits required beyond the commercial general liability policy and/or the commercial tow truck automobile liability policy, 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.
- There shall be no statement limiting the coverage provided to the parties listed as additionally insured or as indemnitees below.

22.1.4 Commercial Tow Truck Auto Insurance. The policy must include the following and may be combined with the excess liability policy to provide limits of coverage not less than:

- Auto Liability limits of not less than \$5,000,000 each accident. Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include scheduled autos, hired or non-owned autos
- Garage Keepers liability shall be provided under this policy or the Commercial General liability policy as a result of an endorsement or in a stand-alone Garage Keepers Coverage policy. Garage Keepers liability limits shall be equal to the estimated value of all vehicles that could be located at a single location or \$300,000, whichever is greater.
- On-Hook/Tow & Hitch Coverage -The policy must include or a stand alone policy be issued that includes the following:
  - \$100,000 Limit
  - Coverages for physical damages from accidents or damages to property occurring while a vehicle is in tow with limits of no less than the replacement cost coverage with no coinsurance penalty provisions, or depreciation costs.
  - Cargo coverage shall be provided under this policy as a result of an endorsement or in a stand-alone Cargo Coverage policy.

The commercial tow truck automobile liability insurance shall be written on the most recent edition of ISO form or equivalent acceptable to SBCTA and shall include, without limitation, contractual liability coverage and additional insured status for the Additional Insureds named below. CONTRACTOR waives all rights of subrogation against the Additional Insureds named below, for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial tow truck automobile liability insurance required herein.

22.1.5 Pollution Liability. The policy must include the:

- \$1,000,000 per claim or occurrence limits/\$2,000,000 in the aggregate.
- Coverage shall be written on an ISO form appropriate for the CONTRACTOR's business and work under this contract.

## 22.2 General Provisions

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

- 22.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation insurance and pollution liability insurance shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form that is substantially equivalent to name San Bernardino County Transportation Authority and California Highway Patrol (CHP) and California Department of Transportation (Caltrans) their officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). with respect to all liability, claims or losses arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR permitted 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 any additional insured to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
- 22.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including certificates of insurance and the required endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP No. 2 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.
- 22.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither



obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.

- 22.2.5 CONTRACTOR's and Sub-contractor's Insurance will be Primary. All policies required to be maintained by the CONTRACTOR or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONTRACTOR's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 22.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONTRACTOR shall require all of the policies and coverages required in Article 22 of this CONTRACT 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.
- 22.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide SBCTA ten (10) days prior written notice. In any event, CONTRACTOR will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONTRACTOR receives within one business day after CONTRACTOR receives it by submitting it to SBCTA at [procurement@SBCTA.ca.gov](mailto:procurement@SBCTA.ca.gov) 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.
- 22.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, 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.

- 22.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 22.2.10 Higher limits. If CONTRACTOR maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 22.2.11 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.
- 22.2.12 Project Specific Insurance - All insurance coverage required to be provided by CONTRACTOR, with the exception of automobile liability, pollution 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.

## ARTICLE 23. INDEMNITY

### 23.1 INTENTIONALLY OMITTED.

- 23.2 For all Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, California Highway Patrol (CHP) and California Department of Transportation (Caltrans) and their respective authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by an indemnified party on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to an indemnified party's "active" as well as "passive" negligence, but does not apply to an indemnified party's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

#### **ARTICLE 24. ERRORS AND OMISSIONS**

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

#### **ARTICLE 25. 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 sole property of SBCTA when prepared, whether delivered to SBCTA or not.

#### **ARTICLE 26. SUBCONTRACTS**

CONTRACTOR shall not subcontract performance of all or any portion of work/employees under this contract.

#### **ARTICLE 27. RECORD 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 their rights to require CONTRACTOR to comply with the Contract or to subsequently reject unsatisfactory Work or products.

#### **ARTICLE 28. 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 of Work or as to the manner, means and methods by which Work is 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 at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

#### **ARTICLE 29. ATTORNEY'S FEES**

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



### **ARTICLE 30. 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 31. FEDERAL, STATE AND LOCAL LAWS**

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

### **ARTICLE 32. PRECEDENCE**

- 31.1 The Contract consists of this Contract's Articles, Exhibit A "Scope of Work", and Exhibit B "Price Form for Time and Materials", Exhibit "C" Summary of FSP Violations and Penalties, the Standard Operating Procedures Manual, issued by the California Highway Patrol, SBCTA's Request for Proposal and CONTRACTOR's proposal, all of which are incorporated into this Contract by this reference.
- 31.2 The following order of precedence shall apply: first, the Contract Articles; second the Standard Operating Procedures (SOP) manual; third, Exhibits A and B and C (equal precedence); fourth, SBCTA's Request for Proposal; and last, CONTRACTOR's proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONTRACTOR shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

### **ARTICLE 33. COMMUNICATIONS AND NOTICES**

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONTRACTOR shall notify SBCTA of any contact information changes within ten (10) business days of the change.

<b>To PEPE'S , INC.</b>	<b>To SBCTA</b>
<b>2000 W. Key St.</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>Colton, CA 92410</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: Fernando Soria/fsoria@pepestow.com</b>	<b>Attn: Kelly Lynn/klynn@gosbcta.com</b>
<b>cc: Lorenzo Navarro</b>	<b>cc: Procurement Manager</b>
<b>Phone: (951) 682-5682</b>	<b>Phone: (909) 884-8276</b>
<b>Email: lnavarro@pepestow.com</b>	<b>Email: procurement@gosbcta.com</b>

#### **ARTICLE 34. DISPUTES**

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, costs, expenses, work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONTRACTOR does not agree with the decision, then CONTRACTOR shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONTRACTOR, then such dispute is reviewable by a court of competent jurisdiction.
- 33.2 During resolution of the dispute, CONTRACTOR shall proceed with performance of this Contract with due diligence.

#### **ARTICLE 35. GRATUITIES**

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

#### **ARTICLE 36. REVIEW AND ACCEPTANCE**

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

#### **ARTICLE 37. CONFIDENTIALITY**

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

**ARTICLE 38. EVALUATION OF CONTRACTOR**

CONTRACTOR's performance may be evaluated by SBCTA periodically throughout the Contract performance period. A copy of the evaluation will be given to CONTRACTOR for its information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONTRACTOR if it submits a proposal on a future RFP issued by SBCTA.

**ARTICLE 39. DRIVING RECORD AND CRIMINAL HISTORY CHECK**

Pursuant to California Vehicle Code Sections 2430 *et seq.*, CONTRACTOR and its employees performing Work under this Contract are required to have a current, valid California driver's license and must undergo a Criminal History Check and driver's license check. Only after a completed CHP 234F and CHP 234 supplemental is received and accepted by CHP will a check of driver's license and criminal history be performed. Criminal history checks will be completed by CHP upon the acceptance of a CHP 234F. Any employee of the CONTRACTOR not meeting the requirements identified herein will be automatically excluded from performing Work under this Contract. In addition, SBCTA and/or CHP may, in their sole discretion, require CONTRACTOR to replace any employee or potential employee who is determined to be unsuitable to represent the FSP Program based on the Criminal History Check.

**ARTICLE 40. SAFETY**

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

**ARTICLE 41. DRUG FREE WORKPLACE**

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

**ARTICLE 42. ASSIGNMENT**

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

**ARTICLE 43. AMENDMENTS**

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

**ARTICLE 44. PREVAILING WAGES**

INTENTIONALLY OMITTED

**ARTICLE 45. CONTINGENT FEE**

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

**ARTICLE 46. 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, and 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 CONTRACTOR to perform or failure of CONTRACTOR to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONTRACTOR.

**ARTICLE 47. WARRANTY**

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

**ARTICLE 48. ENTIRE DOCUMENT**

- 48.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 48.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONTRACTOR hereby stipulates that it has not relied, and will not rely, on same.

48.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

**ARTICLE 49. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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

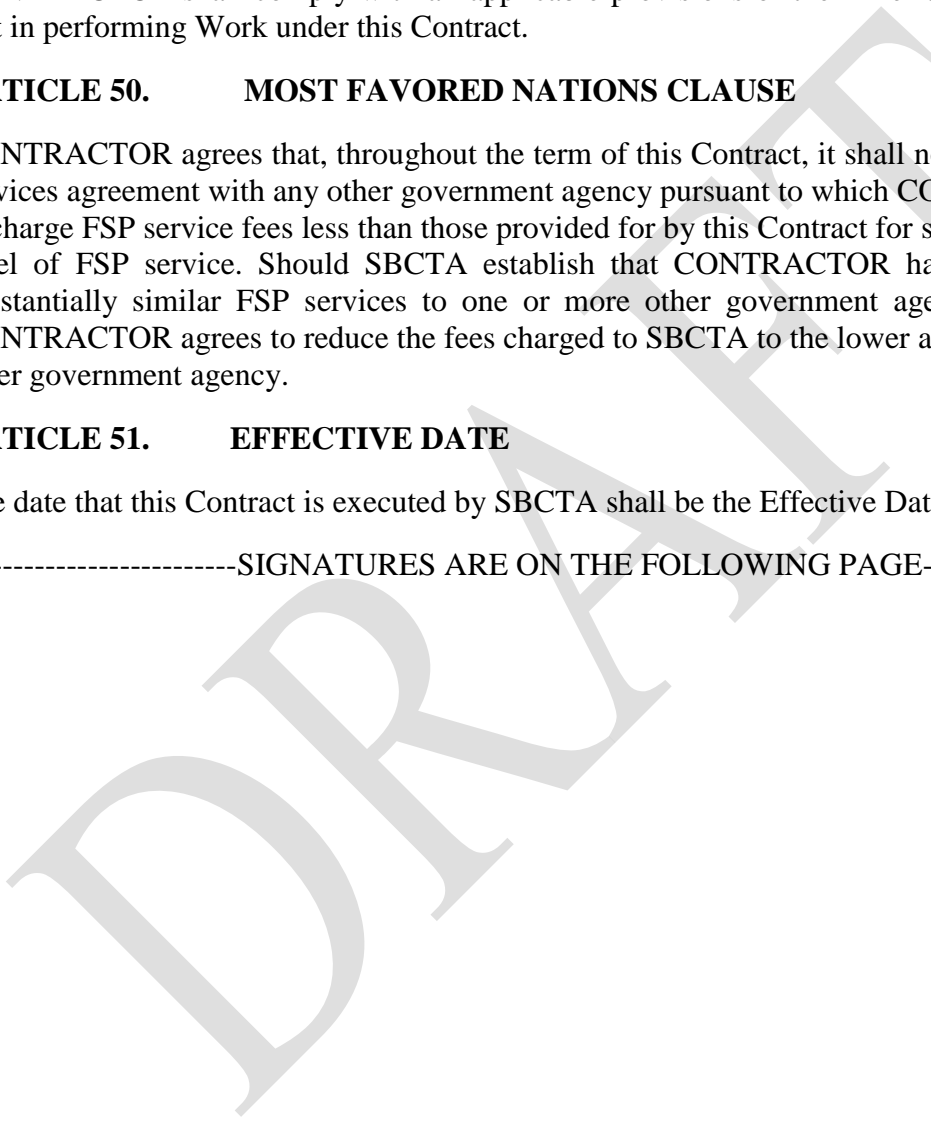
**ARTICLE 50. MOST FAVORED NATIONS CLAUSE**

CONTRACTOR agrees that, throughout the term of this Contract, it shall not enter into any FSP services agreement with any other government agency pursuant to which CONTRACTOR agrees to charge FSP service fees less than those provided for by this Contract for substantially the same level of FSP service. Should SBCTA establish that CONTRACTOR has agreed to provide substantially similar FSP services to one or more other government agencies at lower fees, CONTRACTOR agrees to reduce the fees charged to SBCTA to the lower amount charged to the other government agency.

**ARTICLE 51. EFFECTIVE DATE**

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

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



Attachment: 23-1002945 Beat 5 (10532 : Award Freeway Service Patrol Contracts for FSP Beats No. 5 & 27)

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

**PEPE'S INC., dba PEPE'S TOWING SERVICE**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Jose Acosta  
President

By: \_\_\_\_\_  
Dawn M. Rowe  
President, Board of Directors

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

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

By: \_\_\_\_\_  
Manuel Acosta  
Treasurer

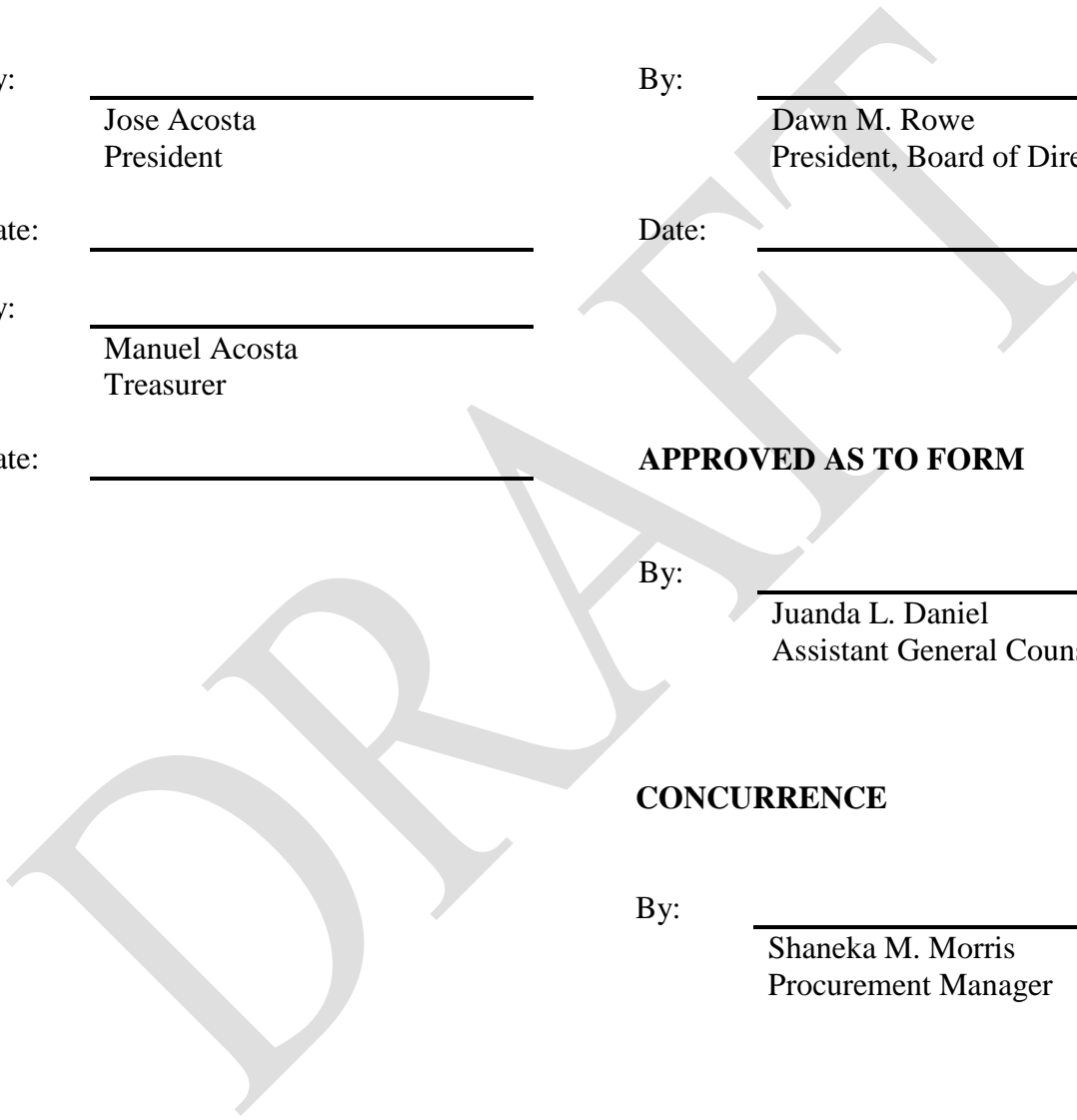
Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Juanda L. Daniel  
Assistant General Counsel

**CONCURRENCE**

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



Attachment: 23-1002945 Beat 5 (10532 : Award Freeway Service Patrol Contracts for FSP Beats No. 5 & 27)

**EXHIBIT A  
SCOPE OF WORK**

DRAFT

Attachment: 23-1002945 Exhibit A Beat 5 (10532 : Award Freeway Service Patrol Contracts for FSP Beats No. 5 & 27)



**EXHIBIT A**  
**SCOPE OF WORK**  
**RFP NO. 23-1002945**  
**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**(SBCTA)**  
**FREEWAY SERVICE PATROL (FSP)**  
**BEAT NO. 5- STATE ROUTE 60 (SR-60) RESERVOIR STREET**  
**(LOS ANGELES COUNTY LINE) TO MILLIKEN AVENUE**

---

**BEAT NO. 5**

**1.0 SUMMARY SCOPE OF WORK**

**FSP PROGRAM PURPOSE SUMMARY**

The purpose of the SBCTA FSP Program is offered in partnership by SBCTA, California Highway Patrol (CHP), and the California Department of Transportation (Caltrans). The goal of this partnership and of the SBCTA FSP Program is to keep the freeways moving and reduce the chance of secondary accidents. FSP is a team of tow trucks that travel on select San Bernardino County freeways during peak commute hours to assist motorists with car trouble. FSP Tow Truck Drivers will assist the motorists by providing services ranging from changing a flat tire to providing minor mechanical assistance, at no cost to the motorist.

**NOTICE TO PROCEED (NTP) NO. 1 (ESTIMATED MAY 2024)**

The deliverables associated with NTP No. 1 of this CONTRACT include the project ramp-up/preparation, the purchase of the required number of FSP certified tow trucks, and equipment installations in accordance with section 4.0 “Equipment Requirements”. Moreover driver trainings, and inspections in accordance with section 5.0 “Drivers.”

**NTP NO. 2 (ESTIMATED DECEMBER 1, 2024):**

The deliverable associated with NTP No. 2 is proof of required insurance coverage to SBCTA, sent to insurance@gosbcta.com, at a minimum of no less than ten (10) business days prior to the start date of providing FSP services to motorists. FSP services for Beats 5 and 27 are scheduled to begin on Tuesday January 2, 2025 (Monday, January 1, 2025 is a scheduled holiday for the FSP Program).

CONTRACTOR's FSP Certified Tow Truck Drivers (“Driver or Drivers”) shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions **DO NOT** warrant, Drivers will move the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop points assigned by CHP.



The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All FSP tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services are not all-inclusive. Where conditions permit, safe removal of small debris may also be required. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be offered to be towed to a designated drop point identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow Operator after an FSP shift, the Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage.

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual. The CHP is responsible for the day-to-day field supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, an FSP CHP Officer should be notified of the incident. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterwards, FSP CHP Officers will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. The required number of FSP certified Trucks for Beat No. 5 is two (2) primary certified FSP Trucks and one (1) certified back-up FSP Tow Truck.

At times, SBCTA, a city, and/or the California Department of Transportation (Caltrans) will have construction projects on the highways that may require Construction FSP. Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9 of the contract, and will all require the

authorization of SBCTA's FSP Program Manager in writing as well as a written contingency amendment or contract amendment as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans led projects that are part of the Caltrans/SBCTA CFSP Cooperative agreement. These projects will also require the issuance of an executed Caltrans Cooperative Agreement and Caltrans task order.
2. SBCTA requested CFSP: SBCTA led projects that will be funded by SBCTA.
3. City requested CFSP: City led projects that will be funded by the City.

### **FSP HOURS OF OPERATION**

FSP standard hours of operation are:

- Monday through Friday morning shift hours are scheduled from 5:30 am to 8:30 am;
- Monday through Thursday afternoon shift hours are slated from 2:00 pm to 6:30 pm;
- Friday afternoon shift is scheduled from 12:00 pm to 6:30 pm;
- Saturday and Sunday shifts (If applicable to the primary FSP Beat) are scheduled from 10:00 am to 6:00 pm.

**SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of "Extra Work".**

### **FSP TECHNICAL ADVISORY COMMITTEE (TAC) MEETING**

CONTRACTOR or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meetings scheduled every other month. The FSP TAC will encompass focused and informal/formal discussions concerning but not limited to: scope, services, schedule, safety and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all FSP TAC meetings who have the ability to make management-level decisions on the behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a FSP TAC meeting, CONTRACTOR shall notify SBCTA and FSP CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled for the entire calendar year; FSP CHP provides the schedule via email.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

### **2.0 CONTRACT REPRESENTATIVES**

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the contract for the service. An SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual at all times. Also note that SBCTA's contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

### 3.0 SERVICE LOCATION

SBCTA FSP operates on selected freeway segments referred to as “Beats”. Each Beat has specific turnaround locations and designated drop points identified by the CHP. The Beat limits for FSP Beat No. 5 is at State Route-60 (SR-60) from Reservoir Street (LA County Line) to Milliken Avenue. Additional information regarding the beat limit service location is identified in section 8.0 Beat Description and section 9.0 Beat Map of the SOW.

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat for example) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written notification (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SBCTA reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

### 4.0 TOW YARD LOCATION AND SECURITY

The CONTRACTOR shall be responsible for the security of vehicles and property at their facility. At a minimum, must have a secure area to store FSP tow vehicles at their facility, including CONTRACTOR controlled access, fencing or physical barrier separating public access from tow yard, security system, sufficient lighting, and security cameras to where vehicles are stored such as a fenced or enclosed area. The CONTRACTOR is responsible for the reasonable care, custody, and control of any property contained in its facility.

The CONTRACTOR will be responsible for assuring that all SBCTA FSP related equipment is contained in a secure environment and protected from theft or damage. The CONTRACTOR will be responsible for any replacement or repair cost for SBCTA provided equipment that is not considered normal wear and tear.

### 5.0 EQUIPMENT REQUIREMENTS

#### A. Tow Truck Requirements.

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non-FSP hours.

All trucks proposed for use in the FSP program should be less than a year old with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract. Extenuating circumstances dictating departure from this specification should be at the consensus of the local FSP partners. The age limit for a FSP truck shall be no longer than 5 years for cab, chassis, and bed components. Trucks are required to be fully equipped according to contract requirements prior to the beginning of each shift. Refer to Attachment B: TOW TRUCK INSPECTION GUIDE FOR FREEWAY SERVICE PATROL CONTRACT OPERATION 818-FSP-TIG, contained in the FSP SOP.

The CHP, in conjunction with SBCTA, will verify the original purchase dates to ensure compliance. All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for

the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all Local, State and Federal laws applicable to that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained FSP Certified Tow Truck(s) or improperly equipped FSP Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be required to have a FSP Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP Certified Back-Up Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA FSP back-up truck requirement(s). Only the FSP Beat No. 5 FSP Certified Back-Up Tow Truck should be utilized.

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, mud flaps, employment advertisement, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. For the most updated SBCTA FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

### SBCTA CERTIFIED FSP TOW TRUCK EQUIPMENT LIST

**Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.**

Current Registration/ Insurance	Fire Extinguisher: 4BC Rating, new or exp:
Age limit: 5 years for cab, chassis, and bed components	Broom: 24 inches wide, coarse bristle
Minimum seating capacity for 5 adults	Shovel: Square point
Paint: White Only, 4" max black lettering	Large Pry Bar: Minimum 36-inch length
Rubber faced push bumper(s)	Wood Crossbeams: 1 ea., 4"x4"x48" and 4"x4"x60"
Vehicle numbers on both sides	Hydraulic Floor Jack: 2-Ton capacity
2 FSP signs or 3 FSP signs for flatbeds	Portable air tank: 80 psi. min, or compressor w/ 50' min hose
Headlights	Bolt Cutters
Turn Signals	Trailer Hitch Balls: 1 7/8" and 2", with mount
Reflectors, Front and Side	One 4 -Ton snatch block
Clearance Lamps (>80" Wide)	Flares: Total burn time of 360 minutes minimum
Amber Warning Lights: Front/rear selectable, rear directional, in-cab controls	Metric and Standard 4-way Lug Wrenches
License Plate Lamp	Sledgehammer: 4 pounds
Tail Lamps	Utility/ Motorcycle Straps
Stop Lamps	Steering Wheel Securement Device
Backup Lamps	Funnel with flexible spout
Rear work lights	Water Container: Plastic, 5 gallons
Reflectors, Rear	Fuel in Approved Plastic Containers: Gas/Diesel, 5 gal. each
Extension Tail/ Stop Lamps	Absorbent Can with lid: 5 gal. of clean absorbent
Fenders / Mudguards	Trash Can with lid: 5 gal., empty
Windshield	Cones: 6 ea., 18-inch height, reflectorized w/ tape
Windshield Wipers	Booster cables: 3 ga. Cu., 25 ft., H-D clamps, fit truck
Spotlight: Body mounted, front to rear coverage	Flashlight
Service Brakes	Spare batteries/ Charger for rechargeable
Parking Brake	First Aid kit: 5"x9"
Mirrors	Lockout Tool Set
Horn	Warning Devices (Reflectors)
Beam Indicator	Jack stand: 2-Ton capacity
Cab interior lighting suitable for reading and writing	
Truck to Shop Communications System	
FSP Two-Way Radios / Terminals	
Scanner: Operating and properly programmed	Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required.  The TOOLBOX list may be supplemented at the CONTRACTOR's option and expense
Public Address System	<b>Tool Kit</b>
Booster Cable Connectors: mounted front and rear	Screwdrivers: 1/8", 3/16", 1/4", 5/16" Flat; #1, #2 Philips
Battery Rating: 60 Amp-hour or greater	Adjustable Wrenches: 8" and 12"
Tire Tread	Pliers: Needle nose and adjustable rib joint, 2-inch capacity
Wheels	Duct tape, Electrical tape, mechanics wire: 1 roll each
Suspension	Rubber Mallet
Steering	Tire Pressure Gauge
Frame	Safety glasses
Exhaust System	Wheel chock
Fuel Cap(s)	



**WRECKER - GENERAL**

Manufacturer Rating Plates	Throttle Control
Wrecker Controls on both sides of vehicle	Hydraulic Rams, Hoses, Valves
Control Labels	Winch: _____ Type: _____
Body and Towing Equipment Mounting Bolts	Winch: Rated 8,000 pounds on first cable layer
Cable Sheaves	Safety chain D-ring or eyelet mounted on rear of truck

**WHEEL LIFT**

Minimum GVWR: 14,000 lbs.	"L" Arms
Wheel Lift Assembly; Rated 4,000 Pounds-Extended	Cradle / Straps/ Chains
Pivot Pin	Claw
(2) Wheel Tie Down Safety Straps with ratchets	100' 3/8" 6x19 Wire rope or OEM Specifications
4-Ton Boom Assembly (if equipped)	(2) Tow Chains 5/16" Grade 70 with J/T Hooks
Sling Assembly; Rating: 4,000 Pounds (if equipped)	Tow Dolly (with wheel tie down straps)
One pair of spacer blocks or 2 wood blocks 4"x6"x12"	(2) Safety Chains: 5/16" Alloy or OEM Specifications 5-foot min. length

**CAR CARRIER/TWO VEHICLE**

GVWR: Minimum. 23,500 lbs. Chassis	50' 3/8" 6X19 Wire rope or OEM Specifications
Carrier Bed Frame	J/T Hook Loading Bridle Chains
Bed Material: Steel or Aluminum	4 Safety Chains 5/16" Alloy or OEM Specifications
Bed Length: 19.5 ft. minimum	(4) Wheel Tie Down Safety Straps with ratchets
Bed Hinges	One pair of spacer blocks or 2 wood blocks 4"x6"x12"
Bed Safety Lock	Motorcycle loader for flatbeds with (6) Utility/ Motorcycle straps
Tie Downs: 8 each, one near each corner of the bed, two each side of bed distributed between corner tie downs, each must accommodate snatch blocks	(2) Safety Chains: 5/16" Alloy or OEM Specifications 5-foot min. length
Wheel Lift Assembly; Rated 4,000 Pounds-Extended	"L" Arms
Pivot Pin	Cradle / Straps/ Chains
(2) Wheel Tie Down Safety Straps with ratchets	Claw

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each and every shift. An Inspection form, which is in the tablet FSP data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

**Installation of FSP related equipment:**

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back up FSP Tow Trucks no later than ten (10) business days prior to the start date of the Beat(s). No exceptions. If SBCTA is not able to access the required primary and back up FSP tow trucks by the tenth (10<sup>th</sup>) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit "C" of the contract.

At times, equipment such as an “outside speaker”, or a handheld “mic,” and/or “FSP Tablet” for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP-related equipment needs to be replaced due to negligence by the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR’S invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, Supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their “FSP Certified Back-Up Tow Truck” on the Beat to cover the shift.

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an “outside speaker” or a “mic”) as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding “installation standards”, the CONTRACTOR is to contact SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or FSP CHP Officer, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

### **B. FSP Certified Back-Up Tow Truck**

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit “C” of the contract for further details on violations and penalties. FSP Certified Tow Trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If a FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle’s availability to work the Beat area within the 45 (forty-five) minute time period (after which point penalties begin to accrue).

### C. Vehicle Breakdown and Other Missed Service

A FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) minutes of the time when a primary FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Tow Truck is provided. This 45 (forty-five) minute period prior to the imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in accordance with section 4.0 "Equipment Requirements" paragraph A "Tow Truck Requirements", in which case fines shall begin immediately. If a FSP Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow Truck maintenance shall be performed during non-FSP service hours.

In the event that a FSP Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the Driver must indicate in the "notes" section of the FSP Tablet (per section 4.0 "Equipment Requirements" paragraph E "Communications Equipment") that the CONTRACTOR has switched to an FSP Certified Back-Up Tow Truck.

In addition, failure to have a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have a FSP Certified Back-Up Tow Truck on the Beat within the 45 (forty-five) minute time period.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission (RCTC) or any other FSP service do not qualify as meeting the back-up tow truck requirement noted above.

### D. Vehicle Identification.

It shall be the Driver's sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks. The detachable markings (magnetic or other forms of FSP signage) provided by SBCTA must be placed on the center of both doors (front driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP-related signage completely flat, clean, out of direct sunlight and out of public view when being stored.



### E. Communications Equipment

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR's monthly invoice, any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR's improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three business days – pursuant to direction by SBCTA FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). ***Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SBCTA and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video, or to capture any other images while performing FSP duties during FSP operational hours, or capture any FSP-related images during non-FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP-related data or images are found on any social media outlet or networks not authorized by SBCTA, the driver or drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SBCTA, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow truck or during non-FSP operational hours. During FSP operational hours, Tablet Computers must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Any other location is not permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the course of the contract. If upon inspection SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

#### **F. Equipment Tampering**

Tampering with FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications, and/or is disconnected, or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

- 1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.

- 2) SBCTA shall designate the AVL installer and technician that will review and repair the AVL systems.
- 3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTORS monthly invoice. Please refer to Contract Exhibit "C" for further details on violations and penalties.

## 6.0 DRIVERS

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

### FSP Driver Certification Requirements

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:

1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.
2. Successfully pass a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass a FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Issued a FSP Driver Identification Card.
10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.
11. As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a valid California driver's license and criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a California driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.
12. The California driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.
13. The criminal history check will consist of a livescan background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract. **The cost of the livescan and DL will be at the CONTRACTOR's expense.**
14. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.
15. In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Drivers from other FSP service areas will be evaluated by the CHP FSP Officer on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time they leave the assigned Beat, whether to replenish expendable items such as gasoline or radiator water, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Pre-shift inspection worksheet prior to the commencement of driving the tow truck. This must be completed at the tow yard, prior to leaving the yard and driving to the Beat.
- Log of mileage prior to commencement of driving the tow truck on the Beat and at the end of the shift. This must be completed in a safe location at or near the Beat location, prior to beginning the shift and at the end of the shift.

The Driver shall also be required to complete an assist record, on the Tablet Computer, for each incident.

Driver will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the FSP Tow Truck Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to the FSP CHP Officers by the 10<sup>th</sup> day of the preceding month as quickly as possible as and no longer than a maximum of thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles (DMV) Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year is required. The SBCTA FSP Program conducts a one hour refresher training class/meeting each quarter, for a total of four hours of on-going training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

### **Driver Equipment**

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

A detachable brass or gold in color nameplate shall be worn with the first initial of the first name and full last name of the Driver. Letters shall not exceed ½" tall; nameplate must be approved by an FSP CHP officer. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo shall be sewn/silkscreened on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo shall be sewn/silkscreened on the left sleeve of the vest. A large FSP logo shall be sewn/silkscreened across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logos already sewn/silkscreened on per CHP's required FSP logo placement locations. The brass or gold nameplate with the Driver's first initial of first name and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate.** An FSP logo is not required to be sewn/applied on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions or clarifications.

Rain gear shall be waterproofed material, navy blue or yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo may be sewn/silkscreened on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn which must be navy blue in color and worn only with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual in making sure it is following the most recent Driver equipment requirements.



## 7.0 LOCAL OFFICE

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative, who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and shall be located in Riverside, San Bernardino, Los Angeles or Orange counties. An FSP Certified Back-Up Tow Truck and an FSP Certified Back-Up Tow Truck Driver must be available within a 45 minute request regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner and email through which they, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. An email address that is monitored throughout each day shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit "C" of this contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

## 8.0 BEAT DESCRIPTIONS

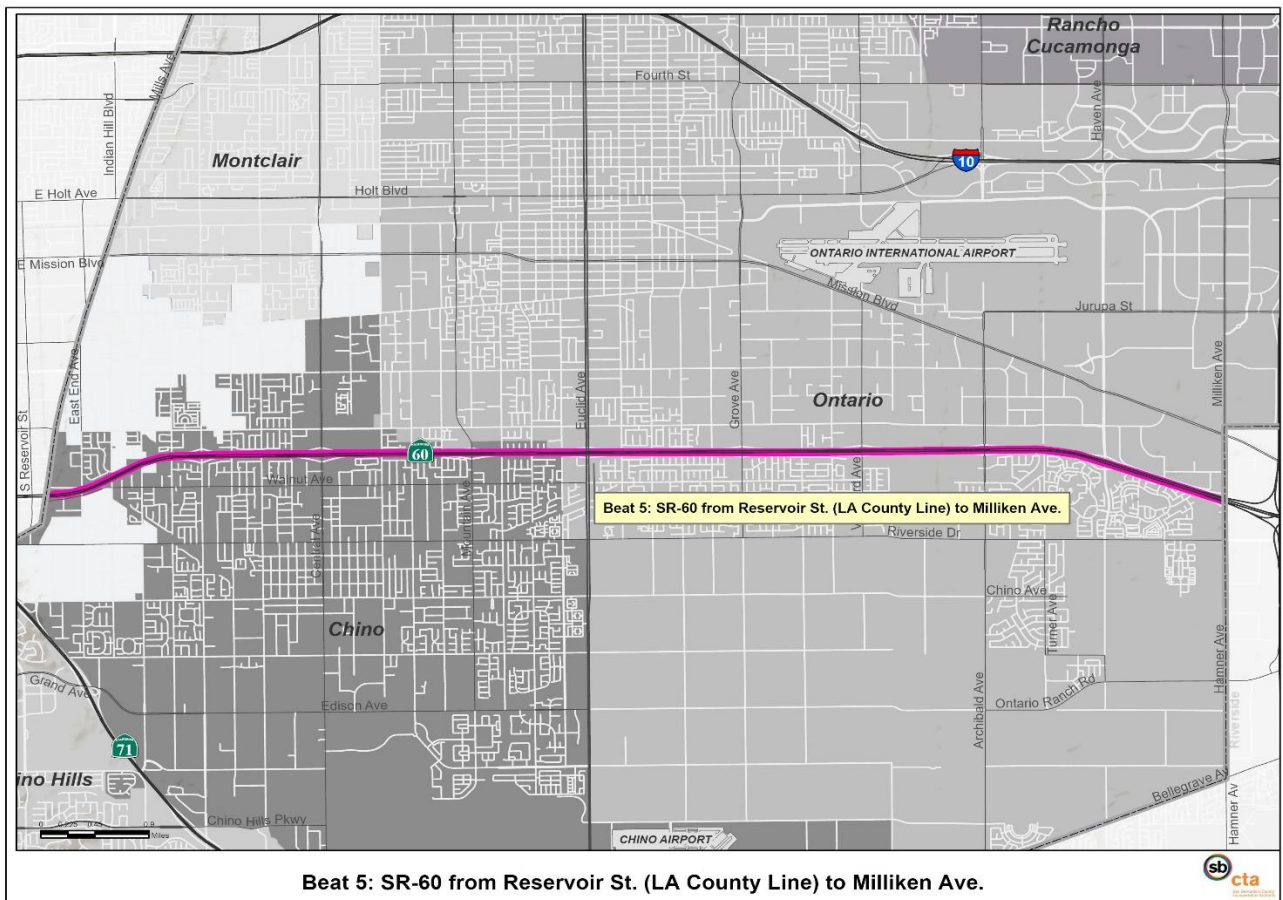
Beat #	Beat Description	One-Way Length in Miles	No. of Primary FSP Trucks in both AM and PM	No. of FSP certified Back-Up Tow Trucks
5	State Route 60 (SR-60) Reservoir Street (Los Angeles County Line) to Milliken Avenue	9.96	2	1

Please refer to Attached Map of Beat No. 5 area

Beat 5 is currently scheduled to operate from **5:30 a.m. to 8:30 a.m.** and from 2:00 p.m. to 6:30 pm (Monday through Thursdays). On Fridays, the PM shift begins at 12:00 p.m. to 6:30 p.m.

FSP Beat No. 5 requires two (2) Primary FSP Certified Tow Trucks and one (1) Primary FSP Certified Back up Tow Truck available during all FSP operational service hours.

## 9.0 BEAT MAP



## 10.0 FSP SERVICE HOURS AND EXTRA WORK HOURS

Approximate total service hours per primary vehicle per year is estimated to be as follows:

- Approximate Service Hours (Monday-Friday) per primary vehicle per year: 2,116 hours
- Approximate “Extra Work” Contingency weekend hours (Saturday- Sunday) per primary vehicle per year: 765 hours

**SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat and hours of operation) during the course of the Contract.**

All Beats may be asked to participate in possible SBCTA’s “FSP Extra Work weekend contingency services”, on an as needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual amount of weekend hours or number of weekend trucks are not guaranteed. Written notice from SBCTA shall be required for commencement and termination of “FSP Extra Work weekend contingency services”.

“Extra Work” for emergency coverage may be assigned for any of the nine (9) SBCTA FSP service areas:

1. Beat 5: SR-60 from Milliken Avenue to Reservoir Street (Los Angeles County line)
2. Beat 9: I-10 from Indian Hill Boulevard (Los Angeles County line) to Haven Avenue
3. Beat 10: I-10 from Haven Avenue to Sierra Avenue
4. Beat 11: I-10 from Sierra Avenue to Waterman Avenue
5. Beat 14: I-215 Center Street from the Riverside County line to Devore Road
6. Beat 23: I-15 from the Riverside County line to Sierra Avenue
7. Beat 27: I-15 from Sierra Avenue to Oak Hill Road
8. Beat 29: I-10 from Waterman Avenue to County Line Road (Riverside County line)
9. Beat 31: SR-210 from the Los Angeles County line to Citrus Avenue

FSP Beat No. 5 is the priority Beat for this RFP, which means that should a primary truck go down; the “Extra Work” Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

The contractor shall hold to all required standards addressing truck image and maintenance for the FSP Certified Back-Up Tow Truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the “Extra Work” Beat.

Each SBCTA tow operator agreement contains a clause regarding the Construction Freeway Service Patrol (CFSP). The goal of CFSP is to assist in construction zones outside of regular FSP hours or locations. The work is provided as “Extra Work” due to the uncertainty of the hours or changes in construction related to CFSP “Extra Work” projects.

**SBCTA reserves the right to change Beat hour, the length of the Beat, and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of “Extra Work”.**

## 11.0 FSP HOLIDAYS

### PRELIMINARY LIST OF FSP HOLIDAYS

Services are to be provided on the days and hours designated in the Contract with the exception of the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents’ Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year’s Day (January 1 – varies)



In addition to the above service hours, at the discretion of SBCTA and the FSP CHP Officers, additional service may be requested on certain “high traffic days” prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day).

DRAFT

**EXHIBIT B  
PRICE FOR TIME AND MATERIALS**

DRAFT

Attachment: 23-1002945 Beat 5 Exhibit B (10532 : Award Freeway Service Patrol Contracts for FSP Beats No. 5 & 27)

**Exhibit B**

Price Form for Time and Materials  
 Contract: 23-1002945  
 Compensation and Payment  
 Overview Contract No. 23-1002945 with Pepe's Inc. for Beat 5  
 Beat 5 Term  
 NTP I: May,2024-December 31, 2024  
 NTP II: Jan 1, 2025-December 31, 2029

NTP I May 2024- December 31, 2024						
PERIOD OF PERFORMANCE/ NTP I DELIVERABLES FSP Tow Truck Purchase, Mobilization, AVL and Radio installation, FSP Driver Training, Project ramp-up, and Tow Vehicle inspections	ESTIMATED BASELINE HOURS	ESTIMATED WEEKEND HOURS SUBJECT TO SBTA APPROVAL	7% MORE HOURS	ESTIMATED TOTAL HOURS	HOURLY RATE	NOT-TO EXCEED AMOUNT
May 2024- December 31, 2024	N/A	N/A	N/A	N/A	\$0.00	\$0

BEAT 5- FSP SUPPORT NTP II JANUARY 1, 2025- DECEMBER 31, 2029 Two Primary FSP Tow Trucks plus one certified FSP Back Up Tow Truck is required						
PERIOD OF PERFORMANCE/ NTP II DELIVERABLES FSP SUPPORT SERVICES	ESTIMATED BASELINE HOURS	ESTIMATED WEEKEND HOURS *Subject to SBCTA Approval*	7% MORE HOURS	ESTIMATED TOTAL HOURS (1 Truck)	HOURLY RATE	NOT-TO-EXCEED AMOUNT (TOTAL HOURS X HOURLY RATE) X 2 TRUCKS
YEAR 1: FY 24/25-FY 25/26 (1/1/25-12/31/25)	2,116	765	202	3,083	\$125.00	\$770,750
YEAR 2: FY 25/26-FY 26/27 (1/1/26-12/31/26)	2,116	765	202	3,083	\$125.00	\$770,750
YEAR 3: FY 26/27-FY 27/28 (1/1/27-12/31/27)	2,116	765	202	3,083	\$125.00	\$770,750
YEAR 4: FY 27/28-FY 28/29 (1/1/28-12/31/28)	2,116	765	202	3,083	\$132.50	\$816,995
YEAR 5: FY 28/29-FY 29/30 (1/1/29-12/31/29)	2,116	765	202	3,083	\$132.50	\$816,995
<b>CONTRACT TOTAL</b>	<b>10,580</b>	<b>3,825</b>	<b>1008</b>	<b>15,413</b>		<b>\$3,946,240</b>

<p><b>NTP II YEAR 1-3</b>  <b>EXTRA TIME, NON PENALIZED DOWN TIME AND                  PENALIZED DOWN TIME PER MINUTE RATES</b>                  Extra Time: \$(2.08) per minute                  Non-Penalized Down Time: \$(2.08) per minute                  Penalized Down Time: \$(6.24) Per Minute</p>
<p><b>NTP II YEAR 4-5</b>  <b>EXTRA TIME, NON PENALIZED DOWN TIME AND                  PENALIZED DOWN TIME PER MINUTE RATES</b>                  Extra Time: \$(2.21) per minute                  Non-Penalized Down Time: \$(2.21) per minute                  Penalized Down Time: \$(6.63) Per Minute</p>
<p><b>WEEKEND HOURS, EXTRA WORK HOURS, CFSP                  CALTRANS LED, AND SBCTA LED SUPPORT                  PROJECTS                  ARE NOT GUARANTEED AND SUBJECT TO SBCTA                  APPROVAL</b></p>

Attachment: 23-1002945 Beat 5 Exhibit B (10532 : Award Freeway Service Patrol Contracts for FSP Beats No. 5 & 27)

**EXHIBIT C  
PENALTIES**

DRAFT

Attachment: 23-1002945 Exhibit C (10532 : Award Freeway Service Patrol Contracts for FSP Beats No. 5 & 27)

**EXHIBIT C**  
**SUMMARY OF FSP VIOLATIONS AND PENALTIES**

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SBCTA.

<b>Relevant section</b>	<b>Description of violation</b>	<b>Penalty</b>
12.0	Contractor does not have two (2) primary and one (1) back-up (wheel lift) tow trucks "FSP" ready for SBCTA to install equipment and for CHP to inspect ten (10) business days prior to the start of a Beat.	Flat \$1,000 fine. In addition, should the trucks not be ready by the start of shift, the Contractor shall be fined three times the hourly rate in one minute increments for every minute compliance is not met.
5.0	Not meeting tow truck requirements outlined in the contract.	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Wheel lift tow truck not made available <u>within 45 minutes</u> due to equipment/truck breakdown.	The CONTRACTOR has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate.  Time beyond 45 minutes will be calculated as penalized time (Three (3) times the hourly contract rate in one (1) minute increments). Exact penalized down time rate is detailed in the Contract.  If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
12.0	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, or not supplying Driver the proper equipment as required in the FSP Contract.	The fine amount shall not exceed \$50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	Tablet Computers not being charged in designated location during non-FSP operational hours.	\$50.00 per tablet
5.0 E	Email correspondence from CHP/SBCTA not being acknowledged.  It is critical that the email address that the CONTRACTOR provides is working at all times. CONTRACTOR is required to report problems with email system immediately to SBCTA.	\$100.00 per day of no response
5.0 E	Lost/damaged equipment	Full cost if lost or damaged beyond normal wear and tear. If equipment is repairable, the cost of the repair shall be deducted from contractors invoice.

SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	\$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the CONTRACTOR'S penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	\$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer unique digit survey number >10%	\$50 and up. Case by case basis as determined by FSP Management.

DRAFT

Attachment: 23-1002945 Exhibit C (10532 : Award Freeway Service Patrol Contracts for FSP Beats No. 5 & 27)

**General Contract Information**

Contract No: 23-1002946 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Air Quality and Mobility  
 Vendor No.: 01718 Vendor Name: Pepe's Inc.  
 Description: Freeway Service Patrol Beat No. 27  
 List Any Related Contract Nos.: \_\_\_\_\_

Dollar Amount					
Original Contract	\$	2,358,495.00	Original Contingency	\$	685,430.00
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>2,358,495.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>685,430.00</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>3,043,925.00</b>

**Contract Authorization**

Board of Directors \_\_\_\_\_ Date: 5/1/2024 Board \_\_\_\_\_ Item # 10532

**Contract Management (Internal Purposes Only)**

Other Contracts \_\_\_\_\_ Sole Source? No \_\_\_\_\_ N/A \_\_\_\_\_  
 State/Local \_\_\_\_\_ Freeway Service Patrol \_\_\_\_\_ N/A \_\_\_\_\_

**Accounts Payable**

Estimated Start Date: 1/1/2025 Expiration Date: 12/31/2029 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:		Total Contingency:	
								\$		\$	
GL: 2810	15	0704	0000	52001	42212001		Safe	471,699.00		-	
GL: 2820	15	0704	0000	52001	42213019		FSP Grant	377,360.00		-	
GL: 2702	15	0704	0170	52001	42217718		FSP Grant	377,359.00		-	
GL: 2702	15	0704	0171	52001	42217718		FSP Grant	377,359.00		-	
GL: 2702	15	0704	0170	52001	42217720		FSP Grant	377,359.00		-	
GL: 2702	15	0704	0171	52001	42217720		FSP Grant	377,359.00		-	
GL: 4110	40	0820	0821	52001	41100000		Sales Tax-MSI	-		685,430.00	
GL:								-		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	

Rana Semaan \_\_\_\_\_ Steve Smith \_\_\_\_\_  
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:

Attachment: CSS- 23-1002946 (10532 : Award Freeway Service Patrol Contracts for FSP Beats No. 5 & 27)

**CONTRACT NO. 23-1002946****BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****PEPE'S INC.  
(DBA PEPE'S TOWING SERVICE)****FOR****FREEWAY SERVICE PATROL BEAT 27**

This contract (referred to as "Contract"), is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is: 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715; and Pepe's Inc. dba Pepe's Towing Service ("CONTRACTOR"), whose address is: 2000 W. Key St., Colton, California 92410. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties".

**RECITALS:**

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

**WHEREAS**, CONTRACTOR has confirmed that CONTRACTOR has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services 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 herein.

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK**

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



- 1.2 CONTRACTOR warrants that all employees shall have sufficient skill and experience to perform the Work assigned to them. CONTRACTOR further represents and warrants to SBCTA that its employees have all licenses, permits, qualifications (including medical certification) and approvals of whatever nature that are required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. CONTRACTOR shall perform, at its own cost and expense and without compensation from SBCTA, any Work necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the standard of care provided for herein, and shall be fully responsible to SBCTA for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the CONTRACTOR's errors and omissions. Any employee of CONTRACTOR who is determined by SBCTA to be a threat to the safety of persons or property shall be promptly removed by the CONTRACTOR from the duties under the Freeway Services Patrol ("FSP") Program as defined in Exhibit "A" and shall not be re-employed to perform any of the Work on the FSP Program.
- 1.3 The Project Manager for this Contract is Kelly Lynn or such other designee as shall be designated in written notice to CONTRACTOR from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals; demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

## **ARTICLE 2. CONTRACT TERM**

The Contract term shall commence upon issuance of the first of the following two written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst: NTP No. 1 for mobilization and NTP No. 2 for the start of service. The Contract shall continue in full force and effect through December 31, 2029 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. CONTRACTOR shall not be compensated for any Work performed or costs incurred prior to issuance of the applicable NTP.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONTRACTOR for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a FSP Time & Materials basis for all obligations incurred in, or application to, CONTRACTOR's performance of Work, and for which CONTRACTOR shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Two Million Three Hundred Fifty Eight Thousand Four Hundred Ninety Five Dollars (\$2,358,495). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include

CONTRACTOR's direct labor costs, indirect costs, and profit. SBCTA will not compensate CONTRACTOR for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

- 3.3 The hourly rates under this contract are identified in Exhibit "B". Identified below are the amounts authorized to be compensated for the following:
- 3.3.1 Extra Time: Will be compensated in one-minute increments when a truck goes beyond the end of its normal shift.
  - 3.3.2 Non-Penalized Down Time: Assessed in one-minute increments when a truck is "out of service" without violation, as set forth in Exhibit "C".
  - 3.3.3 Penalized Down Time: Assessed at five (5) times the hourly rate, broken down into one minute increments, when a truck is "out of service" in violation of the Contract, as set forth in Exhibit "C".
  - 3.3.4 Final extra time and penalty times shall be assessed at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONTRACTOR agrees to comply with Federal requirements in accordance with 2 CFR, Parts 200 and 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - 3.5.2 Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONTRACTOR to SBCTA.
- 3.6 Any Work provided by CONTRACTOR not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONTRACTOR's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.7 All subcontracts in excess of \$25,000 shall contain the above provisions.

## ARTICLE 4. INVOICING

- 4.1 Payment to CONTRACTOR as provided herein shall be payable in monthly billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with the instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONTRACTOR shall prepare invoices in a form satisfactory to and approved by SBCTA, and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a monthly billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice, except for the month of June, for which the invoice must be submitted by July 10<sup>th</sup>. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONTRACTOR during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONTRACTOR. Any costs incurred by CONTRACTOR in connection with the resubmission of a proper invoice shall be at CONTRACTOR'S sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:  
[ap@gosbcta.com](mailto:ap@gosbcta.com)
- 4.3 CONTRACTOR shall include a statement and release with each invoice, satisfactory to SBCTA, that CONTRACTOR has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONTRACTOR for its Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONTRACTOR until CONTRACTOR furnishes such statement and release.
- 4.4 INTENTIONALLY OMITTED
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to issuance of the applicable NTP or an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 INTENTIONALLY OMITTED
- 4.7 INTENTIONALLY OMITTED
- 4.8 CONTRACTOR agrees that throughout the term of this Contract, it shall not enter into any other FSP service contracts with any other public entities within the Southern California region, pursuant to which CONTRACTOR agrees to charge "FSP" service fees less than those charged under this Contract for substantially the same level of "FSP" services contemplated by this Contract. Should SBCTA establish that CONTRACTOR has agreed to charge such lower fees to another government agency, CONTRACTOR agrees to reduce its fees under the Contract to the lower fees charged to the other governmental agency and to refund SBCTA an amount equal to the difference between the fees provided in this Contract and the lower fees charged to the other government agency.

#### 4.9 **EXTRA WORK:**

At any time during the term of this Contract, SBCTA may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean any work which is determined by SBCTA to be necessary for proper completion of the Work, but which the parties did not reasonably anticipate would be necessary at the time of the execution of this Contract. Such work includes Construction FSP services, Weekend FSP services, and coverage of other Beats for which Contractors are selected in SBCTA's sole determination based on their Beat proximity and performance. "Extra Work" shall be compensated at the hourly rate as identified in Exhibit "B". CONTRACTOR shall not perform, nor be compensated for, Extra Work except as specifically authorized by SBCTA in writing prior to performance. Authorization for Extra Work up to \$25,000.00 will be subject to prior verification of then-existing contract authority and must be pursuant to SBCTA program manager's prior written approval, which may be provided via email. Authorization for "Extra Work" above \$25,000.00 must be issued by a written contingency amendment or contract amendment as applicable. All terms and conditions of this Contract shall apply to any "Extra Work" performed.

#### 4.10 **COVERAGE OF OTHER BEATS**

At times, other FSP Contractors will not be able to cover their shifts or complete their contractual obligations. A CONTRACTOR assigned to provide coverage on another contract/Beat is considered Extra Work and required to follow all FSP operational rules, policies and procedures for that Beat. CONTRACTOR's hourly rate for coverage shall be contracted FSP service hourly rate in this agreement.

In order for a CONTRACTOR to be considered for coverage of other Beats, the following criteria must be followed:

- CONTRACTOR is willing to provide coverage;
- CONTRACTOR is in good standing with CHP and SBCTA;
- There are funds available to cover the cost of the providing the coverage;
- CONTRACTORS should consider distance to the location of additional coverage and Log Book requirements before accepting service under this section;

4.11 **CONSTRUCTION FSP:** Construction FSP (CFSP) services are FSP services that are provided along a segment of highway that falls within a construction zone. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9, and will all require the authorization of SBCTA's Program Manager in writing as well as a written contingency amendment or contract amendment as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans led projects that are part of a Caltrans/SBCTA CFSP Cooperative agreement. These projects will require a cooperative agreement with Caltrans and the issuance of a Caltrans Task Order (CTO).
2. SBCTA requested CFSP: SBCTA led projects that will be funded by SBCTA.

3. City requested CFSP: City led projects that will be funded by the City.

Construction FSP services will typically be performed during non-regular SBCTA FSP hours. Should there be any cancellation of work, the following schedule will be followed for compensation of cancelled work:

- If the CONTRACTOR is scheduled to patrol the construction site, and is notified of a cancellation with less than a 24-hour notice, the CONTRACTOR will be compensated for three (3) hours of the agreed upon hourly truck rate.
- If the CONTRACTOR is notified during a CFSP beat that CFSP has been cancelled, the FSP operator will be paid for the entire shift period up to a maximum of eight (8) hours.

For purposes of CFSP, a shift period is defined as: the actual time of the CFSP shift assigned or a maximum of eight (8) contract truck hours, whichever is less.

The supervising FSP CHP Officer for the CFSP beat will make the final determination as to whether the CONTRACTOR will continue the CFSP beat or will return to its office.

#### **ARTICLE 5. MOBILIZATION COSTS PAYMENT**

The mobilization costs advance payment was made to CONTRACTOR to help offset pre-start date costs. CONTRACTOR shall pay back the zero Dollar (\$0) advance payment made at the time that the NTP No. 1 was provided. CONTRACTOR shall pay back this payment in twelve (12) equal monthly installments to be deducted from their monthly invoice by the Project Manager.

Failure to pay back the entirety of the Mobilization costs will result in withholding remaining balance from the final payment in the event of early termination.

#### **ARTICLE 6. TAXES, DUTIES AND FEES**

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

#### **ARTICLE 7. 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 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 8. PERMITS AND LICENSES**

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

## **ARTICLE 9. DOCUMENTATION AND RIGHT TO AUDIT**

- 9.1 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, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONTRACTOR shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONTRACTOR further agrees to maintain separate records for costs of Work performed by amendment. CONTRACTOR shall allow SBCTA, its representatives and agents to reproduce any materials as reasonably necessary.
- 9.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Project at any time. After CONTRACTOR receives any audit recommendations, the cost or price proposal shall be adjusted by CONTRACTOR and approved by SBCTA's Project Manager to conform to the audit recommendations. CONTRACTOR agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONTRACTOR to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONTRACTOR may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report

## **ARTICLE 10. RESPONSIBILITY OF CONTRACTOR**

- 10.1 CONTRACTOR shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONTRACTOR under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 10.2 Damage Complaints – CONTRACTOR shall notify CHP of a damage complaint from a motorist assisted by CONTRACTOR within eight (8) hours of CONTRACTOR's receipt of the complaint. CONTRACTOR's notice to CHP shall include the nature of the damage alleged. CONTRACTOR shall call the complainant within 24 hours of receipt of the complaint. If necessary, within 48 hours of receipt of the complaint, CONTRACTOR shall send an authorized representative and/or a representative of CONTRACTOR's insurer to inspect the vehicle and complete an incident report. If the investigation shows that CONTRACTOR caused the damage to the vehicle, CONTRACTOR shall negotiate in a good faith effort to resolve the claim, and shall report to the CHP the result of the

negotiations. All complaints shall be resolved within a reasonable period of time after original notice.

- 10.3 Damage Complaint Review Committee –The committee is comprised of CHP and SBCTA representatives. The committee will investigate damage complaints if necessary and make recommendations to the CONTRACTOR.
- 10.4 In addition to any other requirements of this Contract or duties and obligations imposed on CONTRACTOR by law, CONTRACTOR shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONTRACTOR within the areas of CONTRACTOR’s expertise. At any time during performance of the Scope of Work, should CONTRACTOR observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONTRACTOR shall immediately document such matters and notify SBCTA in writing. CONTRACTOR shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

## **ARTICLE 11. REPORTING**

All reports shall be submitted in accordance with Exhibit A “Scope of Work”. At a minimum, CONTRACTOR shall submit quarterly asset inventory reports. The report shall be sufficiently detailed for SBCTA to sufficiently address any difficulties or problems encountered with SBCTA owned property, so remedies can be developed.

## **ARTICLE 12. TECHNICAL DIRECTION**

- 12.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA’s Project Manager who is identified in Section 1.2, above. The term “Technical Direction” is defined to include, without limitation:
- 12.1.1 Directions to CONTRACTOR, which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the Scope of Work.
- 12.1.2 Provision of written information to CONTRACTOR, which assists in the interpretation of reports, or technical portions of the Scope of Work described herein.
- 12.1.3 Review and, where required by the Contract, approval of technical reports, and technical information to be delivered by CONTRACTOR to SBCTA under the Contract.
- 12.1.4 SBCTA’s Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key

Personnel; modifications to classifications, hourly rates and names of personnel; and modifications of the address of the CONTRACTOR. All such modifications will be documented in writing between the Parties.

- 12.2 Technical Direction must be within the Scope of Work under this Contract. Except as provided with regard to Extra Work in Section 4.9, SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 12.2.1 Increases or decreases the Scope of Work;
  - 12.2.2 Directs CONTRACTOR to perform Work outside the original intent of the Scope of Work;
  - 12.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
  - 12.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
  - 12.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
  - 12.2.6 Interferes with CONTRACTOR's right to perform the terms and conditions of the Contract unless identified herein; or
  - 12.2.7 Approves any demand or claims for additional payment.
- 12.3 Failure of CONTRACTOR and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of "DISPUTES" Article herein.
- 12.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 12.5 CONTRACTOR shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONTRACTOR, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONTRACTOR shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONTRACTOR, SBCTA shall:
- 12.5.1 Advise CONTRACTOR in writing within thirty (30) calendar days after receipt of CONTRACTOR's letter that the Technical Direction is or is not within the scope of this Contract.
  - 12.5.2 Advise CONTRACTOR within a reasonable time whether SBCTA will or will not issue a written amendment.



## **ARTICLE 13. CHANGES**

- 13.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONTRACTOR will be advised of any such changes by written notification from SBCTA describing the change. Except as provided in Section 4.9, this notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.
- 13.2 Promptly after such written notification of change is given to CONTRACTOR by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly, except as provided in Section 4.9.

## **ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY**

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

## **ARTICLE 15. 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 be contrary to the interests of SBCTA. CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Contract. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONTRACTOR. .

## **ARTICLE 16. KEY PERSONNEL**

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONTRACTOR shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the

labor rates) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA's Project Manager. CONTRACTOR shall not substitute any key personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate this Contract. Key Personnel are:

<b>Name</b>	<b>Job Classification/Function</b>
Manuel Acosta	Program Support
Lorenzo Navarro	Program Support
Pete Ortiz	Program Support
Fernando Soria	Program Support
Christopher Navarro	Supervisor
Jose Suarez	Supervisor
Dustin Diodato	FSP Program Manager
Robert Stutz	FSP Program Manager
David Camberos	Lead Driver
Carmen Reyes	Accounts Receivable
Marcos Lara	Fleet Manager

#### **ARTICLE 17. 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 they are supplying professional services in the performance of this Contract and agrees with SBCTA that the same shall conform to professional standards that are generally accepted in the profession in the State of California.

#### **ARTICLE 18. PROPRIETARY RIGHTS/CONFIDENTIALITY**

- 18.1 If, as a 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 sole property of SBCTA.
- 18.2 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.
- 18.3 Except as reasonably necessary for the performance of the Work, CONTRACTOR agrees that it, its employees and agents 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 unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was 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 and agents, 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, until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONTRACTOR, or its employees or agents.

- 18.4 CONTRACTOR shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 18.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.

## **ARTICLE 19. TERMINATION**

- 19.1 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 Work.
- 19.1.1 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 based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 19.1.2 CONTRACTOR shall be entitled to receive the actual costs incurred by CONTRACTOR to return CONTRACTOR's tools and equipment, if any, to it or its suppliers' premises in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 19.2 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 insolvency, 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, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONTRACTOR; (b) stop any Work of CONTRACTOR 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 SBCTA owned tools and equipment 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, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

19.2.1 CONTRACTOR shall deliver to SBCTA all SBCTA owned tools and equipment under this Contract prepared by CONTRACTOR or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

19.3 All claims for compensation 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 payment for prospective profits or any damages because of such termination.

## **ARTICLE 20. STOP WORK ORDER**

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

## **ARTICLE 21. 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.

## **ARTICLE 22. INSURANCE**

22.1 Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain road form insurance coverage at least as broad as the following minimum requirements specified below:

22.1.1 Worker's Compensation/Employer's Liability Insurance – The policies must include the following:

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

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONTRACTOR or any subcontractor of any tier. All subconsultants 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 below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

22.1.2 Garage Liability/Commercial General Liability. The policy must include the following:

- 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 be appropriate for the CONTRACTORS business and at a minimum shall 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 the 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 for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage.
  - If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 25 04).
- 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 sub-contractors of any tier performing any portion of the WORK for CONTRACTOR shall also obtain and maintain the CGL insurance coverage with limits equal to or above the limits required of the CONTRACTOR.

22.1.3 Umbrella/Excess CGL Insurance:

If the CONTRACTOR elects to include an umbrella policy to cover any of the excess limits required beyond the commercial general liability policy and/or the commercial tow truck automobile liability policy, 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.



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

22.1.4 Commercial Tow Truck Auto Insurance. The policy must include the following and may be combined with the excess liability policy to provide limits of coverage not less than:

- Auto Liability limits of not less than \$5,000,000 each accident. Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include scheduled autos, hired or non-owned autos
- Garage Keepers liability shall be provided under this policy or the Commercial General liability policy as a result of an endorsement or in a stand-alone Garage Keepers Coverage policy. Garage Keepers liability limits shall be equal to the estimated value of all vehicles that could be located at a single location or \$300,000, whichever is greater.
- On-Hook/Tow & Hitch Coverage -The policy must include or a stand alone policy be issued that includes the following:
  - \$100,000 Limit
  - Coverages for physical damages from accidents or damages to property occurring while a vehicle is in tow with limits of no less than the replacement cost coverage with no coinsurance penalty provisions, or depreciation costs.
  - Cargo coverage shall be provided under this policy as a result of an endorsement or in a stand-alone Cargo Coverage policy.

The commercial tow truck automobile liability insurance shall be written on the most recent edition of ISO form or equivalent acceptable to SBCTA and shall include, without limitation, contractual liability coverage and additional insured status for the Additional Insureds named below. CONTRACTOR waives all rights of subrogation against the Additional Insureds named below, for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial tow truck automobile liability insurance required herein.

22.1.5 Pollution Liability. The policy must include the:

- \$1,000,000 per claim or occurrence limits/\$2,000,000 in the aggregate.
- Coverage shall be written on an ISO form appropriate for the CONTRACTOR's business and work under this contract.

## 22.2 General Provisions

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

- 22.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation insurance and pollution liability insurance shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form that is substantially equivalent, to name San Bernardino County Transportation Authority and California Highway Patrol (CHP) and California Department of Transportation (Caltrans) their officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). with respect to all liability, claims or losses arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR permitted 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 any additional insured to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
- 22.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including certificates of insurance and the required endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP No. 2 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.
- 22.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation,

to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.

- 22.2.5 CONTRACTOR's and Sub-contractor's Insurance will be Primary. All policies required to be maintained by the CONTRACTOR or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONTRACTOR's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 22.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONTRACTOR shall require all of the policies and coverages required in Article 22 of this CONTRACT 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.
- 22.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide SBCTA ten (10) days prior written notice. In any event, CONTRACTOR will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONTRACTOR receives within one business day after CONTRACTOR receives it by submitting it to SBCTA at [procurement@SBCTA.ca.gov](mailto:procurement@SBCTA.ca.gov) 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.
- 22.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The



insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, 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.

22.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

22.2.10 Higher limits. If CONTRACTOR maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

22.2.11 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.

22.2.12 Project Specific Insurance - All insurance coverage required to be provided by CONTRACTOR, with the exception of automobile liability, pollution 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.

## **ARTICLE 23. INDEMNITY**

23.1 INTENTIONALLY OMITTED.

23.2 For all Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, California Highway Patrol (CHP) and California Department of Transportation (Caltrans) and their respective authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by an indemnified party on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to an indemnified party's "active" as well as "passive" negligence, but does not apply to an indemnified party's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

#### **ARTICLE 24. ERRORS AND OMISSIONS**

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

#### **ARTICLE 25. 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 sole property of SBCTA when prepared, whether delivered to SBCTA or not.

#### **ARTICLE 26. SUBCONTRACTS**

CONTRACTOR shall not subcontract performance of all or any portion of work/employees under this contract.

#### **ARTICLE 27. RECORD 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 their rights to require CONTRACTOR to comply with the Contract or to subsequently reject unsatisfactory Work or products.

#### **ARTICLE 28. 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 of Work or as to the manner, means and methods by which Work is 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 at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

#### **ARTICLE 29. ATTORNEY'S FEES**

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

### **ARTICLE 30. 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 31. FEDERAL, STATE AND LOCAL LAWS**

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

### **ARTICLE 32. PRECEDENCE**

- 31.1 The Contract consists of this Contract's Articles, Exhibit A "Scope of Work", and Exhibit B "Price Form for Time and Materials", Exhibit "C" Summary of FSP Violations and Penalties, the Standard Operating Procedures Manual, issued by the California Highway Patrol, SBCTA's Request for Proposal and CONTRACTOR's proposal, all of which are incorporated into this Contract by this reference.
- 31.2 The following order of precedence shall apply: first, the Contract Articles; second the Standard Operating Procedures (SOP) manual; third, Exhibits A and B and C (equal precedence); fourth, SBCTA's Request for Proposal; and last, CONTRACTOR's proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONTRACTOR shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

### **ARTICLE 33. COMMUNICATIONS AND NOTICES**

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONTRACTOR shall notify SBCTA of any contact information changes within ten (10) business days of the change.

<b>To PEPE'S INC.</b>	<b>To SBCTA</b>
<b>2000 W. Key St.</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>Colton, CA 92410</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: Fernando Soria/fsoria@pepestow.com</b>	<b>Attn: Kelly Lynn/klynn@gosbcta.com</b>
<b>cc: Lorenzo Navarro</b>	<b>cc: Procurement Manager</b>
<b>Phone: (951) 682-5682</b>	<b>Phone: (909) 884-8276</b>
<b>Email: lnavarro@pepestow.com</b>	<b>Email: procurement@gosbcta.com</b>

#### **ARTICLE 34. DISPUTES**

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, costs, expenses, work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONTRACTOR does not agree with the decision, then CONTRACTOR shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONTRACTOR, then such dispute is reviewable by a court of competent jurisdiction.
- 33.2 During resolution of the dispute, CONTRACTOR shall proceed with performance of this Contract with due diligence.

#### **ARTICLE 35. GRATUITIES**

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

#### **ARTICLE 36. REVIEW AND ACCEPTANCE**

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

#### **ARTICLE 37. CONFIDENTIALITY**

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

**ARTICLE 38. EVALUATION OF CONTRACTOR**

CONTRACTOR's performance may be evaluated by SBCTA periodically throughout the Contract performance period. A copy of the evaluation will be given to CONTRACTOR for its information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONTRACTOR if it submits a proposal on a future RFP issued by SBCTA.

**ARTICLE 39. DRIVING RECORD AND CRIMINAL HISTORY CHECK**

Pursuant to California Vehicle Code Sections 2430 *et seq.*, CONTRACTOR and its employees performing Work under this Contract are required to have a current, valid California driver's license and must undergo a Criminal History Check and driver's license check. Only after a completed CHP 234F and CHP 234 supplemental is received and accepted by CHP will a check of driver's license and criminal history be performed. Criminal history checks will be completed by CHP upon the acceptance of a CHP 234F. Any employee of the CONTRACTOR not meeting the requirements identified herein will be automatically excluded from performing Work under this Contract. In addition, SBCTA and/or CHP may, in their sole discretion, require CONTRACTOR to replace any employee or potential employee who is determined to be unsuitable to represent the FSP Program based on the Criminal History Check.

**ARTICLE 40. SAFETY**

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

**ARTICLE 41. DRUG FREE WORKPLACE**

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

**ARTICLE 42. ASSIGNMENT**

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

**ARTICLE 43. AMENDMENTS**

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

**ARTICLE 44. PREVAILING WAGES**

INTENTIONALLY OMITTED



#### **ARTICLE 45. CONTINGENT FEE**

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

#### **ARTICLE 46. 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, and 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 CONTRACTOR to perform or failure of CONTRACTOR to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONTRACTOR.

#### **ARTICLE 47. WARRANTY**

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

#### **ARTICLE 48. ENTIRE DOCUMENT**

- 48.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 48.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONTRACTOR hereby stipulates that it has not relied, and will not rely, on same.
- 48.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract.

Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

**ARTICLE 49. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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

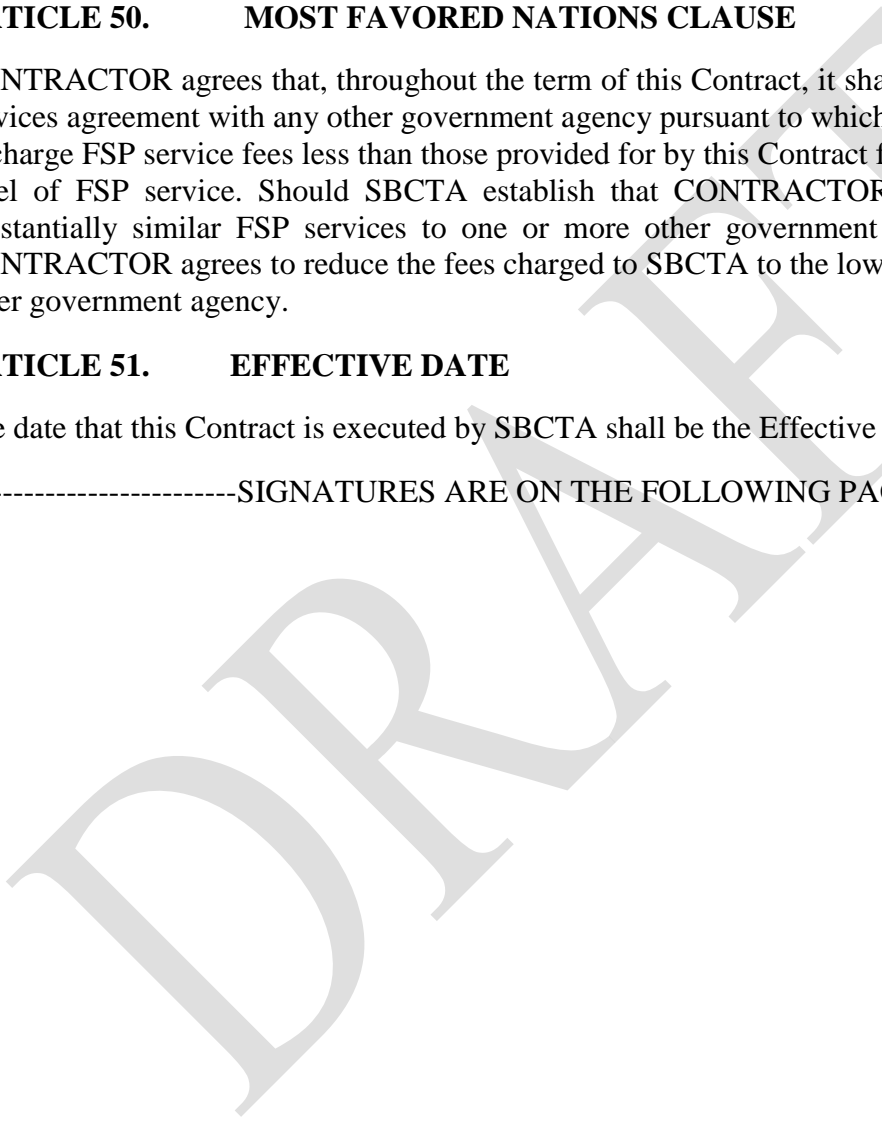
**ARTICLE 50. MOST FAVORED NATIONS CLAUSE**

CONTRACTOR agrees that, throughout the term of this Contract, it shall not enter into any FSP services agreement with any other government agency pursuant to which CONTRACTOR agrees to charge FSP service fees less than those provided for by this Contract for substantially the same level of FSP service. Should SBCTA establish that CONTRACTOR has agreed to provide substantially similar FSP services to one or more other government agencies at lower fees, CONTRACTOR agrees to reduce the fees charged to SBCTA to the lower amount charged to the other government agency.

**ARTICLE 51. EFFECTIVE DATE**

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

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



Attachment: 23-1002946 Beat 27 (10532 : Award Freeway Service Patrol Contracts for FSP Beats No. 5 & 27)

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

**PEPE'S INC., dba PEPE'S TOWING SERVICE**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Jose Acosta  
President

By: \_\_\_\_\_  
Dawn M. Rowe  
President, Board of Directors

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

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

By: \_\_\_\_\_  
Manuel Acosta  
Treasurer

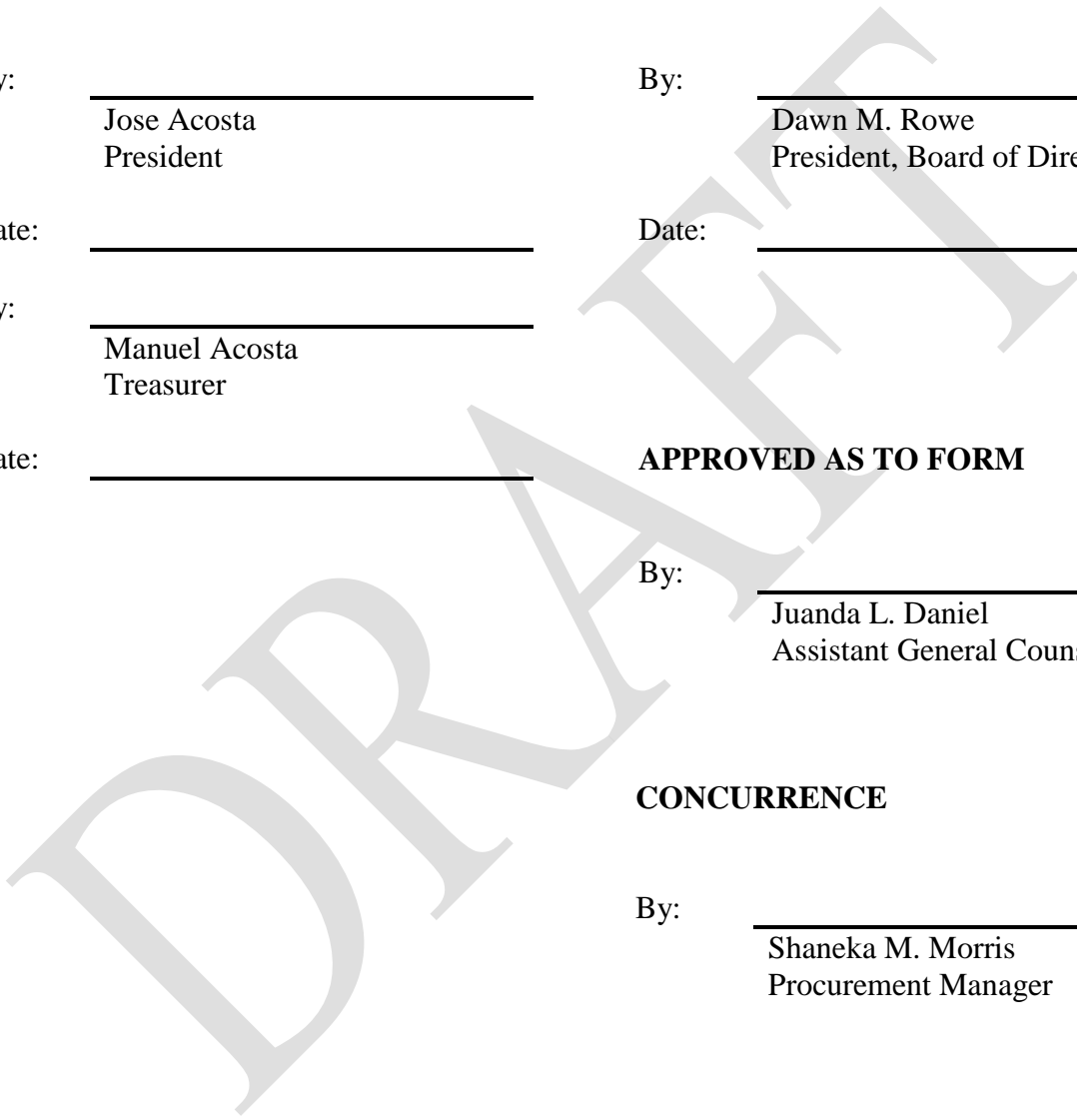
Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Juanda L. Daniel  
Assistant General Counsel

**CONCURRENCE**

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



Attachment: 23-1002946 Beat 27 (10532 : Award Freeway Service Patrol Contracts for FSP Beats No. 5 & 27)



**EXHIBIT A  
SCOPE OF WORK**

DRAFT

Attachment: 23-1002946 Exhibit A Beat 27 (10532 : Award Freeway Service Patrol Contracts for FSP Beats No. 5 & 27)

**EXHIBIT A**  
**SCOPE OF WORK**  
**RFP NO. 23-1002946**  
**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**(SBCTA)**  
**FREEWAY SERVICE PATROL (FSP)**  
**BEAT NO. 27 INTERSTATE 15 (I-15) SIERRA AVENUE**  
**TO OAK HILL ROAD**

---

**BEAT NO. 27**

**1.0 SUMMARY SCOPE OF WORK**

**FSP PROGRAM PURPOSE SUMMARY**

The purpose of the SBCTA FSP Program is offered in partnership by SBCTA, California Highway Patrol (CHP), and the California Department of Transportation (Caltrans). The goal of this partnership and of the SBCTA FSP Program is to keep the freeways moving and reduce the chance of secondary accidents. FSP is a team of tow trucks that travel on select San Bernardino County freeways during peak commute hours to assist motorists with car trouble. FSP Tow Truck Drivers will assist the motorists by providing services ranging from changing a flat tire to providing minor mechanical assistance, at no cost to the motorist.

**NOTICE TO PROCEED (NTP) NO. 1 (ESTIMATED MAY, 2024):**

The deliverables associated with NTP No. 1 of this CONTRACT include the project ramp-up/preparation, the purchase of the required number of FSP certified tow trucks, and equipment installations in accordance with section 4.0 "Equipment Requirements". Moreover driver trainings, and inspections in accordance with section 5.0 "Drivers."

**NTP NO. 2 (ESTIMATED DECEMBER 1, 2024):**

The deliverable associated with NTP No. 2 is proof of required insurance coverage to SBCTA, sent to insurance@gosbcta.com, at a minimum of no less than ten (10) business days prior to the start date of providing FSP services to motorists. FSP services for Beats 5 and 27 are scheduled to begin on Tuesday January 2, 2025 (Monday, January 1, 2025 is a scheduled holiday for the FSP Program).

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver or Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions **DO NOT** warrant, Drivers will move the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop points assigned by CHP.

The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All FSP tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services are not all-inclusive. Where conditions permit, safe removal of small debris may also be required. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be offered to be towed to a designated drop point identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow Operator after an FSP shift, the Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage.

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual. The CHP is responsible for the day-to-day field supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, an FSP CHP Officer should be notified of the incident. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterwards, FSP CHP Officers will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. The required number of FSP certified Trucks for Beat No. 27 is one (1) primary certified FSP Trucks and one (1) certified back-up FSP Tow Truck.

At times, SBCTA, a city, and/or the California Department of Transportation (Caltrans) will have construction projects on the highways that may require Construction FSP. Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9 of the contract, and will all require the

authorization of SBCTA's FSP Program Manager in writing as well as a written contingency amendment or contract amendment as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans led projects that are part of the Caltrans/SBCTA CFSP Cooperative agreement. These projects will also require the issuance of a Caltrans task order.
2. SBCTA requested CFSP: SBCTA led projects that will be funded by SBCTA.
3. City requested CFSP: City led projects that will be funded by the City.

### **FSP HOURS OF OPERATION**

FSP standard hours of operation are:

- Monday through Friday morning shift hours are scheduled from 5:30 am to 8:30 am;
- Monday through Thursday afternoon shift hours are slated from 2:00 pm to 6:30 pm;
- Friday afternoon shift is scheduled from 12:00 pm to 6:30 pm;
- Saturday and Sunday shifts (If applicable to the primary FSP Beat) are scheduled from 10:00 am to 6:00 pm.

**SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of "Extra Work".**

### **FSP TECHNICAL ADVISORY COMMITTEE (TAC) MEETING**

CONTRACTOR or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meetings scheduled every other month. The FSP TAC will encompass focused and informal/formal discussions concerning but not limited to: scope, services, schedule, safety and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all FSP TAC meetings who have the ability to make management-level decisions on the behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a FSP TAC meeting, CONTRACTOR shall notify SBCTA and FSP CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled for the entire calendar year; FSP CHP provides the schedule via email.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

### **2.0 CONTRACT REPRESENTATIVES**

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the contract for the service. An SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual at all times. Also note that SBCTA's contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

### 3.0 SERVICE LOCATION

SBCTA FSP operates on selected freeway segments referred to as “Beats”. Each Beat has specific turnaround locations and designated drop points identified by the CHP. The Beat limits for FSP Beat No. 27 is at Interstate 15 (I-15) from Sierra Avenue to Oak Hill Road. Additional information regarding the beat limit service location is identified in section 8.0 Beat Description and section 9.0 Beat Map of the SOW.

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat for example) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written notification (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SBCTA reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

### 4.0 TOW YARD LOCATION AND SECURITY

The CONTRACTOR shall be responsible for the security of vehicles and property at their facility. At a minimum, must have a secure area to store FSP tow vehicles at their facility, including CONTRACTOR controlled access, fencing or physical barrier separating public access from tow yard, security system, sufficient lighting, and security cameras to where vehicles are stored such as a fenced or enclosed area. The CONTRACTOR is responsible for the reasonable care, custody, and control of any property contained in its facility.

The CONTRACTOR will be responsible for assuring that all SBCTA FSP related equipment is contained in a secure environment and protected from theft or damage. The CONTRACTOR will be responsible for any replacement or repair cost for SBCTA provided equipment that is not considered normal wear and tear.

### 5.0 EQUIPMENT REQUIREMENTS

#### A. Tow Truck Requirements.

Primary FSP Flat Bed Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non-FSP hours.

All trucks proposed for use in the FSP program should be less than a year old with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract. Extenuating circumstances dictating departure from this specification should be at the consensus of the local FSP partners. The age limit for a FSP truck shall be no longer than 5 years for cab, chassis, and bed components. Trucks are required to be fully equipped according to contract requirements prior to the beginning of each shift. Refer to Attachment B: TOW TRUCK INSPECTION GUIDE FOR FREEWAY SERVICE PATROL CONTRACT OPERATION 818-FSP-TIG, contained in the FSP SOP.

The CHP, in conjunction with SBCTA, will verify the original purchase dates to ensure compliance. All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for

the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all Local, State and Federal laws applicable to that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained FSP Certified Tow Truck(s) or improperly equipped FSP Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be required to have a FSP Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP Certified Back-Up Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA FSP back-up truck requirement(s). Only the FSP Beat No. 27 FSP Certified Flat Bed Back-Up Tow Truck should be utilized.

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, mud flaps, employment advertisement, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. For the most updated SBCTA FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.



### SBCTA CERTIFIED FSP TOW TRUCK EQUIPMENT LIST

**Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.**

Current Registration/ Insurance	Fire Extinguisher: 4BC Rating, new or exp:
Age limit: 5 years for cab, chassis, and bed components	Broom: 24 inches wide, coarse bristle
Minimum seating capacity for 5 adults	Shovel: Square point
Paint: White Only, 4" max black lettering	Large Pry Bar: Minimum 36-inch length
Rubber faced push bumper(s)	Wood Crossbeams: 1 ea., 4"x4"x48" and 4"x4"x60"
Vehicle numbers on both sides	Hydraulic Floor Jack: 2-Ton capacity
2 FSP signs or 3 FSP signs for flatbeds	Portable air tank: 80 psi. min, or compressor w/ 50' min hose
Headlights	Bolt Cutters
Turn Signals	Trailer Hitch Balls: 1 7/8" and 2", with mount
Reflectors, Front and Side	One 4 -Ton snatch block
Clearance Lamps (>80" Wide)	Flares: Total burn time of 360 minutes minimum
Amber Warning Lights: Front/rear selectable, rear directional, in-cab controls	Metric and Standard 4-way Lug Wrenches
License Plate Lamp	Sledgehammer: 4 pounds
Tail Lamps	Utility/ Motorcycle Straps
Stop Lamps	Steering Wheel Securement Device
Backup Lamps	Funnel with flexible spout
Rear work lights	Water Container: Plastic, 5 gallons
Reflectors, Rear	Fuel in Approved Plastic Containers: Gas/Diesel, 5 gal. each
Extension Tail/ Stop Lamps	Absorbent Can with lid: 5 gal. of clean absorbent
Fenders / Mudguards	Trash Can with lid: 5 gal., empty
Windshield	Cones: 6 ea., 18-inch height, reflectorized w/ tape
Windshield Wipers	Booster cables: 3 ga. Cu., 25 ft., H-D clamps, fit truck
Spotlight: Body mounted, front to rear coverage	Flashlight
Service Brakes	Spare batteries/ Charger for rechargeable
Parking Brake	First Aid kit: 5"x9"
Mirrors	Lockout Tool Set
Horn	Warning Devices (Reflectors)
Beam Indicator	Jack stand: 2-Ton capacity
Cab interior lighting suitable for reading and writing	
Truck to Shop Communications System	
FSP Two-Way Radios / Terminals	
Scanner: Operating and properly programmed	Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required.  The TOOLBOX list may be supplemented at the CONTRACTOR's option and expense
Public Address System	<b>Tool Kit</b>
Booster Cable Connectors: mounted front and rear	Screwdrivers: 1/8", 3/16", 1/4", 5/16" Flat; #1, #2 Philips
Battery Rating: 60 Amp-hour or greater	Adjustable Wrenches: 8" and 12"
Tire Tread	Pliers: Needle nose and adjustable rib joint, 2-inch capacity
Wheels	Duct tape, Electrical tape, mechanics wire: 1 roll each
Suspension	Rubber Mallet
Steering	Tire Pressure Gauge
Frame	Safety glasses
Exhaust System	Wheel chock
Fuel Cap(s)	

**WRECKER - GENERAL**

Manufacturer Rating Plates	Throttle Control
Wrecker Controls on both sides of vehicle	Hydraulic Rams, Hoses, Valves
Control Labels	Winch: Type:
Body and Towing Equipment Mounting Bolts	Winch: Rated 8,000 pounds on first cable layer
Cable Sheaves	Safety chain D-ring or eyelet mounted on rear of truck

**WHEEL LIFT**

Minimum GVWR: 14,000 lbs.	"L" Arms
Wheel Lift Assembly; Rated 4,000 Pounds-Extended	Cradle / Straps/ Chains
Pivot Pin	Claw
(2) Wheel Tie Down Safety Straps with ratchets	100' 3/8" 6x19 Wire rope or OEM Specifications
4-Ton Boom Assembly (if equipped)	(2) Tow Chains 5/16" Grade 70 with J/T Hooks
Sling Assembly; Rating: 4,000 Pounds (if equipped)	Tow Dolly (with wheel tie down straps)
One pair of spacer blocks or 2 wood blocks 4"x6"x12"	(2) Safety Chains; 5/16" Alloy or OEM Specifications 5-foot min. length

**CAR CARRIER/ TWO VEHICLE**

GVWR: Minimum. 23,500 lbs. Chassis	50' 3/8" 6X19 Wire rope or OEM Specifications
Carrier Bed Frame	J/T Hook Loading Bridle Chains
Bed Material: Steel or Aluminum	4 Safety Chains 5/16" Alloy or OEM Specifications
Bed Length: 19.5 ft. minimum	(4) Wheel Tie Down Safety Straps with ratchets
Bed Hinges	One pair of spacer blocks or 2 wood blocks 4"x6"x12"
Bed Safety Lock	Motorcycle loader for flatbeds with (6) Utility/ Motorcycle straps
Tie Downs: 8 each, one near each corner of the bed, two each side of bed distributed between corner tie downs, each must accommodate snatch blocks	(2) Safety Chains; 5/16" Alloy or OEM Specifications 5-foot min. length
Wheel Lift Assembly; Rated 4,000 Pounds-Extended	"L" Arms
Pivot Pin	Cradle / Straps/ Chains
(2) Wheel Tie Down Safety Straps with ratchets	Claw

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each and every shift. An Inspection form, which is in the tablet FSP data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

**Installation of FSP related equipment:**

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back up FSP Tow Trucks no later than ten (10) business days prior to the start date of the Beat(s). No exceptions. If SBCTA is not able to access the required primary and back up FSP tow trucks by the tenth (10<sup>th</sup>) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit "C" of the contract.



At times, equipment such as an “outside speaker”, or a handheld “mic,” and/or “FSP Tablet” for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP-related equipment needs to be replaced due to negligence by the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR’S invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, Supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their “FSP Certified Back-Up Tow Truck” on the Beat to cover the shift.

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an “outside speaker” or a “mic”) as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding “installation standards”, the CONTRACTOR is to contact SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or FSP CHP Officer, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

#### **B. FSP Certified Back-Up Tow Truck**

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit “C” of the contract for further details on violations and penalties. FSP Certified Tow Trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If a FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle’s availability to work the Beat area within the 45 (forty-five) minute time period (after which point penalties begin to accrue).

### **C. Vehicle Breakdown and Other Missed Service**

A FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) minutes of the time when a primary FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Tow Truck is provided. This 45 (forty-five) minute period prior to the imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in accordance with section 4.0 "Equipment Requirements" paragraph A "Tow Truck Requirements", in which case fines shall begin immediately. If a FSP Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow Truck maintenance shall be performed during non-FSP service hours.

In the event that a FSP Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the Driver must indicate in the "notes" section of the FSP Tablet (per section 4.0 "Equipment Requirements" paragraph E "Communications Equipment") that the CONTRACTOR has switched to an FSP Certified Back-Up Tow Truck.

In addition, failure to have a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have a FSP Certified Back-Up Tow Truck on the Beat within the 45 (forty-five) minute time period.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission (RCTC) or any other FSP service do not qualify as meeting the back-up tow truck requirement noted above.

### **D. Vehicle Identification.**

It shall be the Driver's sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks. The detachable markings (magnetic or other forms of FSP signage) provided by SBCTA must be placed on the center of both doors (front driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP-related signage completely flat, clean, out of direct sunlight and out of public view when being stored.

### E. Communications Equipment

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR's monthly invoice, any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR's improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three business days – pursuant to direction by SBCTA FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). ***Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SBCTA and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video, or to capture any other images while performing FSP duties during FSP operational hours, or capture any FSP-related images during non-FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP-related data or images are found on any social media outlet or networks not authorized by SBCTA, the driver or drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SBCTA, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow truck or during non-FSP operational hours. During FSP operational hours, Tablet Computers must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Any other location is not permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the course of the contract. If upon inspection SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

#### **F. Equipment Tampering**

Tampering with FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications, and/or is disconnected, or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

- 1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.



- 2) SBCTA shall designate the AVL installer and technician that will review and repair the AVL systems.
- 3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTORS monthly invoice. Please refer to Contract Exhibit "C" for further details on violations and penalties.

## 6.0 DRIVERS

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

### FSP Driver Certification Requirements

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:

1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.
2. Successfully pass a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass a FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Issued a FSP Driver Identification Card.
10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.
11. As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a valid California driver's license and criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a California driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.
12. The California driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.
13. The criminal history check will consist of a livescan background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract. **The cost of the livescan and DL will be at the CONTRACTOR's expense.**
14. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.
15. In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Drivers from other FSP service areas will be evaluated by the CHP FSP Officer on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time they leave the assigned Beat, whether to replenish expendable items such as gasoline or radiator water, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Pre-shift inspection worksheet prior to the commencement of driving the tow truck. This must be completed at the tow yard, prior to leaving the yard and driving to the Beat.
- Log of mileage prior to commencement of driving the tow truck on the Beat and at the end of the shift. This must be completed in a safe location at or near the Beat location, prior to beginning the shift and at the end of the shift.

The Driver shall also be required to complete an assist record, on the Tablet Computer, for each incident.

Driver will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the FSP Tow Truck Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to the FSP CHP Officers by the 10<sup>th</sup> day of the preceding month as quickly as possible as and no longer than a maximum of thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles (DMV) Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year is required. The SBCTA FSP Program conducts a one hour refresher training class/meeting each quarter, for a total of four hours of on-going training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

### **Driver Equipment**

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

A detachable brass or gold in color nameplate shall be worn with the first initial of the first name and full last name of the Driver. Letters shall not exceed ½" tall; nameplate must be approved by an FSP CHP officer. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo shall be sewn/silkscreened on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo shall be sewn/silkscreened on the left sleeve of the vest. A large FSP logo shall be sewn/silkscreened across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logos already sewn/silkscreened on per CHP's required FSP logo placement locations. The brass or gold nameplate with the Driver's first initial of first name and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate.** An FSP logo is not required to be sewn/applied on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions or clarifications.

Rain gear shall be waterproofed material, navy blue or yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo may be sewn/silkscreened on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn which must be navy blue in color and worn only with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual in making sure it is following the most recent Driver equipment requirements.



## 7.0 LOCAL OFFICE

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative, who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and shall be located in Riverside, San Bernardino, Los Angeles or Orange counties. An FSP Certified Back-Up Tow Truck and an FSP Certified Back-Up Tow Truck Driver must be available within a 45 minute request regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner and email through which they, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. An email address that is monitored throughout each day shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit "C" of this contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

## 8.0 BEAT DESCRIPTIONS

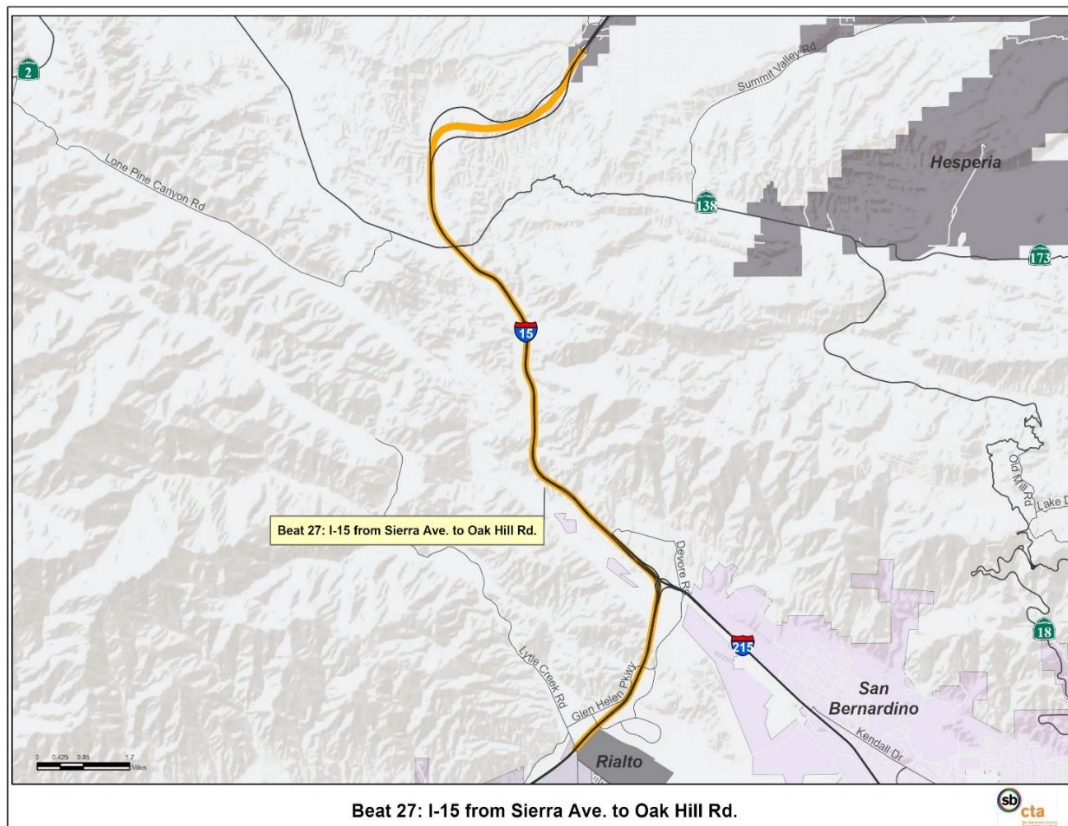
Beat #	Beat Description	One-Way Length in Miles	No. of Primary FSP Flat Bed Trucks in both AM and PM	No. of FSP certified Back-Up Flat Bed Tow Trucks
27	Interstate 15 (I-15) Sierra Avenue to Oak Hill Road	14	1	1

Please refer to Attached Map of Beat No. 27 area

Beat 27 is currently scheduled to operate from **5:30 a.m. to 8:30 a.m.** and from 2:00 p.m. to 6:30 pm (Monday through Thursdays). On Fridays, the PM shift begins at 12:00 p.m. to 6:30 p.m.

FSP Beat No. 27 requires one (1) Primary FSP Certified Flat Bed Tow Trucks and one (1) Primary Flat Bed FSP Certified Back-up Tow Truck available during all FSP operational service hours.

## 9.0 BEAT MAP



## 10.0 FSP SERVICE HOURS AND EXTRA WORK HOURS

Approximate total service hours per primary vehicle per year is estimated to be as follows:

- Approximate Service Hours (Monday-Friday) per primary vehicle per year: 2,116 hours
- Approximate “Extra Work” Contingency weekend hours (Saturday- Sunday) per primary vehicle per year: 765 hours

**SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat and hours of operation) during the course of the Contract.**

All Beats may be asked to participate in possible SBCTA’s “FSP Extra Work weekend contingency services”, on an as needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual amount of weekend hours or number of weekend trucks are not guaranteed. Written notice from SBCTA shall be required for commencement and termination of “FSP Extra Work weekend contingency services”.

“Extra Work” for emergency coverage may be assigned for any of the nine (9) SBCTA FSP service areas:

1. Beat 5: SR-60 from Milliken Avenue to Reservoir Street (Los Angeles County line)
2. Beat 9: I-10 from Indian Hill Boulevard (Los Angeles County line) to Haven Avenue
3. Beat 10: I-10 from Haven Avenue to Sierra Avenue
4. Beat 11: I-10 from Sierra Avenue to Waterman Avenue
5. Beat 14: I-215 Center Street from the Riverside County line to Devore Road

6. Beat 23: I-15 from the Riverside County line to Sierra Avenue
7. Beat 27: I-15 from Sierra Avenue to Oak Hill Road
8. Beat 29: I-10 from Waterman Avenue to County Line Road (Riverside County line)
9. Beat 31: SR-210 from the Los Angeles County line to Citrus Avenue

FSP Beat No. 27 is the priority Beat for this RFP, which means that should a primary truck go down; the “Extra Work” Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

The contractor shall hold to all required standards addressing truck image and maintenance for the FSP Certified Back-Up Tow Truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the “Extra Work” Beat.

Each SBCTA tow operator agreement contains a clause regarding the Construction Freeway Service Patrol (CFSP). The goal of CFSP is to assist in construction zones outside of regular FSP hours or locations. The work is provided as “Extra Work” due to the uncertainty of the hours or changes in construction related to CFSP “Extra Work” projects.

**SBCTA reserves the right to change Beat hours, the length of a Beat, and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of “Extra Work”.**

## 11.0 FSP HOLIDAYS

### PRELIMINARY LIST OF FSP HOLIDAYS

Services are to be provided on the days and hours designated in the Contract with the exception of the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents’ Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year’s Day (January 1 – varies)

In addition to the above service hours, at the discretion of SBCTA and the FSP CHP Officers, additional service may be requested on certain “high traffic days” prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day).

**EXHIBIT B  
PRICE FOR TIME AND MATERIALS**

DRAFT

Attachment: 23-1002946 Exhibit B (10532 : Award Freeway Service Patrol Contracts for FSP Beats No. 5 & 27)

**Exhibit B**

Price Form for Time and Materials  
 Contract: 23-1002946  
 Compensation and Payment  
 Overview Contract No. 23-1002946 with Pepe's Inc. for Beat 27  
 Beat 27 Term  
 NTP I: May,2024-December 31, 2024  
 NTP II: Jan 1, 2025-December 31, 2029

NTP I May 2024- December 31, 2024						
PERIOD OF PERFORMANCE/ NTP I DELIVERABLES FSP Tow Truck Purchase, Mobilization, AVL and Radio installation, FSP Driver Training, Project ramp-up, and Tow Vehicle inspections	ESTIMATED BASELINE HOURS	ESTIMATED WEEKEND HOURS SUBJECT TO SBTA APPROVAL	7% MORE HOURS	ESTIMATED TOTAL HOURS	HOURLY RATE	NOT-TO EXCEED AMOUNT
May 2024- December 31, 2024	N/A	N/A	N/A	N/A	\$0.00	\$0

BEAT 27- FSP SUPPORT NTP II JANUARY 1, 2025- DECEMBER 31, 2029 One Primary FSP Tow Trucks plus one certified FSP Back Up Tow Truck is required						
PERIOD OF PERFORMANCE/ NTP II DELIVERABLES FSP SUPPORT SERVICES	ESTIMATED BASELINE HOURS	ESTIMATED WEEKEND HOURS *Subject to SBCTA Approval*	7% MORE HOURS	ESTIMATED TOTAL HOURS (1 Truck)	HOURLY RATE	NOT-TO-EXCEED AMOUNT (TOTAL HOURS X HOURLY RATE)
YEAR 1: FY 24/25-FY 25/26 (1/1/25-12/31/25)	2,116	765	202	3,083	\$145.00	\$447,035
YEAR 2: FY 25/26-FY 26/27 (1/1/26-12/31/26)	2,116	765	202	3,083	\$145.00	\$447,035
YEAR 3: FY 26/27-FY 27/28 (1/1/27-12/31/27)	2,116	765	202	3,083	\$145.00	\$447,035
YEAR 4: FY 27/28-FY 28/29 (1/1/28-12/31/28)	2,116	765	202	3,083	\$165.00	\$508,695
YEAR 5: FY 28/29-FY 29/30 (1/1/29-12/31/29)	2,116	765	202	3,083	\$165.00	\$508,695
<b>CONTRACT TOTAL</b>	<b>10,580</b>	<b>3,825</b>	<b>1008</b>	<b>15,413</b>		<b>\$2,358,495</b>

<p><b>NTP II YEAR 1-3</b>  <b>EXTRA TIME, NON PENALIZED DOWN TIME AND                  PENALIZED DOWN TIME PER MINUTE RATES</b>                  Extra Time: \$(2.42) per minute                  Non-Penalized Down Time: \$(2.42) per minute                  Penalized Down Time: \$(7.26) Per Minute</p>
<p><b>NTP II YEAR 4-5</b>  <b>EXTRA TIME, NON PENALIZED DOWN TIME AND                  PENALIZED DOWN TIME PER MINUTE RATES</b>                  Extra Time: \$(2.75) per minute                  Non-Penalized Down Time: \$(2.75) per minute                  Penalized Down Time: \$(8.25) Per Minute</p>
<p><b>WEEKEND HOURS, EXTRA WORK HOURS, CFSP                  CALTRANS LED, AND SBCTA LED SUPPORT                  PROJECTS                  ARE NOT GUARANTEED AND SUBJECT TO SBCTA                  APPROVAL</b></p>

Attachment: 23-1002946 Exhibit B (10532 : Award Freeway Service Patrol Contracts for FSP Beats No. 5 & 27)

**EXHIBIT C  
PENALTIES**

DRAFT

Attachment: 23-1002946 Exhibit C (10532 : Award Freeway Service Patrol Contracts for FSP Beats No. 5 & 27)

**EXHIBIT C**  
**SUMMARY OF FSP VIOLATIONS AND PENALTIES**

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SBCTA.

<b>Relevant section</b>	<b>Description of violation</b>	<b>Penalty</b>
12.0	Contractor does not have one (1) primary and one (1) back-up (flat bed) tow trucks "FSP" ready for SBCTA to install equipment and for CHP to inspect ten (10) business days prior to the start of a Beat.	Flat \$1,000 fine. In addition, should the trucks not be ready by the start of shift, the Contractor shall be fined three times the hourly rate in one minute increments for every minute compliance is not met.
5.0	Not meeting tow truck requirements outlined in the contract.	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Flat Bed tow truck not made available <u>within 45 minutes</u> due to equipment/truck breakdown.	The CONTRACTOR has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate.  Time beyond 45 minutes will be calculated as penalized time (Three (3) times the hourly contract rate in one (1) minute increments). Exact penalized down time rate is detailed in the Contract.  If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
12.0	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, or not supplying Driver the proper equipment as required in the FSP Contract.	The fine amount shall not exceed \$50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	Tablet Computers not being charged in designated location during non-FSP operational hours.	\$50.00 per tablet
5.0 E	Email correspondence from CHP/SBCTA not being acknowledged.  It is critical that the email address that the CONTRACTOR provides is working at all times. CONTRACTOR is required to report problems with email system immediately to SBCTA.	\$100.00 per day of no response
5.0 E	Lost/damaged equipment	Full cost if lost or damaged beyond normal wear and tear. If equipment is repairable, the cost of the repair shall be deducted from contractors invoice.



SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	\$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the CONTRACTOR'S penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	\$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer unique digit survey number >10%	\$50 and up. Case by case basis as determined by FSP Management.

DRAFT

## *Minute Action*

AGENDA ITEM: 13

***Date:*** May 1, 2024

***Subject:***

Amendment No. 2 to Contract No. 22-1002736 and Amendment No. 5 to Contract No. 20-1002323 for Freeway Service Patrol

***Recommendation:***

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

A. Approve Amendment No. 2 to Contract No. 22-1002736 for Freeway Service Patrol (FSP) Beat No. 9 with Royal Coaches Auto Body & Towing to provide regular FSP and Construction Freeway Service Patrol (CFSP) service, increasing the contract amount by \$704,500 for a new not-to-exceed amount of \$3,807,014 to be funded with State FSP funds, Department of Motor Vehicle (DMV) Safe Funds for regular FSP services, and Measure I Valley Freeway and Measure I Valley Interchange Program funds for SBCTA CFSP Express Lanes support.

B. Approve Amendment No. 5 to Contract No. 20-1002323 for FSP Beat No. 11 with Carpe Carma LLC, DBA Pomona Valley Towing to provide regular FSP and CFSP service, increasing the contract amount by \$87,898 for a new not-to exceed amount of \$2,420,105 to be funded with State FSP funds, DMV Safe Funds for regular FSP services, and Measure I Valley Freeway Program funds for SBCTA CFSP Express Lanes support.

***Background:***

The Freeway Service Patrol (FSP) Program consists of a fleet of tow trucks patrolling urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet patrols up and down is referred to as a “Beat.” The FSP Program is extremely beneficial to the motoring public by reducing the amount of time a motorist is in an unsafe condition in traffic lanes, reducing traffic delays, as well as decreasing fuel consumption, vehicular emissions, and secondary incidents. San Bernardino County Transportation Authority (SBCTA) began its program in January 2006 and has several separate Beats in operation, assisting more than 7,100 motorists each month.

Each SBCTA tow operator agreement contains a clause regarding Construction Freeway Service Patrol (CFSP) services. The goal of CFSP is to assist in construction zones outside of regular FSP hours or locations. The work is provided as “Extra Work” due to the uncertainty of the hours or changes in construction.

The CFSP project is to provide FSP support services related to SBCTA led construction activity for the SBCTA Express Lanes construction projects along Beats 9 and 11.

FSP Beats 9 and 11 cover the following areas:

1. Beat 9: Interstate 10 (I-10) Indian Hill Boulevard (Los Angeles County line) to Sierra Avenue
2. Beat 11: I-10 from Sierra Avenue to Waterman Avenue

SBCTA staff coordinated with tow operators that have the appropriate resources to provide the requested CFSP “Extra Work” services support. As a result, it was determined that Royal Coaches Auto Body & Towing had the appropriate resources to provide CFSP support for the SBCTA led CFSP Express Lanes construction project for Beat No. 9, and that Carpe Carma,

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

May 1, 2024

Page 2

LLC, DBA Pomona Valley Towing had the appropriate resources for the SBCTA led CFSP Express Lanes project support along Beat No. 11.

The “Extra Work” provisions for each contract are listed below:

- Per Article 4, section 4.9 titled “Extra Work” in Contract No. 22-1002736, for FSP Beat No. 9 with Royal Coaches Auto Body & Towing; “Authorization for “Extra Work” above \$25,000 must be issued by a written contingency amendment or contract amendment as applicable. All terms and conditions of this contract shall apply to any “Extra Work” performed”.
- Per Article 4, section 4.9 titled “Extra Work” in Contract No. 20-1002323, for FSP Beat No. 11 with Carpe Carma LLC, DBA Pomona Valley Towing; “Authorization for “Extra Work” above \$100,000 must be pursuant to a written contract amendment approved by SBCTA’s Board of Directors. All terms and conditions of this contract shall apply to any “Extra Work” performed”.

Therefore, staff recommends the approval of the following amendments to provide CFSP support for the SBCTA led Express Lanes projects: Amendment No. 2 to Contract No. 22-1002736 with Royal Coaches Auto Body & Towing, and Amendment No. 5 to Contract No. 20-1002323 with Carpe Carma, LLC, DBA Pomona Valley Towing. The contract amendments and pricing information documents are attached as Exhibit B.

***Financial Impact:***

The items are included in the adopted Budget for Fiscal Year 2023/2024 and funded with 80% State FSP Funds and 20% DMV Safe Funds for regular FSP services in Program 15, Commuter and Motorist Assistance, and Measure I Valley Freeway Program funds for CFSP service support in Program 40, Project Delivery.

***Reviewed By:***

This item was reviewed and recommended for approval (10-0-1; Abstained: Baca) by the General Policy Committee on April 10, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft amendments.

***Responsible Staff:***

Kelly Lynn, Chief of Air Quality & Mobility Programs

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

**General Contract Information**

Contract No: 22-1002736 Amendment No.: 2  
 Contract Class: Payable Department: Air Quality and Mobility  
 Vendor No.: 03251 Vendor Name: Royal Coaches Auto Body & Towing  
 Description: Freeway Service Patrol Beat No. 9

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	\$	3,102,514.00	Original Contingency	\$	685,430.00
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	704,500.00	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>3,807,014.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>685,430.00</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>4,492,444.00</b>

**Contract Authorization**

Board of Directors                      Date: 05/01/2024 Board                      Item # 10533

**Contract Management (Internal Purposes Only)**

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

**Accounts Payable**

Estimated Start Date: 07/06/2022 Expiration Date: 09/30/2027 Revised Expiration Date:                       
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:		Total Contingency:	
							\$	3,807,014.00	\$	685,430.00
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name			
GL	4120	40	0820	0823	52001		MSI Valley IC	360,796.00	-	
GL	2810	15	0704	0000	52001		SAFE	548,315.60	-	
GL	2820	15	0704	0000	52001		FSP	313,343.20	-	
GL	2702	15	0704	0170	52001		FSP SB1	313,343.20	-	
GL	2702	15	0704	0171	52001		FSP SB1	313,343.20	-	
GL	2702	15	0704	0170	52001		FSP SB1	313,343.20	-	
GL	2702	15	0704	0171	52001		FSP SB1	313,343.20	-	
GL	2702	15	0704	0170	52001		FSP SB1	313,343.20	-	
GL	2625	15	0704	0000	52001		Caltrans CFSP	-	685,430.00	
GL	4110	40	0820	0821	52001		Sales Tax-MSI	704,500.00	-	
GL								-	-	

Rana Semaan  
Project Manager (Print Name)

Steve Smith  
Task Manager (Print Name)

Additional Notes: This is a budgeted amendment for CFSP Express Lane Services

Attachment: CSS - 22-1002736-2 (10533 : Freeway Service Patrol Beats 9 & 11 Contract Amendments)

**AMENDMENT NO. 2 TO CONTRACT 22-1002736**

**FOR**

**FREEWAY SERVICE PATROL BEAT 9**

**(ROYAL COACHES AUTO BODY & TOWING)**

This Amendment No.1 to Contract 22-1002736, is made by and between the San Bernardino County Transportation Authority (“SBCTA”) and Royal Coaches Auto Body & Towing, a California Corporation. (“CONTRACTOR”).

**RECITALS**

- A. On July 14, 2022, SBCTA and CONTRACTOR entered into Agreement, No. 22-1002736 (“CONTRACT”) for the purpose of providing FSP Services along Beat 9; and
- B. On September 6, 2022, SBCTA and CONTRACTOR entered into Amendment No. 1, to adjust the CONTRACT term, and Notice to Proceed (NTP) No. 1 and NTP No. 2 period of performance; and
- C. SBCTA and CONTRACTOR now desire to amend the CONTRACT to increase the CONTRACT not to exceed value from \$3,102,514 to \$3,807,014 to provide SBCTA led Construction Freeway Service Patrol (CFSP) support for Express Lanes construction projects as requested by SBCTA as per Article 4, SECTION 4.11 titled “CONSTRUCTION FSP.”

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

- 1. Article 3, COMPENSATION, section 3.2 shall be revised in its entirety to read as follows:  
 “The total Contract Not-To-Exceed Amount is Three Million Eight Hundred Seven Thousand Fourteen Dollars (\$3,807,014). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONTRACTOR's direct labor costs, indirect costs, and profit. SBCTA will not compensate CONTRACTOR for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.”
- 2. Exhibit B.1 attached to Amendment No. 1 is revised in its entirety to read as reflected in Exhibit B.2, attached to this Amendment No. 2.
- 3. The Recitals set forth above are incorporated herein by this reference.
- 4. Except as amended by this Amendment No. 2, all other provisions of the CONTRACT, including all previous amendments, shall remain in full force and effect and are incorporated herein by this reference.

5. This Amendment No. 2 is effective upon execution by SBCTA.

**ROYAL COACHES AUTO  
BODY & TOWING, a California  
Corporation**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
William Salazar  
President

By: \_\_\_\_\_  
Dawn M. Rowe  
President, Board of Directors

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

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

By: \_\_\_\_\_  
William Salazar  
Secretary

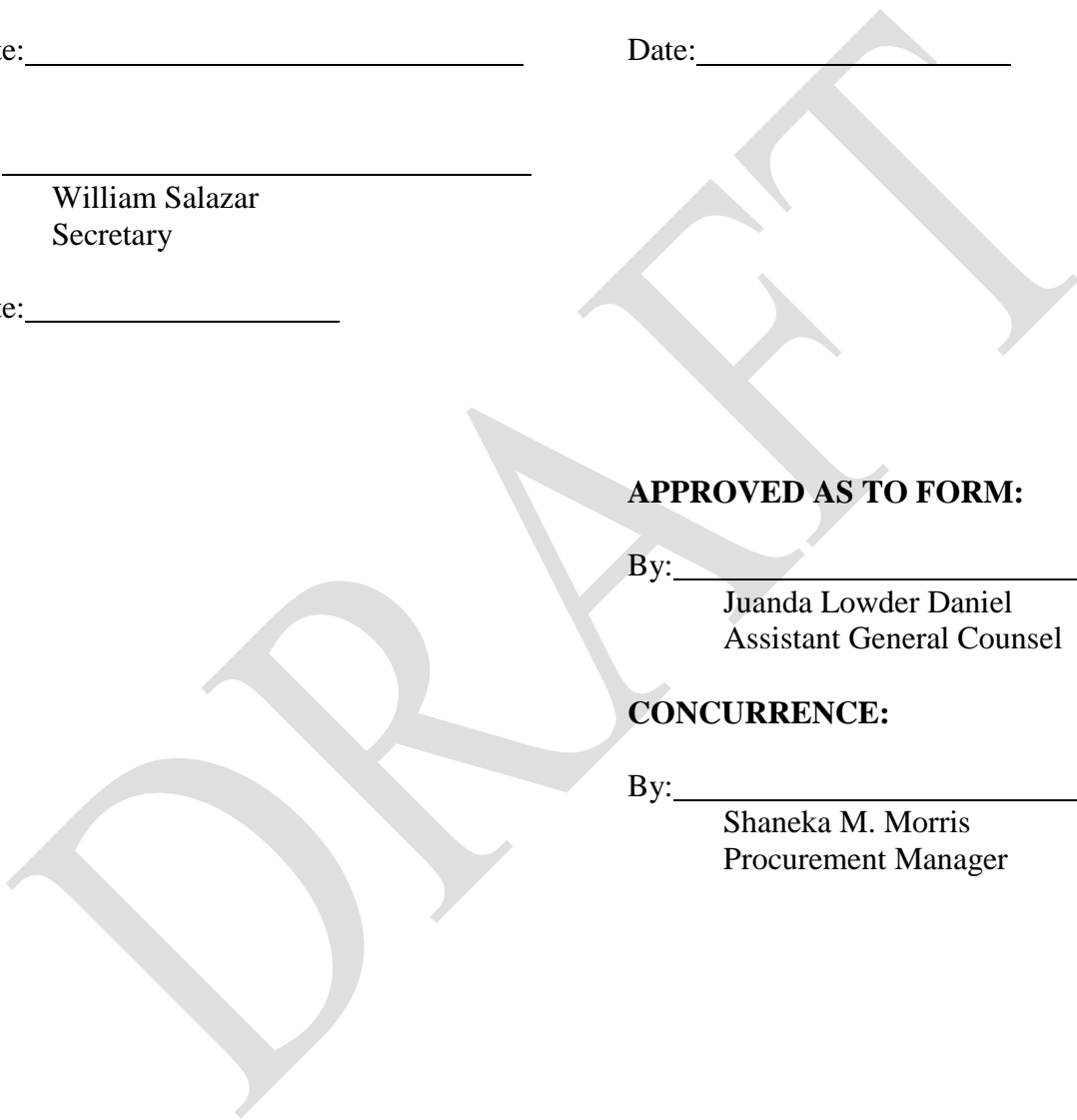
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Juanda Lowder Daniel  
Assistant General Counsel

**CONCURRENCE:**

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



Attachment: 22-1002736-02 (10533 : Freeway Service Patrol Beats 9 & 11 Contract Amendments)

**EXHIBIT B.2**

Contract No. 22-1002736  
 Compensation and Payment  
 Overview Contract No. 22-1002736 with Royal Coaches Auto Body & Towing for Beat 9

**NTP I**

JULY 6, 2022- SEPTEMBER 30, 2022 (Estimated)

PERIOD OF PERFORMANCE/ NTP No. 1 DELIVERABLES	ESTIMATED BASELINE HOURS	ESTIMATED WEEKEND HOURS SUBJECT TO SBTA APPROVAL	7% MORE HOURS	ESTIMATED TOTAL HOURS	HOURLY RATE	NOT-TO EXCEED AMOUNT
FSP Tow Truck Purchase, Mobilization, AVL and Radio installation, FSP Driver Training, Project ramp-up, and Tow Vehicle inspections JULY 6, 2022- SEPTEMBER 30, 2022	N/A	N/A	N/A	N/A	\$0.00	\$0

**BEAT 9- FSP SUPPORT I-10 EXPRESS LANES CONSTRUCTION SUPPORT COMPENSATION AND PAYMENT PROVISIONS**

**NTP No. 2**

OCTOBER 1, 2023- JULY 31, 2023 (ESTIMATED SCHEDULE)

(APPROXIMATELY NINE (9) MONTHS)

REQUIRED TRUCKS TBD DEPENDING ON SBCTA PROJECT AVAILABILITY AND NEED

SBCTA LED CONSTRUCTION FREEWAY SERVICE PATROL (CFSP)

PERIOD OF PERFORMANCE/ NTP No. 2 DELIVERABLES FSP SUPPORT SERVICES	ESTIMATED BASELINE HOURS	ESTIMATED *WEEKEND HOURS Subject to SBCTA Approval*	7% MORE HOURS	ESTIMATED TOTAL HOURS	HOURLY RATE	NOT-TO-EXCEED AMOUNT (TOTAL HOURS X HOURLY RATE) X 2 TRUCKS)
YEAR 1: I-10 EXPRESS LANES CONSTRUCTION SUPPORT (10/1/22-7/31/23) ESTIMATED SCHEDULE * EXPRESS LANES CONSTRUCTION SUPPORT HOURS ARE NOT GUARANTEED AND SUBJECT TO PROJECT AVAILABILITY AND SBCTA APPROVAL*	3,960	N/A	N/A	3,960	\$91.11	\$360,796
<b>TOTAL BEAT 9 I-10 EXPRESS LANES CONSTRUCTION FSP SUPPORT</b>						<b>\$360,796</b>

**BEAT 9- CFSP SUPPORT SBCTA LED EXPRESS LANES CFSP COMPENSATION AND PAYMENT PROVISIONS (Amendment No. 2)**

REQUIRED TRUCKS TBD DEPENDING ON SBCTA PROJECT AVAILABILITY AND NEED

SBCTA LED CONSTRUCTION FREEWAY SERVICE PATROL (CFSP) Estimated Dates

PERIOD OF PERFORMANCE/ SBCTA CFSP LED SUPPORT	ESTIMATED BASELINE HOURS	ESTIMATED *WEEKEND HOURS Subject to SBCTA Approval*	7% MORE HOURS	ESTIMATED TOTAL HOURS	HOURLY RATE	NOT-TO-EXCEED AMOUNT (TOTAL HOURS X HOURLY RATE) X 2 TRUCKS)
SBCTA LED CFSP SUPPORT (xx/xx/23-x/xx/2x) ESTIMATED SCHEDULE * EXPRESS LANES CFSP HOURS ARE NOT GUARANTEED AND SUBJECT TO PROJECT AVAILABILITY AND SBCTA APPROVAL*	7,732	N/A	N/A	7,732	\$91.11	\$704,500
<b>TOTAL BEAT 9 SBCTA LED EXPRESS LANES CFSP</b>						<b>\$704,500</b>

**BEAT 9- FSP SUPPORT**

**NON I-10 EXPRESS LANES CONSTRUCTION SUPPORT COMPENSATION AND PAYMENT PROVISIONS**

**NTP No. 2**

October 1, 2022- September 30, 2027

Two Primary FSP Tow Trucks plus one certified FSP Back Up Tow Truck is required

PERIOD OF PERFORMANCE/ NTP II DELIVERABLES FSP SUPPORT SERVICES	ESTIMATED BASELINE HOURS	ESTIMATED WEEKEND HOURS *Subject to SBCTA Approval*	7% MORE HOURS	ESTIMATED TOTAL HOURS	HOURLY RATE	NOT-TO-EXCEED AMOUNT (TOTAL HOURS X HOURLY RATE) X 2 TRUCKS)
YEAR 1: FY 22/23-FY 23/24 (10/1/22-9/30/23)	2,030	750	195	2,975	\$91.11	\$542,105
YEAR 2: FY 23/24-FY 24/25 (10/1/23-9/30/24)	2,030	750	195	2,975	\$91.11	\$542,105
YEAR 3: FY 24/25-FY 25/26 (10/1/24-9/30/25)	2,030	750	195	2,975	\$91.11	\$542,105
YEAR 4: FY 25/26-FY 26/27 (10/1/25-9/30/26)	1,910	750	186	2,846	\$97.98	\$557,702
YEAR 5: FY 26/27-FY 27/28 (10/1/26-9/30/27)	1,910	750	186	2,846	\$97.98	\$557,702
<b>TOTAL FSP SUPPORT BEAT 9 NON I-10 EXPRESS LANES CONSTRUCTION SUPPORT</b>	<b>9,910</b>	<b>3,750</b>	<b>956</b>	<b>14,616</b>		<b>\$2,741,718</b>

**TOTAL**  
 CONTRACT No. 22-1002736  
 FSP BEAT 9

NTP No. 2 (October 1, 2022- September 30, 2027)

(I-10 EXPRESS LANES CONSTRUCTION FSP SUPPORT + REGULAR FSP SUPPORT)

**\$3,807,014**

**NTP No. 2**

**YEAR 1-3**

**EXTRA TIME, NON PENALIZED DOWN TIME AND  
 PENALIZED DOWN TIME PER MINUTE RATES**

Extra Time: \$1.52 per minute  
 Non-Penalized Down Time: \$1.52 per minute  
 Penalized Down Time: \$4.56 Per Minute

**NTP No. 2**

**YEAR 4-5**

**EXTRA TIME, NON PENALIZED DOWN TIME AND  
 PENALIZED DOWN TIME PER MINUTE RATES**

Extra Time: \$1.63 per minute  
 Non-Penalized Down Time: \$1.63 per minute

**WEEKEND HOURS, EXTRA WORK HOURS, CFSP  
 CALTRANS SUPPORT HOURS AND CFSP I-10 EXPRESS  
 LANES SUPPORT HOURS  
 ARE NOT GUARANTEED AND SUBJECT TO SBCTA  
 APPROVAL**

Attachment: 22-1002736- 02 Exhibit B (10533 : Freeway Service Patrol Beats 9 & 11 Contract Amendments)



**General Contract Information**

Contract No: 20-1002323 Amendment No.: 5  
 Contract Class: Payable Department: Air Quality and Mobility  
 Vendor No.: 03014 Vendor Name: Carpe Carma LLC DBA Pomona Valley Towing  
 Description: Freeway Service Patrol Beat No. 11

List Any Related Contract Nos.:

Dollar Amount			
Original Contract	\$	2,196,291.00	Original Contingency
Prior Amendments	\$	135,916.00	Prior Amendments
Prior Contingency Released	\$	-	Prior Contingency Released (-)
Current Amendment	\$	87,898.00	Current Amendment
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>2,420,105.00</b>	<b>Total Contingency Value</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>			<b>\$ 2,420,105.00</b>

**Contract Authorization**

Board of Directors Date: 05/01/2024 Board Item # 10533

**Contract Management (Internal Purposes Only)**

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

**Accounts Payable**

Estimated Start Date: 04/01/2021 Expiration Date: 03/31/2026 Revised Expiration Date: \_\_\_\_\_

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

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:	Total Contingency:	
								\$	\$	
GL	2820	15	0704	0000	52001		42213014	FSP	1,361,640.00	-
GL	2810	15	0704	0000	52001		42212001	SAFE-Veh Reg	405,848.80	-
GL	2702	15	0704	0000	52001		42217703	FSP-SB1	403,802.20	-
GL	2625	15	0704	0172	52001		42211503	CALTRANS.SHA_20- 1002356-08A3133	121,916.00	-
GL	2625	15	0704	0173	52001		42211503	SHA_20- 1002656_08A3133	39,000.00	-
GL	4110	40	0820	0821	52001		41100000	Sales Tax-MSI	87,898.00	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-

Rana Semaan Project Manager (Print Name) Steve Smith Task Manager (Print Name)

Additional Notes: This is a budgeted amendment for CFSP Express Lane Services

Attachment: CSS- 20-1002323-05 (10533 : Freeway Service Patrol Beats 9 & 11 Contract Amendments)

**AMENDMENT NO. 5 TO CONTRACT NO. 20-1002323**

**FOR**

**FREEWAY SERVICE PATROL BEAT 11**

**(CARPE CARMA LLC, DBA POMONA VALLEY TOWING)**

This Amendment No. 5 to Contract No. 20-1002323, is made by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (“SBCTA”) and CARPE CARMA LLC dba POMONA VALLEY TOWING (“CONTRACTOR”).

**RECITALS**

- A. On December 22, 2020, SBCTA and CONTRACTOR entered into an Agreement for the purpose of providing Freeway Service Patrol Services along Beat 11 (hereinafter “Contract”); and
- B. On April 6, 2022, SBCTA and CONTRACTOR entered into Amendment No. 1 to amend the Contract to update insurance requirements in accordance with SBCTA Procurement and Special Risk Assessment Policy No. 11000; and
- C. On May 23, 2022 SBCTA and CONTRACTOR entered into Amendment No. 2 to amend the Contract by increasing the not-to-exceed amount from \$2,196,291 to \$2,251,207, to provide Construction Freeway Service Patrol (CFSP) weekend services as requested by the California Department of Transportation (Caltrans), for the Victorville Construction Project No 0815000244 along San Bernardino County Interstate 15, Post Mile (PM) 28.6 to PM 37.5 - Hesperia/Victorville from Oak Hill Road to Bear Valley Road during the weekend (Saturday and Sunday) as per Article 4, SECTION 4.9 titled “Extra Work.”; and
- D. On August 31, 2022 SBCTA and CONTRACTOR entered into Amendment No. 3 to amend the Contract by increasing the not-to-exceed amount from \$2,251,207 to \$2,290,207, to provide CFSP services as requested by Caltrans for the SR 60 at Ramona Avenue, City of Ontario project, project no. 0817000240, during Fridays at 10 pm through Monday at approximately 5 am) as per Article 4, SECTION 4.9 titled “Extra Work.”; and
- E. On February 8, 2023, SBCTA and CONTRACTOR entered into Amemdment No. 4, to amend the Contract by increasing the not-to-exceed amount from \$2,290,207 to \$2,332,207, to continue provide Construction Freeway Service Patrol weekend services through April 2023, as requested by the California Department of Transportation, for the Victorville Construction Project No 0815000244 along San Bernardino County Interstate 15, Post Mile (PM) 28.6 to PM 37.5 - Hesperia/Victorville from Oak Hill Road to Bear Valley Road during the weekend (Saturday and Sunday) as per Article 4, SECTION 4.9 titled “Extra Work.” ; and
- F. SBCTA and CONTRACTOR now desire to amend the CONTRACT to increase the CONTRACT not to exceed value from \$2,332,207 to \$2,420,105, to provide SBCTA led Construction Freeway Service Patrol (CFSP) support for Express Lanes construction projects as requested by SBCTA, as per Article 4, SECTION 4.9 titled “Extra Work.”

NOW THEREFORE, in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and CONTRACTOR agree to revise the Contract as follows:

- 1. Article 3, COMPENSATION, Section 3.2, is amended in its entirety to read as follows:

“The total Contract Not-To-Exceed Amount is Two Million Four Hundred Twenty Thousand One Hundred Five Dollars (\$2,420,105). All Work provided under this Contract is to be performed as set forth in Exhibit A “Scope of Work.” The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONTRACTOR’S direct labor costs, indirect costs, and profit. SBCTA will not compensate CONTRACTOR for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.”

- 2. Exhibit B attached to the Contract is replaced in its entirety with the Exhibit B attached to this Amendment No. 5.
- 3. The Recitals set forth above are incorporated herein by this reference.
- 4. Except as amended by this Amendment No. 5, all other provisions of the Contract, including all previous amendments, shall remain in full force and effect and are incorporated herein by this reference.
- 5. This Amendment No. 5 is effective upon execution by SBCTA.

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

DRAFT

Attachment: 20-1002323-05 V1 (10533 : Freeway Service Patrol Beats 9 & 11 Contract Amendments)

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

**CARPE CARMA LLC dba  
POMONA VALLEY TOWING**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Marc A. Weiss  
Member

By: \_\_\_\_\_  
Dawn M. Rowe  
President, Board of Directors

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

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

**APPROVED AS TO FORM:**

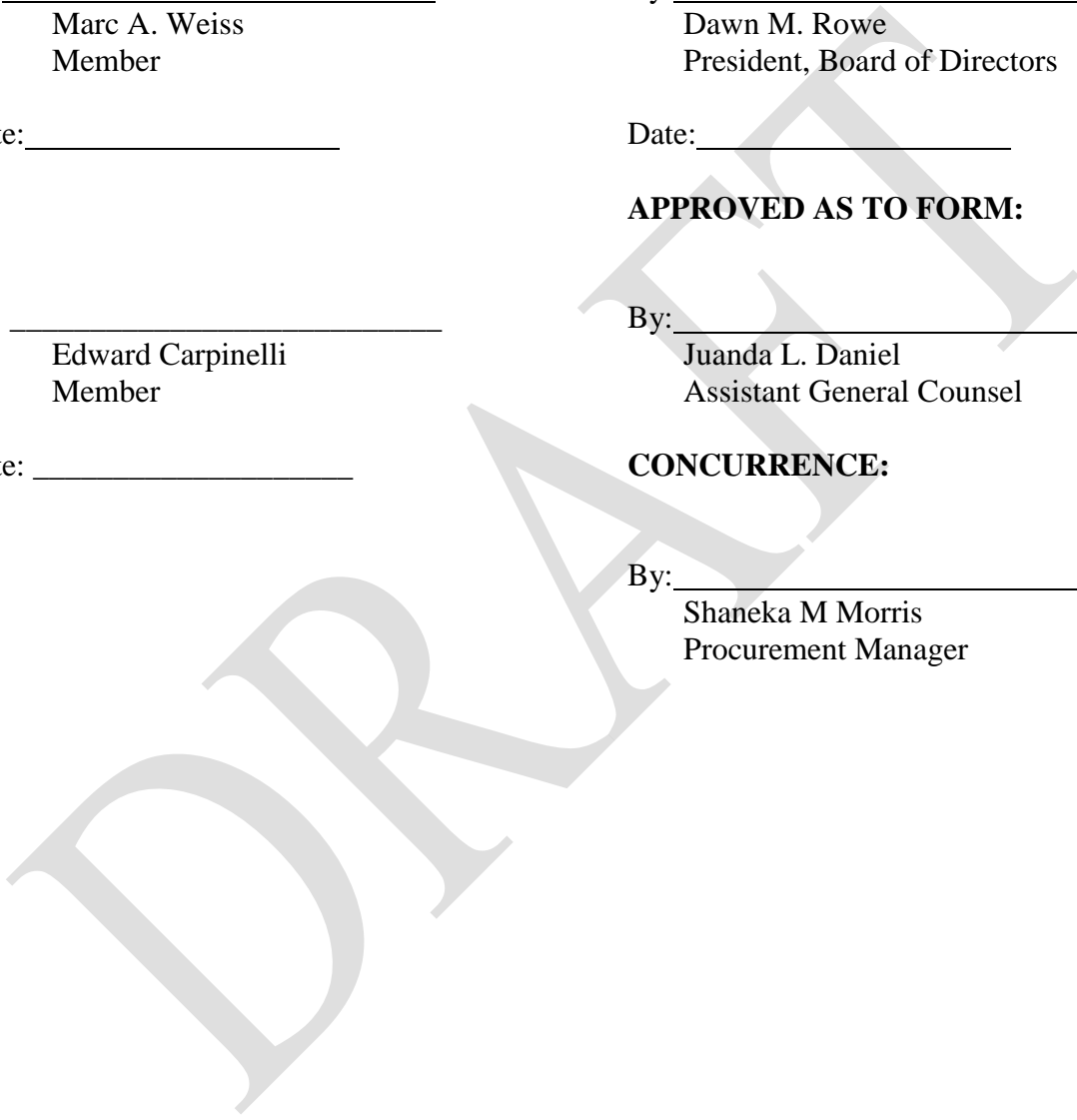
By: \_\_\_\_\_  
Edward Carpinelli  
Member

By: \_\_\_\_\_  
Juanda L. Daniel  
Assistant General Counsel

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

**CONCURRENCE:**

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



Attachment: 20-1002323-05 V1 (10533 : Freeway Service Patrol Beats 9 & 11 Contract Amendments)

<b>20-1002323-05</b>		<b>Exhibit B</b>									
<b>Carpe Carma LLC dba Pomona Valley Towing 20-1002323</b>											
<b>FSP Beat 11 - I-10 from Sierra Avenue to Waterman Avenue - 3 wheel lift tow trucks that seat 5 people</b>											
	<b>Year 1</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 5</b>	
	<b>FSP Regular Rate</b>	<b>FSP Extra Work Rate</b>	<b>FSP Regular Rate</b>	<b>FSP Extra Work Rate</b>	<b>FSP Regular Rate</b>	<b>FSP Extra Work Rate</b>	<b>FSP Regular Rate</b>	<b>FSP Extra Work Rate</b>	<b>FSP Regular Rate</b>	<b>FSP Extra Work Rate</b>	
	<b>4/1/21-3/31/22</b>	<b>4/1/21-3/31/22</b>	<b>4/1/22-3/31/23</b>	<b>4/1/22-3/31/23</b>	<b>4/1/23-3/31/24</b>	<b>4/1/23-3/31/24</b>	<b>4/1/24-3/31/25</b>	<b>4/1/24-3/31/25</b>	<b>4/1/25-3/31/26</b>	<b>4/1/25-3/31/26</b>	
	<b>FY 20/21-FY 21/22</b>	<b>FY 20/21-FY 21/22</b>	<b>FY 21/22-FY 22/23</b>	<b>FY 21/22-FY 22/23</b>	<b>FY 22/23-23/24</b>	<b>FY 22/23-23/24</b>	<b>FY 23/24- 24/25</b>	<b>FY 23/24- 24/25</b>	<b>FY 24/25- 25/26</b>	<b>FY 24/25- 25/26</b>	
	\$77.00	\$88.37	\$79.10	\$91.02	\$81.00	\$93.43	\$83.00	\$95.95	\$85.15	\$98.65	
Extra Time rate	\$1.28	\$1.47	\$1.32	\$1.52	\$1.35	\$1.56	\$1.38	\$1.60	\$1.42	\$1.64	
Non-Penalized rate	\$1.28	\$1.47	\$1.32	\$1.52	\$1.35	\$1.56	\$1.38	\$1.60	\$1.42	\$1.64	
Penalized rate	\$3.84	\$4.41	\$3.96	\$4.56	\$4.05	\$4.68	\$4.14	\$4.80	\$4.26	\$4.92	
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>						
	<b>4/1/21-3/31/22</b>	<b>4/1/22-3/31/23</b>	<b>4/1/23-3/31/24</b>	<b>4/1/24-3/31/25</b>	<b>4/1/25-3/31/26</b>	<b>Total</b>					
	<b>FY 20/21-FY 21/22</b>	<b>FY 21/22-FY 22/23</b>	<b>FY 22/23-23/24</b>	<b>FY 23/24- 24/25</b>	<b>FY 24/25- 25/26</b>						
Regular FSP 2100 hours x 2 trucks	\$323,400	\$332,220	\$340,200	\$348,600	\$357,630						
Extra Work FSP Weekend Pilot 700 hours x 1 truck	\$61,859	\$63,714	\$65,401	\$67,165	\$69,055						
<b>TOTAL</b>	<b>\$385,259</b>	<b>\$395,934</b>	<b>\$405,601</b>	<b>\$415,765</b>	<b>\$426,685</b>	<b>\$2,029,244</b>					
7% extra hours	\$26,968	\$27,715	\$28,392	\$29,104	\$29,868	\$142,047					
Extra work contingency		\$25,000				\$25,000					
<b>Amendment No. 2 CFSP SUPPORT- Caltrans Construction WEEKENDS</b> Scheduled for 4/16/22-12/31/22 Saturday and Sunday from 7:00 pm to 7:00 am Victorville area (between Oak Hill Road and Bear Valley Road) <b>\$54,916 (603 hours year 2) + \$25,000 ( Original Board Approved contingency)= \$79,916</b>		\$54,916				\$54,916					
<b>Amendment No. 3 Caltrans CFSP Support</b> Estimated Schedule from 8/5/22-9/30/22 SR 60 at Ramona Avenue City of Ontario Project Caltrans Task No 08-11J2014 <b>\$39,000</b>		\$39,000				\$39,000					
<b>Amendment No. 4 CFSP SUPPORT- Caltrans Construction WEEKENDS</b> Estimated Service Dates 4/16/22-4/30/23 Saturday and Sunday from 7:00 pm to 7:00 am Victorville area (between Oak Hill Road and Bear Valley Road) <b>January 2023 through March 2023 (Year 2 Extra Work Rate)</b> (Approximately 338 hours @ \$91.02 per hour) <b>April 2023 (Year 3 Extra Work Rate)</b> ( Approximately 120 hours @ \$93.43 per hour )			\$42,000			\$42,000					
<b>Amendment No. 5 SBCTA LED CFSP SUPPORT- Express Lanes Support</b> Estimated Timeframe December 1, 2025 - March 31, 2026 Approximate 891 hours X \$98.65 per hour					\$87,898	\$87,898					
<b>Total</b>	<b>\$412,227</b>	<b>\$542,565</b>	<b>\$475,993</b>	<b>\$444,869</b>	<b>\$544,451</b>	<b>\$2,420,105</b>					

Attachment: 20-1002323-05 Exhibit B (10533 : Freeway Service Patrol Beats 9 & 11 Contract

## *Minute Action*

AGENDA ITEM: 14

***Date:*** May 1, 2024

***Subject:***

Monte Vista Avenue Grade Separation - Amendment No. 5 with City of Montclair and Amendment No. 3 with Gibbs Giden Locher Turner Senet & Wittbrodt, LLP

***Recommendation:***

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

A. Approve Amendment No. 5 to Cooperative Agreement No. 15-1001297 with the City of Montclair (City), for the Monte Vista Avenue Grade Separation Project, to update the project cost, increase City's Development Impact Fees share by \$54,559 for a new total of \$2,489,690, and extend the expiration date to August 31, 2025.

B. Approve Amendment No. 3 to Contract No. 16-1001474 with Gibbs Giden Locher Turner Senet & Wittbrodt, LLP, for Public Contract Legal Services, to increase the contract value by \$150,000 for a new contract amount of \$800,000 and extend the expiration date to June 30, 2025.

***Background:***

In September 2015, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Cooperative Agreement No. 15-1001297 with the City of Montclair (City) for the construction phase of the Monte Vista Avenue Grade Separation Project (Project). In July 2016, the agreement was amended to revise the development share percentage used in the original agreement as well as to update the Project funding based on the final engineer's estimate of \$26,960,492 and indicate additional funding sources that were being used on the Project. In December 2019, the agreement was amended to update Project Management and Construction costs and revise the funding table in Attachment A.

Construction was completed and relief of maintenance was issued in February 2020; however, a construction claim was filed, and the Cooperative Agreement was amended a third time in August 2020, to extend the expiration date to August 2022. In August 2022, SBCTA approved Amendment No. 4 to extend the expiration date to August 31, 2024, due to the ongoing construction claim. The claim may not be resolved prior to the current expiration date of August 31, 2024, because arbitration of the claim is scheduled to commence in July 2024.

In May 2016, the SBCTA Board of Directors approved Contract No. 16-1001474 with Gibbs Giden Locher Turner Senet & Wittbrodt, LLP (Gibbs) for SBCTA Contracting Legal Services in the amount of \$100,000. In January 2017, the contract was amended to add an additional \$50,000 for a new contract total of \$150,000. In May 2021, the agreement was amended to increase the contract value to \$650,000 and extend the expiration date to June 30, 2024, related to the litigation of the claim mentioned above. Since Gibbs is defending SBCTA at arbitration, an amendment to the contract is needed to add an additional \$150,000, for a new contract value of \$800,000, and extend the expiration date to June 30, 2025.

***Recommendation A:***

Staff recommends approval of Amendment No. 5 to Cooperative Agreement No. 15-1001297 with the City, to extend the expiration date by one year, to August 31, 2025. Additional time is needed to resolve the construction claim and take the Project through the closeout phase, including reconciliation and final closeout reports. In addition, due to the lengthy litigation effort

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item

May 1, 2024

Page 2

and increased claim estimate, Attachment A-3 is being updated to reflect current project cost and final cost estimates. This funding update increases City Development Impact Fees by \$54,559 from \$2,435,131 to \$2,489,690.

**Recommendation B:**

Staff recommends approval of Amendment No. 3 to Contract No. 16-1001474 with Gibbs, to add \$150,000 to fund SBCTA’s defense through the completion of arbitration and to extend the contract period through June 30, 2025, to allow for completion of arbitration and any related legal services post arbitration.

**Financial Impact:**

This item is included in the adopted Budget for Fiscal Year 2023/2024 and funded with Measure I, Local Developer Impact Fees, Union Pacific Railroad and Public Utility Commission Funds under Program 40, Project Delivery.

**Reviewed By:**

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 11, 2024. SBCTA General Counsel, Enterprise Risk Manager, and Procurement Manager have reviewed this item and the draft amendments.

**Responsible Staff:**

Juan Lizarde, Project Manager

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:



**General Contract Information**

Contract No: 15-1001297 Amendment No.: 5  
 Contract Class: Receivable Department: Project Delivery  
 Customer ID: MONT CI Customer Name: City of Montclair  
 Description: Monte Vista Avenue Grade Separation Project - Cooperative Agreement

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

Dollar Amount					
Original Contract	\$	3,927,614.00	Original Contingency	\$	-
Prior Amendments	\$	3,507,517.00	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	54,559.00	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>7,489,690.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>					<b>\$ 7,489,690.00</b>

**Contract Authorization**

Board of Directors Date: 05/01/2024 Board Item # 10537

**Contract Management (Internal Purposes Only)**

State/Local Funding Agreement N/A

**Accounts Receivable**

Total Contract Funding: \$ 7,489,690.00 Funding Agreement No: 15-1001297  
 Beginning POP Date: 09/02/2015 Ending POP Date: 08/31/2020 Final Billing Date: 08/31/2025  
 Expiration Date: 08/31/2025 Fund Admin: N/A

Sub-Total Contract Funding:							Sub-Total Contract Funding:						
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:		
GL: 6010	40	0840	0868	42414004	2,489,690.00	GL:					-		
GL: 6010	40	0840	0868	42414008	5,000,000.00	GL:					-		
GL:					-	GL:					-		
GL:					-	GL:					-		
GL:					-	GL:					-		
GL:					-	GL:					-		
GL:					-	GL:					-		
GL:					-	GL:					-		
GL:					-	GL:					-		

Juan Lizarde  
Project Manager (Print Name)

Kristi Harris  
Task Manager (Print Name)

Additional Notes: Z16-1001352 Monte Vista Grade Separation Const Coop with Montclair Laserfiche 15-1001297; Z17-1001785 Monte Vista Grade Separation Const Coop with Montclair for \$5M PUC funds, A5 increases Z16-1001352 by \$54,559

Attachment: 15-1001297-05\_CSS (10537 : Monte Vista Avenue GS - Montclair & Gibbs Amendments)

**AMENDMENT NO. 5 TO  
COOPERATIVE AGREEMENT NO. 15-1001297 (15-1001297-05)  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
AND  
CITY OF MONTCLAIR  
FOR  
CONSTRUCTION PHASE FOR THE GRADE SEPARATION AT  
MONTE VISTA AVENUE/UPRR IN THE CITY OF MONTCLAIR**

**I. PARTIES AND TERM**

A. THIS AMENDMENT NO. 5 to COOPERATIVE AGREEMENT No. 15-1001297 dated September 2, 2015 (“Amendment No. 5”) is made and entered into by and between the San Bernardino County Transportation Authority (“AUTHORITY”) and the City of MONTCLAIR (“CITY”). (AUTHORITY and CITY each may be referred to herein as a “Party” and collectively as “Parties”).

**II. RECITALS**

- A. WHEREAS, CITY and AUTHORITY have previously entered into COOPERATIVE AGREEMENT No. 15-1001297 (“Agreement”), which delineates roles, responsibilities, and funding commitments relative to the Construction activities of the PROJECT as defined in the Agreement.
- B. WHEREAS, the CITY and AUTHORITY previously amended the Agreement pursuant to Amendment No. 1, dated July 6, 2016, to revise the development share percentage used in the original agreement. The amendment revised the public share to 91.5% and the development share to 8.5%, consistent with the Nexus Study.
- C. WHEREAS, the CITY and AUTHORITY previously amended the Agreement pursuant to Amendment No. 2, dated December 5, 2019, to update Project Management and Construction cost and revise Attachment A.
- D. WHEREAS, the CITY and AUTHORITY previously amended the Agreement pursuant to Amendment No. 3, dated August 25, 2020, to extend the expiration date to August 31, 2022.
- E. WHEREAS, the CITY and AUTHORITY previously amended the Agreement pursuant to Amendment No. 4, dated August 10, 2022, to extend the expiration date to August 31, 2024.
- F. WHEREAS, the CITY and AUTHORITY now wish to further amend the Agreement to update the project funding and extend the expiration date by one (1) year to allow for final claims resolution and pending closeout activities.

NOW, THEREFORE, the Parties agree to amend the Agreement between the CITY and AUTHORITY as follows:

1. The entirety of Paragraph B of Section I, entitled "PARTIES AND TERM" is removed and replaced with the following:

"B. This Agreement shall terminate upon completion of AUTHORITY's project management of the construction, or **August 31, 2025**, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement until such time as the claims are settled, dismissed, or paid."

2. Delete Revised Attachment A-2 and replace it in its entirety with revised Attachment A-3 attached to this Amendment No. 5.
3. Except as amended by this Amendment No. 5, all other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.
4. The recitals are incorporated into the body of this Amendment No. 5.
5. This Amendment No. 5 may be signed in counterparts, each of which shall constitute an original.
6. The Effective Date of this Amendment is the date AUTHORITY executes this Amendment No. 5.

**SIGNATURES ON FOLLOWING PAGE:**

**SIGNATURE PAGE TO  
AMENDMENT NO. 5 TO  
COOPERATIVE AGREEMENT NO. 15-1001297  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
and CITY OF MONTCLAIR**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF MONTCLAIR**

By: \_\_\_\_\_  
Dawn M. Rowe  
Board President

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

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

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

APPROVED AS TO FORM

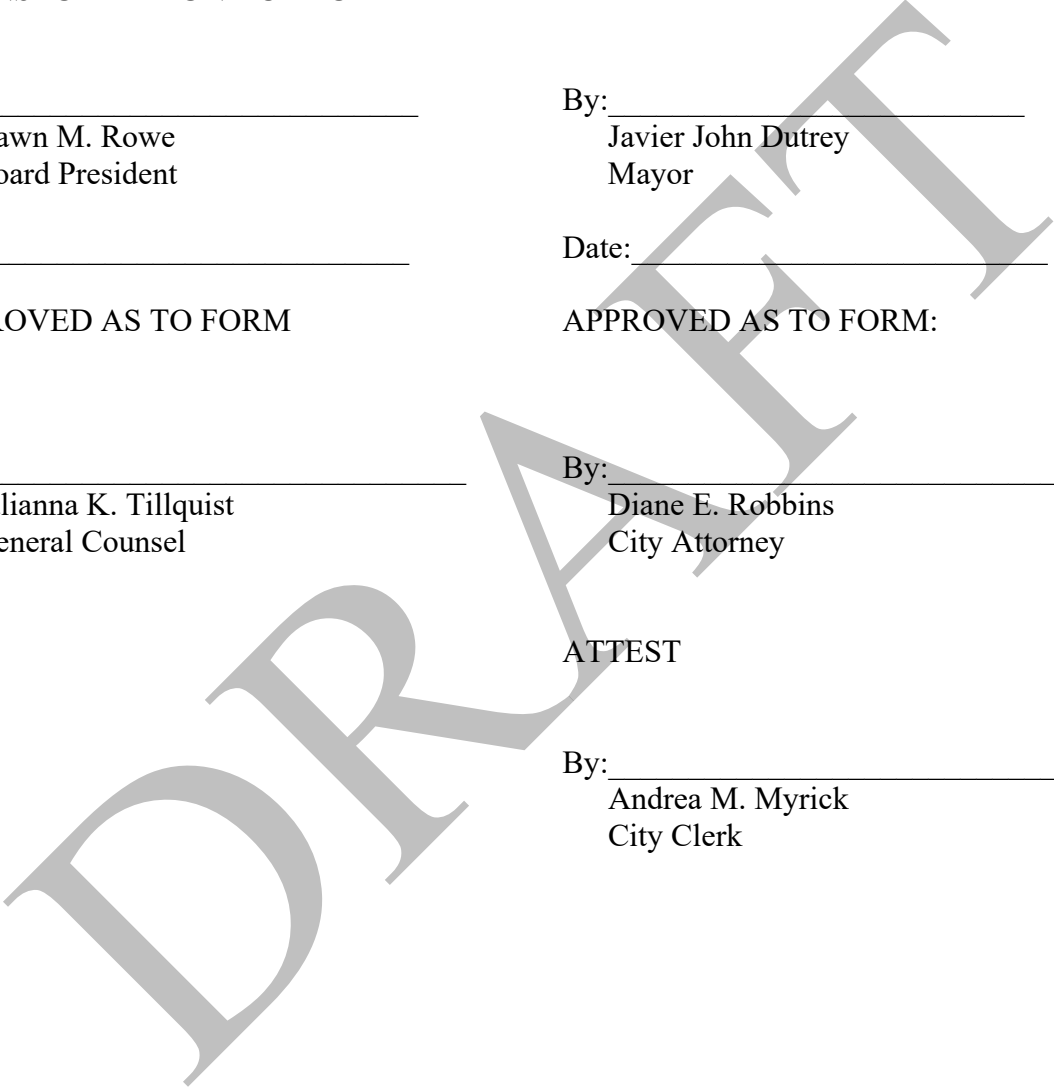
APPROVED AS TO FORM:

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

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

ATTEST

By: \_\_\_\_\_  
Andrea M. Myrick  
City Clerk



Attachment: 15-1001297-05 (10537 : Monte Vista Avenue GS - Montclair & Gibbs Amendments)

**Revised Attachment A-3**

**PROJECT DESCRIPTION**

The CITY and AUTHORITY propose to construct a grade separation crossing at Monte Vista Avenue Union Pacific Railroad Crossing. The cost estimate for the construction phase of the project is approximately \$27,293,247.

**PROJECT FUNDING TABLE**

Public Share: 91.5%- \$18,727,248 after buy downs<sup>2</sup>

Nexus Development Impact Fee Share (DIF, “Development Share” or “Local Share”): 8.5%- \$2,489,690 after buy downs<sup>2</sup> (including AUTHORITY project management cost)

Phase	Estimated Cost <sup>1</sup>	Buy Downs <sup>2</sup>		Shares per Nexus Study After Buy Downs		Actual Contribution			
				Public Share	Developer Share	Public Share			Developer Share
		PUC 190	UPRR			TCIF	PNRS	Measure I	
Construction Management	\$3,574,674	\$763,808	\$0	\$2,571,942	\$238,924			\$1,201,296	\$1,609,569
Construction Capital	\$22,968,573	\$4,236,192	\$1,076,309	\$16,155,306	\$1,500,766	\$1,019,000	\$10,661,442	\$5,845,498	\$130,132
SBCTA Project Management <sup>3</sup>	\$750,000			\$0	\$750,000			\$12	\$749,988
<b>TOTAL</b>	<b>\$27,293,247</b>	<b>\$5,000,000</b>	<b>\$1,076,309</b>	<b>\$18,727,248</b>	<b>\$2,489,690</b>	<b>\$1,019,036</b>	<b>\$10,661,442</b>	<b>\$7,046,806</b>	<b>\$2,489,690</b>

<sup>1</sup> Estimated Costs are based on current cost.

<sup>2</sup> UPRR project contribution and PUC allocation will buy down total project cost in accordance with Measure I Strategic Plan Policy 40001/VS-30. Buy down amounts cause proportional adjustment of Public and Development Shares.

<sup>3</sup> In accordance with Measure I Strategic Plan Policy VMS-29 and VMS-30 AUTHORITY Project Management costs are to be paid solely by Development Share. Measure I used for miscellaneous expenditures is compensated for in Construction Management and Construction Capital.

General Contract Information

Contract No: 16-1001474 Amendment No.: 3
Contract Class: Payable Department: General Counsel
Vendor No.: 03076 Vendor Name: Gibbs Giden Locher Turner Senet & Wittbrodt, LLC
Description: Public Contracting Legal Services

Table with Dollar Amount columns: Original Contract (\$100,000.00), Prior Amendments (\$550,000.00), Total/Revised Contract Value (\$800,000.00), Total Dollar Authority (\$800,000.00).

Contract Authorization

Board of Directors Date: 05/01/2024 Board Item # 10537

Contract Management (Internal Purposes Only)

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

Accounts Payable

Estimated Start Date: 02/18/2016 Expiration Date: 06/30/2024 Revised Expiration Date: 06/30/2025

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

Table with columns: Fund, Prog, Task, Sub-Task, Object, Revenue, PA Level, Revenue Code Name, Total Contract Funding, Total Contingency.

Julianna Tillquist
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:

Attachment: 16-1001474-03\_CSS (10537 : Monte Vista Avenue GS - Montclair & Gibbs Amendments)

**AMENDMENT NO. 3 TO CONTRACT NO. 16-1001474**

**FOR**

**PUBLIC CONTRACTING LEGAL SERVICES**

**(GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT, LLP)**

This Amendment No. 3 to Contract No. 16-1001474 is made by and between the San Bernardino County Transportation Authority (“SBCTA”) and the firm of Gibbs Giden Locher Turner Senet & Wittbrodt, LLP (“ATTORNEY”). SBCTA and ATTORNEY are each a “Party” and collectively are “Parties”.

**RECITALS**

- A. SBCTA, under Contract No. 16-1001474, engaged ATTORNEY to provide legal services relating to several construction projects including providing legal advice and opinions, and representation in litigation and administrative proceedings (“Contract”); and
- B. On January 3, 2017, SBCTA and ATTORNEY entered into Amendment No. 1 to Contract revising the Description of Services, and increasing the contract price from \$100,000 to \$150,000; and
- C. On May 5, 2021, the SBCTA Board approved Amendment No. 2 to the Contract to increase the contract price by \$500,000, to extend its termination date to June 30, 2024, including two optional one-year extensions, and to increase the insurance coverage; and
- D. SBCTA desires to exercise its first option to extend the term of the Contract by one year, through June 30, 2025, and to add \$150,000.00 to the Contract for a new contract value of \$800,000.00.

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

1. ARTICLE 2. PERIOD OF PERFORMANCE is deleted and replaced in its entirety to read as follows:

“The Period of Performance by ATTORNEY under this Contract shall commence February 18, 2016, and shall continue in full force and effect through June 30, 2025. SBCTA at its sole discretion may extend the term of this Contract for one one-year Option Terms. The maximum term of this Contract, including the Optional Terms, if exercised, will not exceed June 30, 2026.”



2. ARTICLE 3.1 COMPENSATION is deleted and replaced in its entirety to read as follows;

“3.1 The total Not-To-Exceed Amount is Eight Hundred Thousand Dollars (\$800,000.00) for Services to be provided under this Contract. SBCTA shall compensate ATTORNEY for Services performed pursuant to the rates set forth in Exhibit “B”, Attorneys’ Fees and Charges. The hourly rates identified in Exhibit “B” shall remain fixed for the term of this Contract and include ATTORNEY’s direct labor costs, indirect costs, and profit. All costs and expenses shall be reimbursed for the amounts identified in Exhibit “B”. SBCTA will not reimburse for any expenses not shown in Exhibit “B”.”

3. The rates shown in Exhibit B are replaced as follows:

Partners:	\$375 per hour
Associates:	\$300 per hour
Paralegals:	\$175 per hour
Mileage:	Rate set by Internal Revenue Service

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

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

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

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

Attachment: 16-1001474-03 (10537 : Monte Vista Avenue GS - Montclair & Gibbs Amendments)

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

**GIBBS GIDEN LOCHER TURNER  
SENET & WITTBRODT, LLP**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Theodore Senet  
Partner

By: \_\_\_\_\_  
Dawn M. Rowe  
Board President

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

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

**APPROVED AS TO FORM:**

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

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

**CONCURRENCE:**

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

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

DRAFT

Attachment: 16-1001474-03 (10537 : Monte Vista Avenue GS - Montclair & Gibbs Amendments)

## *Minute Action*

### AGENDA ITEM: 15

***Date:*** May 1, 2024

***Subject:***

Award Contract No. 24-1003069 for State Route 247/62 Emergency Bypass Study

***Recommendation:***

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

Approve the award of Contract No. 24-1003069 to WSP USA, Inc., for the State Route 247/62 (SR 247/62) Emergency Bypass Study to develop a bypass strategy for Interstate 15/Cajon Pass closures and identify potential geometric and operational improvements on SR 247 and SR 62, for a not-to-exceed amount of \$762,899, to be funded by State earmark funds from the Priority Legislative Budget Projects Program, for a term ending June 30, 2026.

***Background:***

On September 8, 2022, the Governor of California signed Assembly Bill (AB) 179, which amended the Budget Act of 2022 to reflect changes necessary to implement the budget agreement for the State of California. AB 179 also appropriated funding for Priority Legislative Budget Projects (PLBP), otherwise known as state earmarks. The PLBP program includes earmarks for a variety of projects, including transportation-related projects. In April 2022, the San Bernardino County Transportation Authority (SBCTA) submitted a request for an earmark in the amount of \$1,000,000 to conduct the State Route (SR) 247/62 Emergency Bypass Study (Project). On December 12, 2022, SBCTA was notified that the request was approved and included in AB 179. The California Department of Transportation (Caltrans) is the authorizing agency for the proper distribution of the funding provided by this legislation.

The Project will determine how best to increase the usefulness of SR 247 and SR 62 as a more viable alternative to Interstate 15 (I-15) through the Cajon Pass in the event of an emergency, such as earthquake, wild fire, major incident, or other disaster. The Project will explore potential countermeasures to determine how to limit the negative impacts an extended closure of I-15 would cause and explore geometric improvements as well as operational strategies to maintain traffic flow for freight, person-travel, and emergency services. Outreach to a broad cross-section of agencies, to include California Highway Patrol (CHP), Caltrans, local fire and law enforcement agencies, and state/federal resource agencies, will be integral to the study.

The Project will be conducted in the context of emergency bypass needs throughout the Victor Valley and Morongo Basin and will take into account existing traffic management plans that have been developed by law enforcement, transportation, and emergency service agencies to deal with I-15 closures and major incidents. Additionally, the Project will be conducted in a way that identifies specific potential improvements on SR 247 and SR 62 between Barstow, the Town of Yucca Valley, and Interstate 10 (I-10) near Palm Springs. Any improvements identified may be recommended for next steps in project programming and funding documents that can be used as the basis for funding requests, including state and federal capital grants.

Two components of the Emergency Bypass Study are included in the Scope of Work. Part 1 is the preparation of an area-wide Emergency Bypass Strategy that can build on any existing response plans previously developed by the CHP, Caltrans, and other emergency service agencies as a basis for managing traffic for periods when I-15 through the Cajon Pass is closed.

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

May 1, 2024

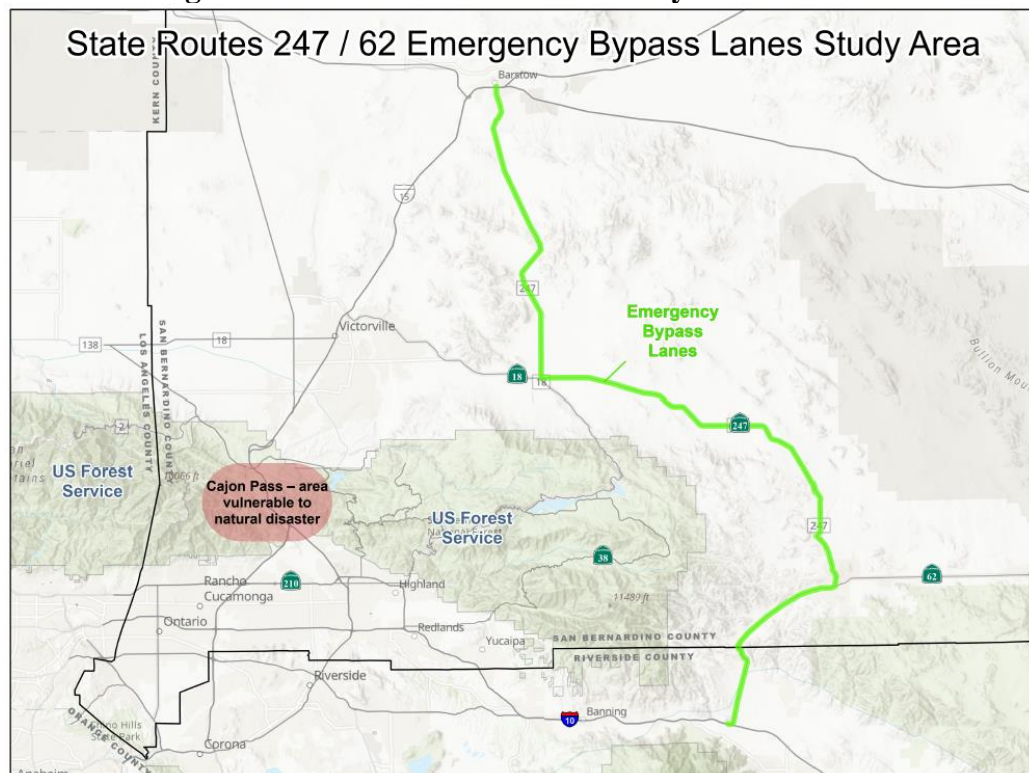
Page 2

The strategy should also incorporate plans for when the I-15 carrying-capacity is significantly limited for a period of time long enough to warrant diversion of traffic to other routes.

Part 2 involves the preparation of a feasibility study for potential geometric and operational improvements on the portions of SR 247 from Barstow to Yucca Valley, on SR 62 from Yucca Valley to I-10 in Palm Springs, in the Cajon Pass, and on other state and local roadways that feed the Cajon Pass from either direction. This will become the basis for recommending next steps in the project development process that will allow for strategic improvements to SR 247 and SR 62 and other routes that will better prepare agencies for dealing with traffic during emergencies. For example, specific locations for geometric/operational improvement, or installation of dynamic message signs and other warning/information systems may be identified by the project steering committee that are suitable for inclusion in state and local project development and funding plans.

One of the likely outgrowths of the SR 247/62 Emergency Bypass Study is a recommendation to prepare Caltrans Project Initiation Documents (PIDs) for specific sections of that route or for strategic locations elsewhere in the Victor Valley or Cajon Pass. The PIDs will be the next step in the project programming/funding process. Projects under \$1 million in estimated costs may qualify to go through the encroachment permit process. Chapter 9 of the Caltrans Project Development Procedures Manual (PDPM) explains how the PID development process works.

**Figure 1. Overview of SR 247/62 Study Area**



It is not the intent of this study to identify projects for general widening of these routes. However, the Emergency Bypass Strategy needs to be developed enough to support the recommendations for roadway geometric and operational improvements to better serve emergency service needs.

San Bernardino County Transportation Authority

## Board of Directors Agenda Item

May 1, 2024

Page 3

The primary deliverables from this study will include:

- Part 1: I-15 Emergency Bypass Strategy, developed in collaboration across state and local emergency service agencies. Recommendations may include geometric/operational improvements on strategic roadways in the Victor Valley and improvements to the ways in which emergency response information is delivered to travelers approaching the Cajon Pass in either direction.
- Part 2: SR 247/62 Emergency Bypass Feasibility Study. The project purpose will be focused on operational improvements and targeted improvements at key bottlenecks so as to accommodate the additional traffic flows experienced during extended shutdowns of I-15 in the Cajon Pass. The SBCTA Board of Directors would be involved in setting priorities.

SBCTA released Request for Proposals (RFP) 24-1003069 on December 19, 2023, seeking knowledgeable and experienced firms to develop a SR-247/62 Emergency Bypass Study. The RFP notification for this project was received by 549 consultants registered on PlanetBids and was downloaded by two firms.

On January 25, 2024, SBCTA received one proposal from WSP USA, Inc. The Procurement Analyst reviewed the proposal for responsiveness and determined that the proposal was responsive. The Project Manager reviewed the proposal and determined that the WSP USA, Inc., proposal met SBCTA's Scope of Work.

The Procurement Analyst reached out to prospective bidders to research reasons for which they did not ultimately bid, and most of the responses were simply due to no interest in pursuing this project. Pursuant to Policy No. 11000, on February 26, 2024, a request was made to the Executive Director to move forward with the single bid from WSP USA, Inc., which request was approved. In conclusion, staff recommends WSP USA, Inc., be awarded a contract in an amount not-to-exceed \$762,899, for a term through June 30, 2026.

***Financial Impact:***

The project is included in the adopted Budget for Fiscal Year 2023/2024 and funded with Priority Legislative Budget Projects Program Funds.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 10, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft contract.

***Responsible Staff:***

Ginger Koblasz, Senior Planner

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

**General Contract Information**

Contract No: 24-1003069 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Planning and Regional  
 Vendor No.: 01610 Vendor Name: WSP USA, Inc.  
 Description: SR-247/62 Emergency Bypass Study  
 List Any Related Contract Nos.: \_\_\_\_\_

Dollar Amount					
Original Contract	\$	762,899.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>762,899.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>762,899.00</b>

**Contract Authorization**

Board of Directors \_\_\_\_\_ Date: 5/1/2024 Board \_\_\_\_\_ Item # 10536

**Contract Management (Internal Purposes Only)**

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

**Accounts Payable**

Estimated Start Date: 5/1/2024 Expiration Date: 6/30/2026 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:	Total Contingency:
								\$	\$
GL: 6010	20	0941	0000	52005	42211506		Caltrans 247/62 Earmark	762,899.00	-
GL:								762,899.00	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-

Ginger Koblasz Project Manager (Print Name) Steven Smith Task Manager (Print Name)  
 Additional Notes: \_\_\_\_\_

Attachment: CSS 24 1003069 (10536 : Award Contract No. 24-1003069 for SR-247/62 Emergency Bypass)

**CONTRACT NO. 24-1003069**

**BY AND BETWEEN**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**AND**

**WSP USA, INC.**

**FOR**

**SR-247/62 EMERGENCY BYPASS STUDY**

This contract (“Contract”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and WSP USA, Inc., (“CONSULTANT”), whose address is 862 E. Hospitality Lane, Suite 350 San Bernardino, CA 92408. SBCTA and CONSULTANT are each a “Party” and are collectively the “Parties.”

**RECITALS:**

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

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

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

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK**

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



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

## **ARTICLE 2. CONTRACT TERM**

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through June 30, 2026 until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein, and in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or application to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Seven Hundred Sixty-Two Thousand, Eight Hundred Ninety-Nine Dollars (\$762,899). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work," and shall be reimbursed pursuant to Exhibit B "Price Proposal for Time and Materials." The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the California Department of Human Resources rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.3 INTENTIONALLY OMITTED.
- 3.4 INTENTIONALLY OMITTED.
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

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

#### **ARTICLE 4. INVOICING**

4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with the instructions below. Payment shall not be construed to be an acceptance of Work.

4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10<sup>th</sup>. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

[ap@gosbeta.com](mailto:ap@gosbeta.com)

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

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

4.4 INTENTIONALLY OMITTED.

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

4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA

reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.

#### 4.7 INTENTIONALLY OMITTED.

### **ARTICLE 5. TAXES, DUTIES AND FEES**

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

### **ARTICLE 6. AVAILABILITY OF FUNDS**

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

### **ARTICLE 7. PERMITS AND LICENSES**

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

### **ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT**

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

8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations.

CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report

8.3 Subcontracts in excess of \$25,000 shall contain this provision.

## **ARTICLE 9. RESPONSIBILITY OF CONSULTANT**

9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.

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

## **ARTICLE 10. REPORTING AND DELIVERABLES**

All reports and deliverables shall be submitted in accordance with Exhibit A "Scope of Work." At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

## **ARTICLE 11. TECHNICAL DIRECTION**

11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:

11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.

- 11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.
- 11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
- 11.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.
- 11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 11.2.1 Increases or decreases the Scope of Work;
- 11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
- 11.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
- 11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
- 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
- 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
- 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:



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

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

## **ARTICLE 12. CHANGES**

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

## **ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**

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

## **ARTICLE 14. CONFLICT OF INTEREST**

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

## ARTICLE 15. KEY PERSONNEL

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

Name	Job Classification/Function
Joe De La Garza	Project Manager
Michael Arizabal	Deputy Project Manager

## ARTICLE 16. REPRESENTATIONS

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

## ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and



information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.

- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

#### **ARTICLE 18. TERMINATION**

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days' written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its

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

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

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

#### **ARTICLE 19. STOP WORK ORDER**

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

#### **ARTICLE 20. CLAIMS**

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

#### **ARTICLE 21. INSURANCE**

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$4,000,000
- Coverage shall be appropriate for the CONSULTANT's profession and provided

services to include coverage for errors and omissions arising out of the CONSULTANT's professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.

- If Coverage is on a claims made basis:
  - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
  - CONSULTANT shall secure and maintain "tail" coverage for a minimum of Five (5) years after Contract completion.

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

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

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

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

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$2,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy (ies), and products and completed operations.
  - \$2,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).

- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

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

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

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability. Intentionally Omitted

21.1.7 Technology Professional Liability Errors and Omissions Insurance. Intentionally Omitted

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

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

21.2.2 Additional Insured Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 43, or if not available, then the ISO Form most substantially similar, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.

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

21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA’s Risk Manager. Without SBCTA’s Risk Manager’s expressed written



approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$50,000 or five (5) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

21.2.11 Project Specific Insurance. Intentionally Omitted

21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies



required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

- 21.2.13 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **ARTICLE 22. INDEMNITY**

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA and its authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional to the maximum extent permitted by Civil Code Section 2782.8.

22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA and its authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses

incurred by any Indemnitee(s) on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to Indemnitees' "active" as well as "passive" negligence, but does not apply to the "sole negligence" or "willful misconduct," within the meaning of Civil Code section 2782, of any Indemnitee.

#### **ARTICLE 23. ERRORS AND OMISSIONS**

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

#### **ARTICLE 24. OWNERSHIP OF DOCUMENTS**

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

#### **ARTICLE 25. SUBCONTRACTS**

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.
- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

## **ARTICLE 26. RECORD INSPECTION AND AUDITING**

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

## **ARTICLE 27. INDEPENDENT CONTRACTOR**

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

## **ARTICLE 28. ATTORNEY'S FEES**

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

## **ARTICLE 29. GOVERNING LAW AND VENUE**

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

## **ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS**

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

## **ARTICLE 31. PRECEDENCE**

31.1 The Contract consists of the following: Contract Articles, Exhibit A "Scope of Work," and Exhibit B "Price Proposal," SBCTA's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.

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

## **ARTICLE 32. COMMUNICATIONS AND NOTICES**

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

<b>To CONSULTANT</b>	<b>To SBCTA</b>
862 Hospitality Lane, Suite 350	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
San Bernardino, CA 92408	<b>San Bernardino, CA 92410-1715</b>
Attn: Joe De La Garza	<b>Attn: Ginger Koblasz</b>
Email: joe.delagarza@wsp.com	<b>Email: gkoblasz@gosbcta.com</b>
Phone: 619-849-5433	<b>Phone: (909) 884-8276</b>
2 <sup>nd</sup> Contact: Ali Mir	<b>Copy: Procurement Manager</b>
Email: ali.mir@wsp.com	<b>Email: procurement@gosbcta.com</b>

## **ARTICLE 33. DISPUTES**

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.
- 33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

**ARTICLE 34. GRATUITIES**

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

**ARTICLE 35. REVIEW AND ACCEPTANCE**

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

**ARTICLE 36. CONFIDENTIALITY**

See Article 17.

**ARTICLE 37. EVALUATION OF CONSULTANT**

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

**ARTICLE 38. SAFETY**

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

**ARTICLE 39. DRUG FREE WORKPLACE**

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

**ARTICLE 40. ASSIGNMENT**

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

**ARTICLE 41. AMENDMENTS**

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



## **ARTICLE 42. PREVAILING WAGES**

42.1 The State of California's General Prevailing Wage Rates are not applicable to this Contract.

## **ARTICLE 43. CONTINGENT FEE**

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

## **ARTICLE 44. FORCE MAJEURE**

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

## **ARTICLE 45. WARRANTY**

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

## **ARTICLE 46. ENTIRE DOCUMENT**

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

the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

**ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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

**ARTICLE 48. EFFECTIVE DATE**

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

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

DRAFT

Attachment: 24-1003069 (10536 : Award Contract No. 24-1003069 for SR-247/62 Emergency Bypass)



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

**WSP USA, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Ali Mir  
Business Line Leader

By: \_\_\_\_\_  
Dawn M. Rowe  
President, Board of Directors

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

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

**APPROVED AS TO FORM**

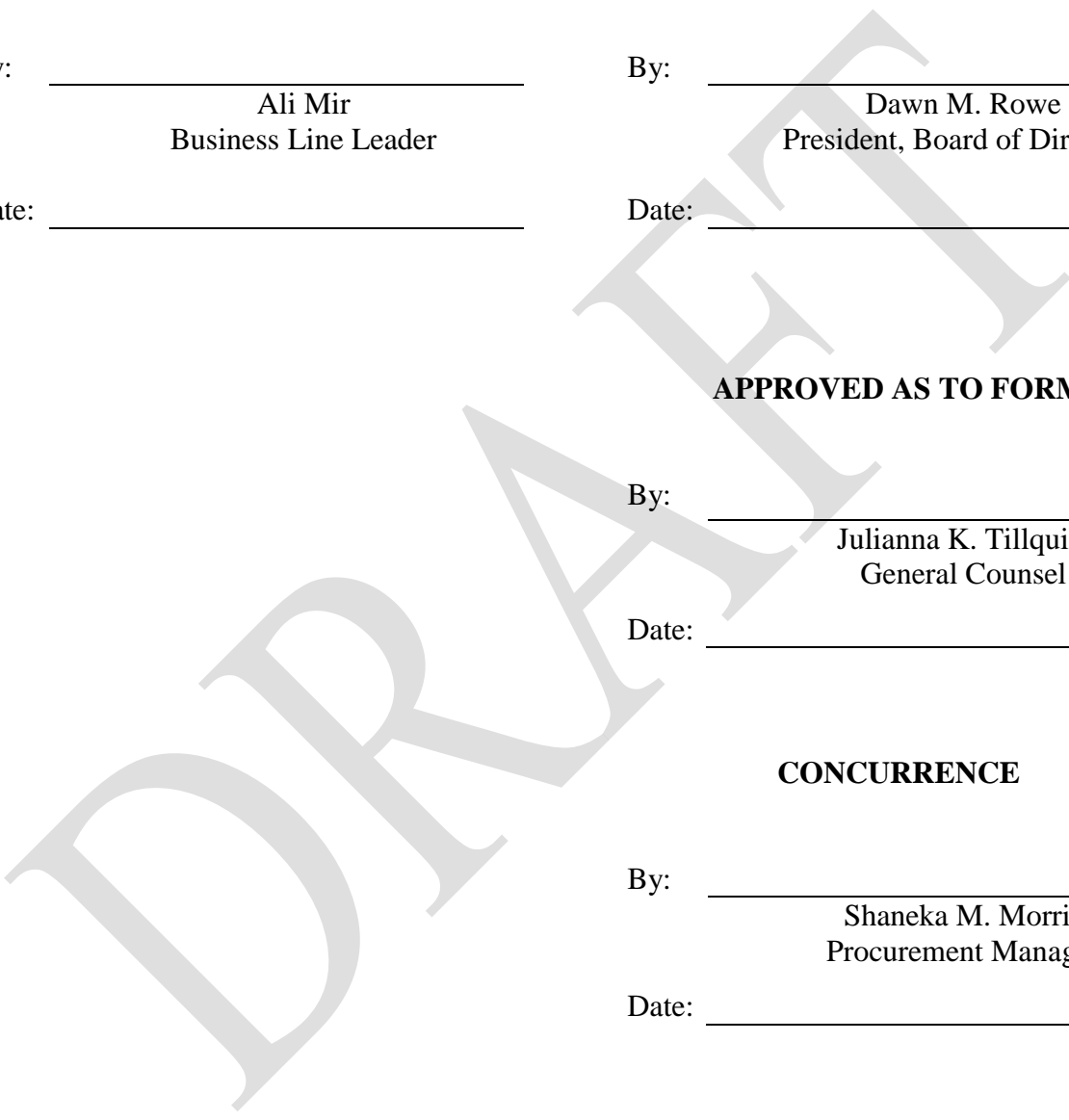
By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

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

**CONCURRENCE**

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

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



Attachment: 24-1003069 (10536 : Award Contract No. 24-1003069 for SR-247/62 Emergency Bypass)

## EXHIBIT A

### Scope of Work for the SR-247/62 Emergency Bypass Study San Bernardino County Transportation Authority

#### Study Background and Objectives

On September 8, 2022, the Governor signed Assembly Bill (AB) 179, which amended the Budget Act of 2022 to reflect changes necessary to implement the budget agreement for the State of California. AB 179 also appropriated funding for the Priority Legislative Budget Projects (PLBP) Program, otherwise known as state earmarks. The PLBP Program includes earmarks for a variety of projects including transportation-related projects. In April 2022, the San Bernardino County Transportation Authority (SBCTA) submitted a request for an earmark in the amount of \$1,000,000 to conduct the State Route (SR) 247/62 Emergency Bypass Lane Study (Project). On December 12, 2022, SBCTA was notified that the request was approved and included in AB 179. The California Department of Transportation (Caltrans) is the authorizing agency for the proper distribution of the funding provided by this legislation.

The Project will be conducted in the context of emergency bypass needs throughout the Victor Valley and Morongo Basin and take into account existing traffic management plans that have been developed by law enforcement, transportation, and emergency service agencies to deal with I-15 closures and major incidents. Additionally, the Project will be conducted in a way that identifies specific potential improvements on SR-247 and SR-62 between Barstow, the Town of Yucca Valley, and Interstate 10 near Palm Springs. Any improvements identified may be recommended for next steps in project programming and funding documents that can be used as the basis for funding requests, including state and federal capital grants.

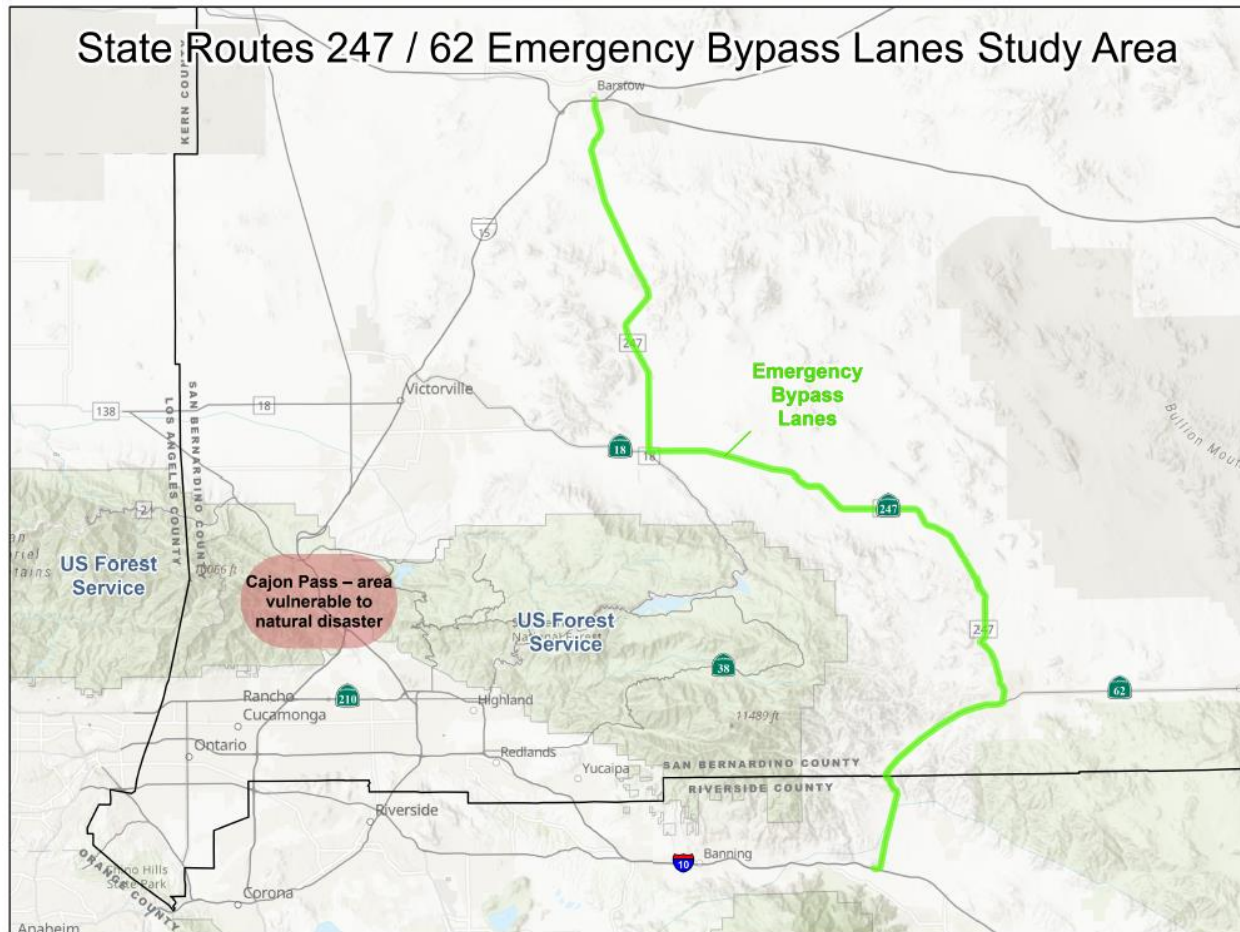
Two components of the Emergency Bypass Study are included in the Scope of Work. Part 1 is the preparation of an area-wide Emergency Bypass Strategy that can build on any existing response plans previously developed by the California Highway Patrol (CHP), Caltrans, and other emergency service agencies as a basis for managing traffic for periods when Interstate 15 through the Cajon Pass is closed. The strategy should also incorporate plans for when the I-15 carrying-capacity is significantly limited for a period of time long enough to warrant diversion of traffic to other routes.

Part 2 involves the preparation of a Feasibility Study for potential geometric and operational improvements on the portions of SR-247 from Barstow to Yucca Valley, on SR-62 from Yucca Valley to Interstate 10 in Palm Springs, in the Cajon Pass, and on other state and local roadways that feed the Cajon Pass from either direction. This will become the basis for recommending next steps in the project development process that will allow for strategic improvements to SR-247 and SR-62 and other routes that will better prepare agencies for dealing with traffic during emergencies. For example, specific locations for geometric/operational improvement, or installation of dynamic message signs and other warning/information systems may be identified by the project steering committee that are suitable for inclusion in state and local project development and funding plans.

One of the likely outgrowths of the SR-247/62 Emergency Bypass Study is a recommendation to prepare Caltrans Project Initiation Documents (PIDs) for specific sections of that route or for strategic locations elsewhere in the Victor Valley or Cajon Pass. The PIDs will be the next step in the project

programming/funding process. Projects under \$1 million in estimated cost may qualify to go through the encroachment permit process. Chapter 9 of the Caltrans Project Development Procedures Manual (PDPM) explains how the PID development process works. See: [PID Program Guidance and Policy | Caltrans](#) for an overview.

**Figure 1. Overview of SR-247/62 Study Area**



It is not the intent of this study to identify projects for general widening of these routes. However, the Emergency Bypass Strategy needs to be developed enough to support the recommendations for roadway geometric and operational improvements to better serve emergency service needs.

The primary deliverables from this study will include:

- Part 1: I-15 Emergency Bypass Strategy, developed in collaboration across state and local emergency service agencies. Recommendations may include geometric/operational improvements on strategic roadways in the Victor Valley and improvements to the ways in which emergency response information is delivered to travelers approaching the Cajon Pass in either direction.
- Part 2: SR-247/62 Emergency Bypass Feasibility Study. The project purpose will be focused on operational improvements and targeted improvements at key bottlenecks so as to accommodate the additional traffic flows experienced during extended shutdowns of I-15 in the Cajon Pass. The SBCTA Board, Caltrans, and local jurisdictions would be involved in setting funding priorities.

A portion of the earmark is being reserved for staff management of the project and for coordination with Caltrans and/or other emergency service agencies. It is anticipated that approximately one third of consultant project resources would be devoted to development of the Emergency Bypass Strategy in Part 1 and 2/3 devoted to the Feasibility Study in Part 2, but the Emergency Bypass Strategy will be critical for defining the overall role of SR-247/62 and the role of other roadways at the north and south ends of the Cajon Pass. The strategy at the south end of the pass is expected to be simpler than at the north end, by virtue of the ramps available between the I-15 and I-215 freeways that converge at the south end. The north end is much more complex and constrained, but the south end is no less important.

### **Scope of Work**

#### **Part 1 – Emergency Bypass Strategy for I-15/Cajon Pass Closures**

##### **Task 1.1 – Obtain and Analyze Existing Response Plans, As Available**

Some very basic information is available on current response plans in the event of an I-15 Cajon Pass closure or serious incident. Additional coordination will be required to confirm current plans and obtain input from CHP, Caltrans, and emergency response agencies regarding lessons learned from prior responses and how the plans might be improved. SBCTA will take the lead in organizing these entities into a Cajon Pass Working Group that can be used by the consulting team to both obtain information and identify ways in which the response plans could be made more effective. The consultant will be responsible for preparing agendas, developing materials, managing meetings, and documenting progress in development of an overall strategy. Major closure events in the Cajon Pass will need to be documented over at least the last 10 years. Initial meetings of the Working Group should focus on describing current response plans and identifying the key routes that should be included for consideration in the development of the Emergency Bypass Strategy and the Feasibility Study.

##### **Task 1.2. Obtain and review existing reports, data, studies, mapping or other information**

Assemble the studies, data, and mapping necessary for analysis of the segments identified in Task 1.1 to assist in determining what improvements may be appropriate and feasible at each location. The consultant should access archived “big data” to analyze traffic flows for at least three major Cajon Pass incidents in which significant amounts traffic were diverted. SBCTA has maintained the ClearGuide system of archived data for San Bernardino County roadways the last 8 years, and access can be provided to the consultant. Other archived data platforms may also be used along with after-action reports, incident debriefs, etc. to reconstruct what occurred at some of the major incidents involving the Cajon Pass. A technical memorandum shall be prepared documenting the key location and extent of bottlenecks along alternate routes, how the routes were utilized by the traveling public, and problems that may have occurred with heavy duty truck traffic (bridge weight limits, height of overhead structures, turn radii at key intersections, routing of hazardous materials, etc.). The findings shall be documented in a technical memorandum.

**Task 1.3 – Collaborate with the Cajon Pass Working Group to identify targeted operational, geometric, and traveler information improvements.**

The consultant will translate the discussions on emergency response strategy into specific strategic improvements that could be further developed to make the emergency bypass operations more effective and efficient. It is anticipated that specific bottleneck locations that have been experienced on alternate routes in prior I-15 closures will be given special attention. These bottlenecks need to be documented, and specific improvement and/or operational procedures conceived that can increase throughput. This needs to be thought of as a system, not just as isolated bottlenecks, the relief of which could just move the bottleneck further downstream. In addition, the strategy will likely need to be tied to the northern and southern limits of the I-15 closure. For example, a closure north of SR-138 may allow for a different emergency bypass plan than if the closure is south of SR-138. The findings shall be documented in a technical memorandum.

#### Task 1.4 – Prepare Draft and Final Emergency Bypass Strategy

The Consultant will develop a draft Emergency Bypass Strategy that puts all of the pieces of the strategy together in a manner that is useful and practical for use by those responsible for its implementation: CHP, Caltrans, and local/state emergency response agencies. Those responsible for its implementation must have confidence in its usefulness and practicality in emergency situations. They will also be in the best position to critique the draft. Additionally, the response strategy will serve as a guide for the type of improvements that should be considered specifically for the SR-247/SR-62 corridor. Following a comment period, the Consultant will prepare the Final Emergency Bypass Strategy. The means for making the strategy available and for keeping it updated will need to be incorporated into the document.

### **Part 2 – Feasibility Study for SR-247/62 and Other Routes**

Part 2 of the Scope of Work will be developed in the context of the role of this corridor in the overall Emergency Bypass Strategy. While SR-247/62 is a primary focus route for the Feasibility Study, the project purpose will be focused on operational improvements and targeted improvements at key bottlenecks within the overall corridor so as to accommodate the additional traffic flows experienced during extended shutdowns of I-15 in the Cajon Pass. The emergency driver information needs identified in Part 1 of the study may also suggest specific locations or systems that can get information out to those who need it at the point where it is most useful to make route decisions. Routing apps on mobile phones have become an important part of dynamic route planning and adjustment, and all of this needs to be taken into account when designing an information system that helps limit the impact of a major shut-down of I-15. In that light, the tasks below identify the general process for carrying out the study.

#### Task 2.1. Identify the roadway segments and geographic areas for which to develop improvements

This task will be an outgrowth of the Emergency Bypass Strategy developed in Part 1. But it will require the specification of the limits of each segment to be evaluated. Just the SR-247/62 alternate route from Barstow to Palm Springs is almost 100 miles. A methodology needs to be devised to identify key bottlenecks and segments along this and other routes, the improvement of which could become part of a more effective emergency response routing system. The result of this task would be mapping of these segments or locations, definition of approximate project limits, and why each segment needs to receive further analysis and development. Some segments will be longer than others, and some may simply be key intersections. It is expected that most of these will be state highways, but there could also be segments that are the responsibility of the County or cities. A technical



memorandum shall be prepared to document these locations, the objective of any proposed improvements, and the potential benefit that could be derived. Groupings of improvements should be used to distinguish those that should receive the most attention or priority and those that are not as critical, such as high/medium/low priority groupings. This will be the basis for prioritizing work for the remainder of the tasks.

Task 2.2. Develop conceptual designs for improvement to routes and segments that could make them more useful as emergency bypass routes

Based on the work conducted in prior tasks, prepare conceptual designs for improvements along SR-247/62 as well as the other identified routes. The design concepts should be prepared with the expectation that they will be the starting point for improvements to be programmed under the Caltrans encroachment permit process or the Project Initiation Document (PID) process. Caltrans will be involved in the review. The submittals may be staged in packages by area or route, to facilitate the review process, but they will ultimately all be documented in the Feasibility Study at the end of the project.

Task 2.3. Develop cost, schedule, and improvement “bundles.”

As indicated above, the expectation is that the geometric, operational, and traveler information improvements will be positioned for funding through either the encroachment permit or PID process for state highways, or through the capital improvement budgeting process if locally controlled. Cost estimates shall be developed, and the optimum paths for funding and implementation shall be identified in collaboration with Caltrans and local agencies. Because the improvements are likely to be spread across different areas and routes (SR-247/62 and others) the improvements will likely need to be grouped into PID “bundles,” to be pursued and environmentally cleared as prioritized through funding availability. This will be a collaborative effort between Caltrans, CHP, SBCTA, and the local jurisdictions SBCTA serves.

Task 2.4. Prepare Draft and Final Feasibility Study

A draft Emergency Bypass Study shall be prepared incorporating all the information developed to date. The conceptual designs and cost estimates would be most appropriate as an appendix. The next steps for implementation shall be clearly identified, including projects that could potentially be programmed through the Caltrans SHOPP funding (State Highway Operation and Protection Program), Minor Projects Program, or a Caltrans or locally sponsored PID process. The draft report shall be reviewed and revised based on SBCTA and Caltrans comments and a final study report prepared.

### **Project Schedule**

It is expected that the study schedule will be in the range of 18 months.



**EXHIBIT B Price Proposal for  
Time and Materials**

**RFP No. 24-1003069**

**Year 1 – 2024/2025**

**Key Personnel**

Name	Classification/Title	Job Function		Hourly Rate	
De La Garza, Joe	Senior VP, Transportation Engineering	Project Manager	426	\$	265.74
Arizabal, Mike	VP, Transportation Planning	Deputy Project Manager/Corridor Planning Lead	386	\$	219.81
Grose, Tim	Economics and Transportation Planner	Resiliency Lead	50	\$	238.12
Lingham, Virginia	Senior VP, Transportation Operations	Innovative Technology and ITS Lead	30	\$	283.43
Beck, Scott	Senior Transportation Systems Management Operations	Strategic Improvements Lead	70	\$	251.88
Total Key Personnel			962	\$	236,092
Non-Key Personnel			3,116	\$	523,807
Total Personnel			4,078	\$	759,899

**Other Direct Cost Schedule (ODC)**

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

Type of ODC	Unit Cost		Estimated Budget Amount	
Travel and Mileage	\$	500	\$	2,000
Printing and Supplies	\$	1	\$	1,000
Data Collection	\$	0	\$	0
Total ODC	\$		\$	3,000

WSP USA Inc.

Proposer

Signature of Authorized Person

03/01/2024

Date

Attachment: 24-1003069 Exhibit B (10536 : Award Contract No. 24-1003069 for SR-247/62 Emergency Bypass)



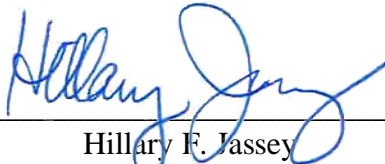
WSP USA INC.

SECRETARY’S CERTIFICATE

I, Hillary F. Jassey, Secretary of WSP USA Inc. (the “Corporation”), do hereby certify on behalf of the Corporation and not in my individual capacity that on August 4, 2020 the Board of Directors of the Corporation adopted the following resolution:

“RESOLVED, that parties authorized by the Delegation of Authority may sign RFPs, RFQs and any resulting project contracts or amendments in accordance with the Delegation of Authority.”

I further certify that the resolution has not been revoked and that, as the District Business Line Leader, Southern California Transportation, Ali Mir is authorized by the Delegation of Authority to sign Request for Proposals (RFP) No: 24-10003069 for SR-247/62 Emergency Bypass Study, and any resulting agreements or contracts between the San Bernardino County Transportation Authority and the Corporation.

  
\_\_\_\_\_  
Hillary F. Jassey  
Secretary

January 17, 2024  
Date

Attachment: WSP USA, INC. Signature Authority (10536 : Award Contract No. 24-1003069 for SR-247/62 Emergency Bypass)

**WSP USA INC.****OFFICERS AND DIRECTORS**

<u>Title</u>	<u>Name</u>	<u>Business Address*</u>	<u>Business Address Reference Number</u>	<u>Director</u>
President & CEO	David J. Odeh	North Providence, RI	( 1 )	X
Executive Vice President	Lewis P. Cornell	Irvine, CA	( 2 )	
Senior Vice President & Treasurer	Andrew C. Esposito	Irvine, CA	( 2 )	
Senior Vice President	Sofia M. Berger	New York, NY	( 3 )	
Senior Vice President	Michael J. Case	Sunrise, FL	( 4 )	
Senior Vice President	Gerald S. Jannetti	Tampa, FL	( 5 )	
Senior Vice President	Rebecca M. Nolan	St. Louis, MO	( 6 )	
Senior Vice President	Garry E. Nunes	New York, NY	( 3 )	
Senior Vice President	Christopher L. Peters	Irvine, CA	( 2 )	
Senior Vice President	Joseph J. Sczurko	Houston, TX	( 7 )	
Senior Vice President	Stuart R. Sunshine	San Francisco, CA	( 8 )	
Senior Vice President	Arpit Talati	Dallas, TX	( 9 )	
Senior Vice President	David B. Terry	Upper Saddle River, N.	(10)	
Senior Vice President	John Trotta	Chicago, IL	(11)	
Senior Vice President	Lytle C. Troutt	Nashville, TN	(12)	
Vice President	David Albers	Buffalo, NY	(13)	
Vice President	Andrew J. Lynn	New York, NY	( 3 )	
Vice President	Kevin B. Reed	San Diego, CA	(14)	
Assistant Vice President	Sandy Bishay	New York, NY	( 3 )	
Assistant Vice President	Jacob M. Borchers	Wichita, KS	(15)	
Assistant Vice President	David A. Church	Kansas City, MO	(16)	
Assistant Vice President	Scott M. Cogan	Kansas City, MO	(16)	
Assistant Vice President	Amir J. Degany	Boston, MA	(17)	
Assistant Vice President	Leslie Gartner	Atlanta, GA	(18)	
Assistant Vice President	Rory Gayle	Kansas City, MO	(16)	
Assistant Vice President	Jared R. Machala	Houston, TX	(19)	
Assistant Vice President	David Patterson	Baltimore, MD	(20)	
Assistant Vice President	Robert Rohlfs	Kansas City, MO	(16)	
Assistant Vice President	Mary H. Volpe	New York, NY	( 3 )	
Assistant Vice President	Fadi S. Walieddine	San Francisco, CA	( 8 )	
Secretary	Hillary F. Jassey	New York, NY	( 3 )	
Assistant Secretary	W. Stephen Dale	Shelton, CT	(21)	
Assistant Secretary	Laura S. Unger	Ephrata, PA	(22)	
Controller	Nicholas P. Mitrakis	New York, NY	( 3 )	
Assistant Controller	Christopher J. D'Aquino	Ephrata, PA	(22)	
Board Director	Dennis J. Baker	Boston, MA	(17)	X
Board Director	Gregory P. Benz	Eliot, ME	(23)	X

Attachment: WSP USA, INC. Signature Authority (10536 : Award Contract No. 24-1003069 for SR-247/62 Emergency Bypass)

**WSP USA INC.****OFFICERS AND DIRECTORS**

<u>Title</u>	<u>Name</u>	<u>Business Address*</u>	<u>Business Address Reference Number</u>	<u>Director</u>
--------------	-------------	--------------------------	--	-----------------

Business Addresses

- ( 1 ) 1223 Mineral Spring Avenue, North Providence, RI 02904
- ( 2 ) 15231 Laguna Canyon Road, Suite 100, Irvine, CA 92618
- ( 3 ) One Penn Plaza, New York, NY 10119
- ( 4 ) 1000 Sawgrass Corp Parkway, Suite 578, Sunrise, FL 33323
- ( 5 ) 5411 Skycenter Drive, Suite 650, Tampa, FL 33607
- ( 6 ) 211 North Broadway, Suite 2899, St. Louis, MO 63102
- ( 7 ) 16200 Park Row, Suite 200, Houston, TX 77084
- ( 8 ) 425 Market Street, 17th Floor, San Francisco, CA 94105
- ( 9 ) 3102 Oak Lawn Avenue, Suite 450, Dallas, TX 75219
- (10) 600 East Crescent Avenue, Suite 200, Upper Saddle River, NJ 07458
- (11) 30 N. Lasalle Street, Suite 4200, Chicago, IL 60602
- (12) 3800 Ezell Road, Suite 100, Nashville, TN 37211
- (13) 40 La Riviere Drive, Suite 320, Buffalo, NY 14202
- (14) Wells Fargo Bldg., 401 B Street, Suite 1650, San Diego, CA 92101
- (15) 225 North Market Street, Suite 350, Wichita, KS 67202
- (16) 300 Wyandotte Street, Suite 200, Kansas City, MO 64105
- (17) 100 Summer Street, 13th Floor, Boston, MA 02110
- (18) 3340 Peachtree Road NE, Suite 2400 Tower Place, Atlanta, GA 30326
- (19) 808 Travis Street, Suite 200, Houston, TX 77002
- (20) 1 East Pratt Street, 3rd Floor, Baltimore, MD 21202
- (21) 6 Research Drive, Suite 260, Shelton, CT 06484
- (22) 4139 Oregon Pike, Ephrata, PA 17522
- (23) 428 Dow Highway, Eliot, ME 03903

Attachment: WSP USA, INC. Signature Authority (10536 : Award Contract No. 24-1003069 for SR-247/62 Emergency Bypass)

## *Minute Action*

AGENDA ITEM: 16

***Date:*** May 1, 2024

***Subject:***

Gold Line to Montclair Project Update and Funding Allocation

***Recommendation:***

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

A. Increase the total allocated funding to the Gold Line to Montclair Project from \$3,000,000 to \$39,000,000, to be funded with Local Transportation Funds, Low Carbon Transit Operations Program funds, and Measure I Valley Metrolink/Rail Service Program funds, which when combined with the \$41,000,000 of 2018 Transit and Intercity Rail Capital Program funds awarded towards the San Bernardino County portion of the Gold Line to Montclair Project provides a total of \$80 million available to the Project as an interim funding step until the design-build contract and other costs are further defined.

B. Direct staff to negotiate a reimbursement agreement with Los Angeles County Metropolitan Transportation Authority (LACMTA) to fund San Bernardino County's share of the remaining Gold Line to Montclair Project as described in Recommendation A.

C. Consider reallocation of the additional \$36,000,000 of SBCTA formula funds identified in Recommendation A to other SBCTA funded operations and project needs should the design-build contract bid amount exceed the available funding needed to build the Gold Line to the San Bernardino/Los Angeles county line, and should the LACMTA not allocate the additional funding needed by April 1, 2025.

***Background:***

The Metro Foothill Gold Line Phase 2B Project (Project) includes 12.3 miles of light-rail track construction between Azusa and Montclair, primarily in Los Angeles County, except for 0.6 miles of construction in San Bernardino County, which contains the planned eastern terminus at the Montclair Transit Center, as shown in Attachment A. Through state legislation, the Foothill Gold Line Construction Authority (Construction Authority) was formed for the purposes of overseeing all design and construction contracts for completion of the Los Angeles to Pasadena Metro Gold Line as well as any future extension eastward to Claremont. In 2012, Assembly Bill (AB) 1600 was passed that extended the terminus further east to Montclair in San Bernardino County. In accordance with the 2012 legislation, the Los Angeles County Metropolitan Transportation Authority (LACMTA) shall assume responsibility for operating all completed phases of the Project, including the portion in San Bernardino County contingent upon the approval of the San Bernardino County Transportation Authority (SBCTA) Board of Directors, demonstrated via execution of an operations and maintenance agreement with LACMTA. AB 1600 also required the Construction Authority to enter into a construction agreement with SBCTA prior to commencing construction of the portion of the Project in San Bernardino County. AB 1600 does not state who is responsible for securing construction funding aside from stating that, "Nothing in this section shall be construed to require the LACMTA to allocate funds to the project beyond funds that have been allocated as of January 1, 2012."

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

May 1, 2024

Page 2

However, LACMTA has moved forward with adding funding to the Project. On June 22, 2017, the LACMTA Board of Directors approved a Life of Project Budget for their portion of the Project in the amount of \$1.41 billion and authorized execution of a Project Funding Agreement with the Construction Authority, including provisions to apply for \$249 million in State Transit and Intercity Rail Capital Program (TIRCP) funds as a LACMTA priority. In December 2018, LACMTA led the effort to submit a TIRCP grant for the remaining funding needed in Los Angeles County, \$249 million, as well as the remaining funding needed in San Bernardino County, which was \$41 million. The TIRCP grant application was successful with the award of \$290 million, and the Construction Authority initiated the design-build procurement process to enter into a contract for design and construction of the Project. As reported to their Board on November 13, 2018, they shortlisted four teams, all of which had cost proposals substantially over the budget established in June 2017. Based on the two lowest cost proposals received, the Construction Authority estimated an additional \$570 million was needed to construct the Project to Montclair, and recommended a phased approach to delivering the Project while additional funding was secured. The Construction Authority initiated the main design-build contract to build the funded 9.1-mile Glendora to Pomona project segment in October 2019 and substantial completion to Pomona is scheduled for January 2025.

Elected officials and staff from SBCTA, LACMTA, and the Construction Authority met on January 29, 2024, to discuss advancing the remaining segment of the Project. The Construction Authority continues to seek the funding needed to complete the 3.2-mile Pomona to Montclair segment, which as of late 2022, was estimated to cost \$798 million and is now estimated to cost \$896 million based on a Notice to Proceed with construction being issued in spring 2025 and construction being completed within 63 months.

The following agreements are needed to further advance the effort:

1. LACMTA/Construction Authority Reimbursement Agreement – LACMTA reimburses the Construction Authority for all costs.
2. SBCTA/LACMTA Reimbursement Agreement – SBCTA reimburses LACMTA for the work to be done in San Bernardino County instead of the Construction Authority entering into two separate reimbursement agreements.
3. SBCTA/Construction Authority Construction Agreement.
4. SBCTA/LACMTA operations and maintenance agreement.

While work on the SBCTA/LACMTA Reimbursement Agreement has been initiated, staff is seeking concurrence from the SBCTA Board of Directors on proceeding with the approach of reimbursing LACMTA, who will then reimburse the Construction Authority, for costs in San Bernardino County, ahead of presenting the final negotiated agreement for approval in September 2024.

In December 2023, LACMTA submitted a Senate Bill (SB) 125 funding request to the State for \$798 million, to be available over the next three years, to support construction of the Project to the Los Angeles/San Bernardino County line. Prior to the now known State budget deficit, SB 125 amended the Budget Act of 2023 with one-time money to appropriate \$4 billion of General Fund to the TIRCP over the next two fiscal years as well as \$910 million of Greenhouse Gas Reduction Fund dollars and \$190 million of Public Transportation Account funding over the next four fiscal years. The intent of SB 125 is to provide one-time multiyear bridge funding for San Bernardino County Transportation Authority

## Board of Directors Agenda Item

May 1, 2024

Page 3

transit operators to address operational costs until long-term transit sustainability solutions are identified, assist transit operators in preventing service cuts and increasing ridership, prioritize the availability of transit for riders who are transit dependent, and prioritize transit agencies representing a significant percentage of the region's ridership. It is unknown how the State budget deficit will affect the availability of the SB 125 funds starting next fiscal year.

The Construction Authority's position is that SBCTA is responsible for funding the remaining portion of the Project cost in San Bernardino County, but has taken the position that they are not legally obligated to provide SBCTA with a detailed cost estimate to validate the cost of the work in San Bernardino County. The Construction Authority provided a high level annual rate of expenditure, showing a revised total cost of \$98 million, which is included as Attachment B. Typically, SBCTA staff validates the cost of a project before requesting the Board allocate funding to it. In this case, staff also wants to ensure SBCTA is not to provide funding to cover the cost of work outside of San Bernardino County and that all planned expenditures are eligible expenses. The Construction Authority is requesting that the reimbursement agreement between SBCTA and LACMTA be in place before the design-build Request for Proposals (RFP) is issued in September 2024.

In lieu of providing adequate backup for the \$98 million cost, the Construction Authority is requesting that SBCTA enter the Project reimbursement agreement with LACMTA for only \$77 million consisting of the remaining \$36 million local funds identified in the 2021 Ten-Year Delivery Plan and the \$41 million TIRCP funds, and per the Construction Authority, "...knowing that the reimbursement agreement can be amended once the design-build contract has been signed and the Construction Authority shares the final pricing from the winning bidder." The Construction Authority asserts that having the reimbursement agreement in place and included as part of the RFP packet is critical to reducing the unnecessary risk of money being added by the bidders to their bid prices due to perceived uncertainty, and even if not fully funded, the agreement being in place and included in the RFP would show the contracting community the necessary commitment they are looking for from SBCTA to keep the price down for work in San Bernardino County.

The Construction Authority's approach would be that once the design-build contract is signed, SBCTA and LACMTA can amend the funding amount in the reimbursement agreement if the SBCTA Board of Directors is comfortable with the cost increase. By that time, they will have a fixed and final price for the project in San Bernardino County, which can be shared with the SBCTA Board of Directors. To provide time for amendment, the portion of the project in San Bernardino County will be included as a Contract Option in the RFP, thereby giving SBCTA a few months to determine if there are sufficient funds available to increase the Project allocation, subject to SBCTA Board of Directors approval, without raising the design-build contract price or impacting the schedule. In addition to the design-build contract, there are right-of-way acquisitions identified, including working with California Department of Transportation who owns land at the Montclair Transcenter, LACMTA support services costs that have not been identified, as well as inspection services that are necessary.

SBCTA and LACMTA staff have begun work on the SBCTA/LACMTA operations and maintenance agreement. It is important that the operations and maintenance agreement be finalized at the same time as the reimbursement agreement to ensure all financial and operational

San Bernardino County Transportation Authority

## Board of Directors Agenda Item

May 1, 2024

Page 4

commitments are known ahead of breaking ground in San Bernardino County. Currently the cost for LACMTA to operate 0.6 miles of light rail service between the San Bernardino/Los Angeles County line and the Montclair Transcenter is approximately \$2.2 million annual dollars based on five minute peak service. For a ten-year period, this equates to over \$22 million dollars, not including inflation. Actual future costs can be expected to also change and may include inflation, certain capital costs, State of Good Repair, or other costs.

The operations and maintenance agreement will need to address how SBCTA's share of fare revenue is determined. It is important to note that SBCTA will not have a say in what the Metro Gold Line (now known as the A Line) fares are. Should LACMTA decide to go through the Federal Transit Administration process to permanently adjust fares, SBCTA will not have approval rights over the fare adjustment even though it will directly affect the SBCTA operating subsidy amount. Further, SBCTA will be required to fund State of Good Repair/preventative maintenance for the infrastructure in San Bernardino County. Unlike Metrolink where SBCTA has Board appointed representation, SBCTA will not have a seat at the table when ongoing operational and maintenance decisions are made that will have a financial impact on SBCTA. While SBCTA will ultimately have to approve the subsidy as part of the SBCTA Budget, it will be important that the operations agreement provides authority to SBCTA to reduce the level of service in San Bernardino County should costs become unsustainable, and operations funding is not available. Lastly, SBCTA staff is particularly concerned with the potential for unhoused riders using the Metro system for shelter to be cleared off the trains in Montclair when vehicles are going out of service. Both Long Beach and Azusa have had challenges with this in their communities. Staff recommends that a provision be included in the operations and maintenance agreement that precludes trains from going out of service at the Montclair Transcenter. In other words, all trains coming to the Montclair Transcenter will have a westbound revenue move to ensure people from outside San Bernardino County are not forced to exit the train in an unfamiliar community when train service ends sometime between 1:00 AM and 2:00 AM.

***Financial Impact:***

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

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 11, 2024.

***Responsible Staff:***

Victor Lopez, Director of Transit & Rail Programs

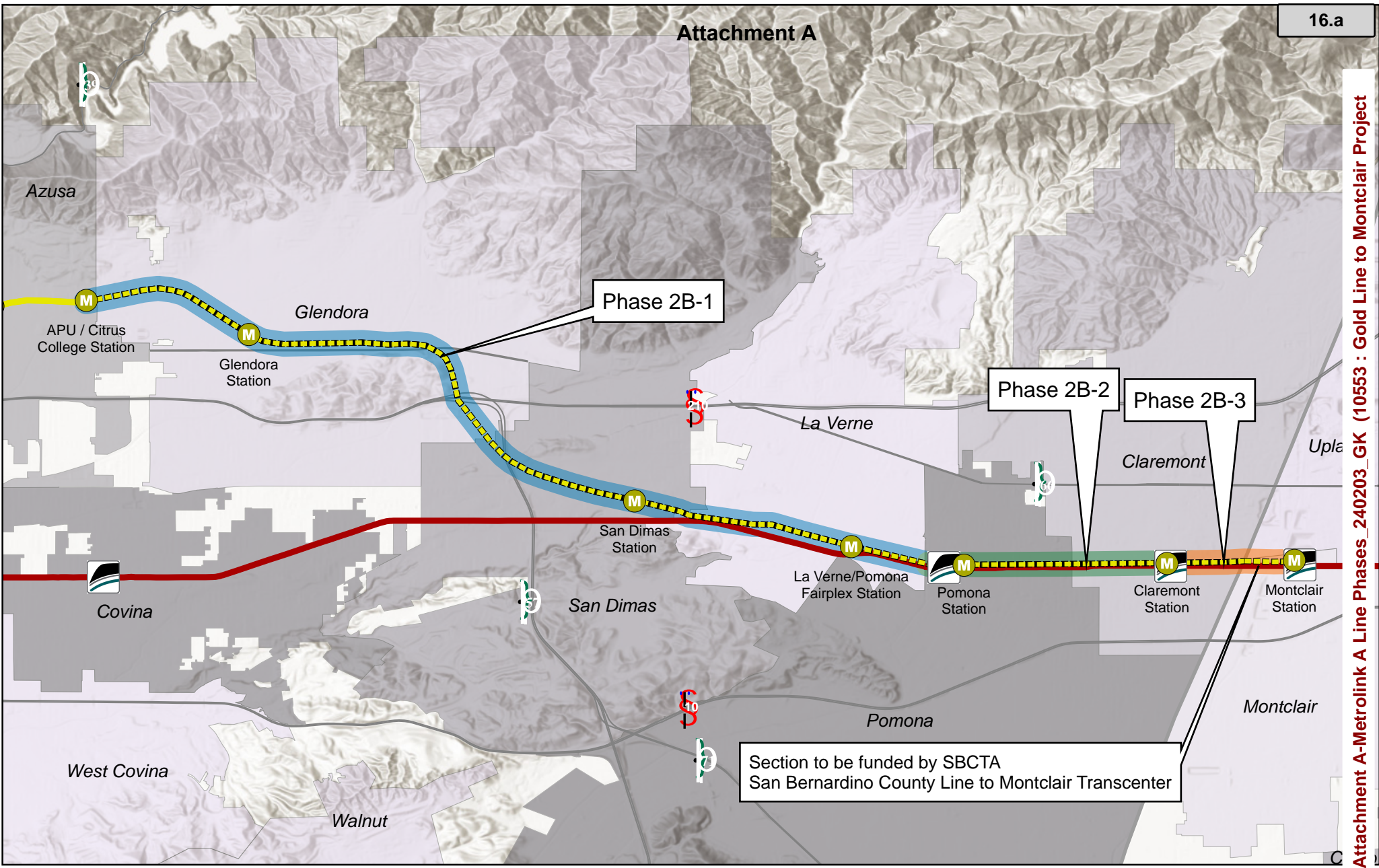
---

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:



Attachment A



- Metrolink Stations
- San Bernardino Metrolink Line
- Metro A Line Stations
- Metro A Line (Existing)
- Metro A Line (Proposed Extension)

- Foothill Extension - Proposed Alignment Anticipated Construction Timelines**
- Phase 2B-1: Glendora to Pomona North Metrolink Station – Construction Underway 2019 to 2025
  - Phase 2B-2: Pomona North Metrolink Station to Los Angeles/San Bernardino County Line – Construction Planned 2025 to 2031
  - Phase 2B-3: Los Angeles/San Bernardino County Line – Construction Planned 2025 to 2031

Section to be funded by SBCTA  
San Bernardino County Line to Montclair Transcenter

**SB PROJECT FUNDING**

Metro Gold Line Foothill Extension

(in millions of dollars escalated to the year of the expenditure)

NTP April 2025							
	TO MONTCLAIR						
Sources of Funds	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	Total
Transit and Intercity							
Rail Capital Program (TIRCP) SB (Existing)	7.0	13.0	21.0				41.0
SBCTA Funds (Measure I, STA, LTF, LCTOP) (Existing)			6.0	26.0	7.0		39.0
SBCTA Funds (TBD)					13.0	5.0	18.0
<b>Total Project Funding to Montclair</b>							<b>98.0</b>
<b>Total</b>	7.0	13.0	27.0	26.0	20.0	5.0	

**SB PROJECT EXPENDITURE PLAN**

EXPENDITURE PLAN - COST AND CASHFLOW BUDGET

Metro Gold Line Foothill Extension

(in millions of dollars escalated to the year of the expenditure)

NTP April 2025							
	TO MONTCLAIR						
Uses of Funds	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	Total
Professional Services (Program Management)	1.0	1.0	2.0	2.0	1.0	1.0	8.0
MCA (Utilities)	0.5	0.5					1.0
Right of Way (Alignment)		1.0					1.0
Metro Costs (Plan Checks)	0.5	0.5					1.0
Project Contingency			1.0	1.0	1.0		3.0
Construction SB	5.0	10.0	24.0	23.0	18.0	4.0	84.0
<b>Total Project Expenditure to Montclair</b>							<b>98.0</b>
<b>Total</b>	7.0	13.0	27.0	26.0	20.0	5.0	

## *Minute Action*

AGENDA ITEM: 17

***Date:*** May 1, 2024

***Subject:***

Amendment No. 2 to Contract No. 21-1002452 with HNTB Corporation for Program Management/Construction Management Services for the Ontario International Airport Connector Project

***Recommendation:***

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

A. Approve Amendment No. 2 to Contract No. 21-1002452 with HNTB Corporation, for Program Management/Construction Management Services for the Ontario International Airport Connector Project, increasing the authorized budget under Notice to Proceed (NTP) 1 by \$6,538,464, for a revised not-to-exceed amount authorized under NTP 1 to \$17,621,085, to be funded with State Transit Assistance funds previously programmed for the Project.

B. Approve a contingency to Contract No. 21-1002452, for a not-to-exceed amount of \$885,000, to be funded with State Transit Assistance funds previously programmed for the Project, and authorize the Executive Director, or his designee, to release contingency as necessary for the completion of the project.

***Background:***

In January 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors awarded Contract No. 21-1002452 to HNTB Corporation (HNTB) for Project Management/Construction Management (PCM) Services for the Emerging Technology Tunnel to Ontario International Airport (ONT) Project (now known as the ONT Connector Project). The Project originally envisioned a turnkey contract to deliver a new transit service to the ONT, procured through a contract with a Developer and would include environmental services for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA).

Since the contract was awarded to HNTB, the Project has undergone significant changes in contracting and delivery strategy, which were not contemplated in the original PCM contract, which include:

- Obtain CEQA and NEPA environmental clearance separately, utilizing a separately procured environmental services contract.
- Proceed with procurement of the Project through a two-stage, progressive design-build (DB) delivery model.
- Complete several pre-construction and early works activities to reduce schedule risks and construction cost contingencies. These activities include geotechnical investigations, right-of-way acquisitions, and early construction work activities to relocate conflicting utilities.

In April 2022, the Board awarded Contract No. 22-1002758 to AECOM Technical Services, Inc., for Environmental Services for the Project, including both CEQA and NEPA clearance. In July 2022, the Board received an update on the status of the development of a Request for Qualifications (RFQ) for the ONT Project, and adopted a delivery approach that combines elements of a traditional DB authorized under the DB Law along with a “progressive” approach

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item

May 1, 2024

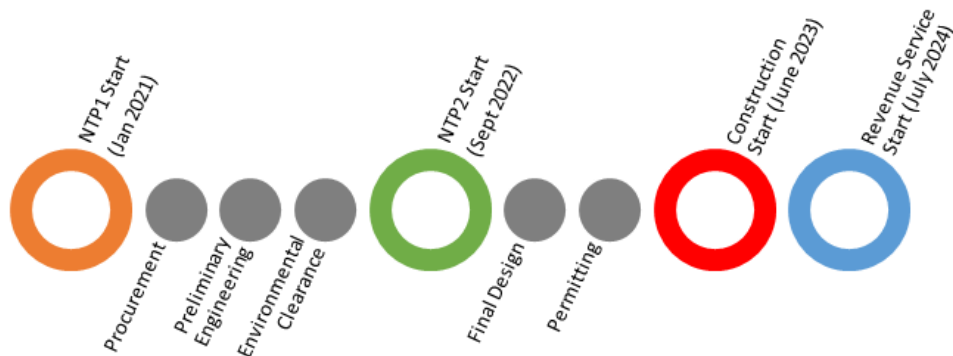
Page 2

with a transitional operations period of at least one year provided by the DB team. Using this model, SBCTA would enter into a pre-construction contract with up to two DB team(s), and each team would advance the design of the Project to a point where a proposal, including a guaranteed maximum price and schedule, would be submitted.

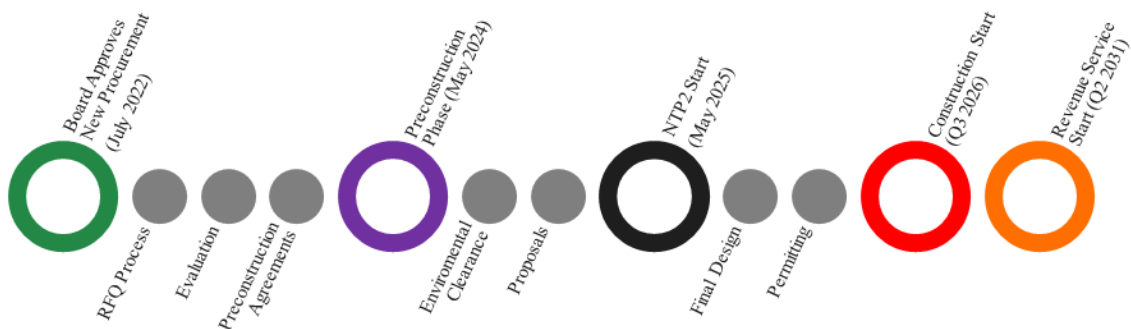
In response to significant industry outreach with construction firms interested in the Project, in September 2022, the Board authorized releasing a RFQ for a DB Contractor and a separate RFQ for a Technology Provider for the Project. As a result, in November 2022, SBCTA issued RFQ No. 23-1002878 soliciting Statements of Qualifications from qualified Operating System Providers (OSP). Separately, RFQ 23-1002870 was released in November 2022 to shortlist DB team(s) to construct the Project.

SBCTA elected to advance the PCM contract through two Notices to Proceed (NTP). NTP 1 work was associated with supporting the original delivery and procurement process with a Developer, planning and environmental approval activities, grant requests, permitting, and establishment of the operating structure. A subsequent NTP 2 would be issued after environmental approvals had been obtained by the Developer and the project advanced into construction. At the time of award of the PCM contract, the Project schedule was assumed to have NTP 1 services conclude in September 2022, which would coincide with the issuance of NTP 2.

The original Project schedule is shown in Figure 1 with the revised schedule summarized in Figure 2 (below).



**Figure 1: Original Project Timeline**



**Figure 2: Revised Project Timeline**

Correspondingly, the PCM's NTP 1 schedule and scope of work has been revised to support the revised Project schedule and delivery approach. The new or revised scope of work includes:

1. Continuation of original PCM Scope of Work supporting PCM Services for the Project through May 2025.
2. Management of the DB team(s) through the pre-construction phase, including:
  - Project management of the pre-construction process, including stakeholder management, risk management, and general project coordination;
  - Technical design coordination workshops with the DB team(s);
  - Engineering and technical reviews of pre-construction phase deliverables from the DB team(s).
3. Procurement support for the DB construction contract, including:
  - Support of SBCTA Procurement and outside counsel on the development of the Request for Proposals;
  - Participation in commercial one-on-one discussions with the shortlisted DB team(s) during the pre-construction phase;
  - Supporting negotiations with the Preferred Proposer;
  - Support of SBCTA Procurement in other procurement activities.
4. Management of Project Stakeholders during pre-construction, including:
  - Updating cooperative agreements to reflect revised procurement and delivery approach;
  - Facilitating Stakeholder engagement with the DB team(s) through pre-construction.
5. Advance geotechnical investigations, including:
  - Performing an additional 10 geotechnical borings and associated laboratory testing;
  - Development of a Geotechnical Data Report and Geotechnical Baseline Report to be issued to and used by the DB team(s) during the pre-construction phase.
6. Support property acquisition (process consistent with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970).

Additionally, the original PCM contract contemplated that a co-located field office would be established by the DB contractor for use during the project. The new project delivery approach does not contemplate the DB contractor establishing a co-located field office until after award of the DB contract. Therefore, a project office is required during the pre-construction phase of the project to collaborate with the DB team(s). An allowance of \$300,000 is recommended to be added to the PCM contract to establish and maintain this project office for the one-year duration of the pre-construction phase.

As a result of the extended Project schedule and revised delivery approach, the PCM requires additional funding to complete the NTP 1 phase of the contract. Since the overall level of effort during the construction phase is not fully developed, rather than increasing the overall contract authority by the additional budget for NTP 1 that is needed to complete the environmental clearance and pre-construction phase, staff is recommending approval to increase NTP 1 by \$6,538,464, to be reallocated from the previously approved NTP 2 budget, which includes \$300,000 for the project office during pre-construction. As a result, PCM

## Board of Directors Agenda Item

May 1, 2024

Page 4

Contract No. 21-1002452 NTP 1 contract value will be revised for a not-to-exceed amount of \$17,621,085 and the total authorized contract value will remain at \$28,947,939. A contract amendment that increases the overall contract authority and budget under NTP 2 will be needed at a future date and is anticipated to be brought back to the Board for approval once the environmental clearance phase is completed, pre-construction phase work is completed, and a DB contract is awarded.

Additionally, staff is recommending approval of a contingency for a not-to-exceed amount of \$885,000 for Contract No. 21-1002452, bringing the total authorized contingency to 10% of the contract, and authorize the Executive Director, or his designee, to release the contingency as necessary for the Project.

***Financial Impact:***

The Project is included in the proposed Budget for Fiscal Year 2024/2025 and funded with State Transit Assistance, in Program 30, Transit.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 11, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft amendment.

***Responsible Staff:***

Victor Lopez, Director of Transit & Rail Programs

---

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:



**General Contract Information**

Contract No: 21-1002452 Amendment No.: 2  
 Contract Class: Payable Department: Transit  
 Vendor No.: 01022 Vendor Name: HNTB Corporation  
 Description: Project/Construction Management Services for the Ontario International Airport Connector Project  
 List Any Related Contract Nos.: \_\_\_\_\_

Dollar Amount					
Original Contract	\$	26,940,428.00	Original Contingency	\$	907,511.0
Prior Amendments	\$	1,100,000.00	Prior Amendments	\$	-
Prior Contingency Released	\$	907,511.00	Prior Contingency Released (-)	\$	(907,511.0)
Current Amendment	\$	-	Current Amendment	\$	885,000.0
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>28,947,939.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>885,000.0</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>29,832,939.0</b>

**Contract Authorization**  
 Board of Directors                      Date: 05/01/2024 Board                      Item # 10552

**Contract Management (Internal Purposes Only)**  
 Other Contracts                      Sole Source? No No Budget Adjustment                       
 State                      Construction Management                      N/A                     

**Accounts Payable**  
 Estimated Start Date: 01/07/2021 Expiration Date: 12/31/2025 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A QMP/QAP: N/A Prevailing Wage: Yes

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:	Total Contingency:
GL: 1050	30	0315	0337	52005	42218001		STA Rail	\$ 28,947,939.00	\$ 885,000.00
GL: 1050	30	0315	0337	52005	42218001		STA Rail (TBD)	17,621,085.00	885,000.00
GL: -	-	-	-	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	-	-	-
GL: -	-	-	-	-	-	-	-	-	-

Victor Lopez Victor Lopez  
 Project Manager Task Manager

Additional Notes: \_\_\_\_\_

Attachment: 21-1002452 CSS Amendment 2 (10552 : Amendment No. 2 to Contract No. 21-1002452 with HNTB Corporation)



**AMENDMENT NO. 2 TO CONTRACT 21-1002452**

**FOR**

**PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT SERVICES FOR THE  
ONTARIO INTERNATIONAL AIRPORT CONNECTOR PROJECT  
(FORMERLY KNOWN AS THE EMERGING TECHNOLOGY TUNNEL  
TO ONTARIO INTERNATIONAL AIRPORT)**

**(HNTB CORPORATION)**

This AMENDMENT No. 2 to Contract No. 21-1002452 (“Amendment”) is made by and between San Bernardino County Transportation Authority (“SBCTA”) and HNTB Corporation (“CONSULTANT”). SBCTA and CONSULTANT are each a “Party” and collectively are “Parties” herein.

**RECITALS:**

- A. SBCTA, under Contract No. 21-1002452, engaged CONSULTANT to provide project management/construction management services for the Emerging Technology Tunnel to Ontario International Airport Project (“Contract”); and
- B. On July 12, 2022 SBCTA and CONSULTANT entered into Amendment No. 1 to Contract to increase the number of borings included in the scope of work for Additional Geotechnical Investigations; and
- C. SBCTA and CONSULTANT desire to amend the Contract to expand the scope of work as shown in Exhibit A.2, Scope of Work, attached hereto, and to increase the authorized budget under Notice to Proceed (NTP) 1 by \$6,538,464, as shown in Exhibit B.1., attached hereto.

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

- 1. The project shall now be known as the Ontario International Airport Connector Project.
- 2. **ARTICLE 3.10 “COMPENSATION”** is deleted and replaced in its entirety to read as follows:

The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed \$28,947,939.00; the amount payable for work authorized under Notice to Proceed 1 shall not exceed \$17,621,085.00.

- 3. The Scope of Work for Contract No. 21-1002452 (Exhibit "A") shall be amended to include the additional services described in Exhibit A.2 to this AMENDMENT No.2, which shall augment the original Scope of Work.
- 4. Exhibits A.2, Scope of Work, and B.1, Summary of Labor Hours and Fee, are attached hereto and incorporated herein.
- 5. The Recitals set forth above are incorporated herein by this reference.
- 6. Except as amended by this AMENDMENT No. 2, all other provisions of Contract No. 21-1002452 as previously amended shall remain in full force and effect.
- 7. This AMENDMENT No. 2 shall be effective upon execution by SBCTA.

**IN WITNESS WHEREOF**, the Parties have duly executed this AMENDMENT No. 2 below.

**HNTB CORPORATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

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

By: \_\_\_\_\_  
Dawn M. Rowe  
President, Board of Directors

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

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

**APPROVED AS TO FORM:**

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

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

**CONCURRENCE:**

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

Attachment: Contract No. 21-1002452 Amendment No. 2 (10552 : Amendment No. 2 to Contract No. 21-1002452 with HNTB Corporation)

## Exhibit A.2

# Additional Scope of Work

### K. Preconstruction Services

In coordination with the Stakeholders, Consultant shall provide preconstruction services to manage the design-build procurement activities of the Proposed Project. It is anticipated that the preconstruction phase will occur between May 2024 and conclude with the evaluation of the preconstruction contractor guaranteed maximum price (GMP) proposal in April 2025.

#### K.1 Project Management

In coordination with the Stakeholders, provide overall management of the Proposed Project preconstruction activities. Project Management responsibilities include:

- Represent SBCTA in all meetings and communications with the design-build teams through the preconstruction phase.
- Manage, administer, and organize the preconstruction phase with up to (2) design-build teams.
- Establish processes and procedures to ensure confidentiality of information shared to and from design-build teams during preconstruction.
- Update cooperative agreements with Project Stakeholders to reflect revised procurement & delivery approach. Support SBCTA in executing all cooperative agreements prior to conclusion of preconstruction phase.
- Plan, attend, and document all meetings necessary between up to (2) design-build teams and other Stakeholder agencies (i.e. Metrolink, Union Pacific Railroad, Caltrans, the Federal Aviation Administration (FAA), the Federal Transit Administration (FTA), Brightline West, the City of Rancho Cucamonga, the City of Ontario, other regional agencies, utilities, and municipalities).

#### K.2 Risk Management

- Facilitate (1) Risk Workshop with SBCTA and other Stakeholders during Preconstruction phase and provide corresponding update to the risk register.

#### K.3 Design Management

In coordination with the Stakeholders, Consultant shall oversee the design process by up to (2) design-build teams during the preconstruction phase. Design management activities include:

- Provide (2) Design Managers who will each serve as the single-point of contact for each design-build team during the preconstruction phase. Design Managers shall engage with other Consultant technical resources, as required, as part of the Owner Verification of other preconstruction deliverables and pre-proposal workshops.
- Coordinate with the (2) design-build teams on development of each team's Phase 1 Work Plan.

- Perform Owner Verification (OV) quality reviews of design-related submittals during preconstruction.
- Participate in pre-proposal workshops with up to (2) design-build teams throughout the preconstruction phase.
- Provide geotechnical investigation support services for the Project during preconstruction. Perform (10) additional geotechnical borings at locations determined by Consultant considering input from design-build teams during preconstruction. Perform corresponding laboratory testing on soil samples collected during borings. Prepare updates, as required, to Geotechnical Data Report (GDR) and Geotechnical Baseline Report (GBR).

#### **K.4 Contract Management & Contract Administration**

- Provide contracts management services for up to (2) pre-construction contracts throughout the preconstruction phase.
- Establish correspondence and communication procedures and protocols for use by the design-build teams during the preconstruction phase.
- Process design-build team correspondence in a timely manner.
- Review design-builder invoice for Stipend Payment and associated required deliverables by the design-build proposer who has not been selected as the Preferred Proposer.

#### **K.5 Procurement Support**

In coordination with the Stakeholders, provide procurement support for the Project. Procurement support activities include:

- Coordination with SBCTA legal counsel and SBCTA procurement on the execution of the preproposal works agreement with (2) design-build teams.
- Coordination with SBCTA legal counsel and SBCTA procurement on the development of a Request for Proposals (RFP) to solicit proposals from (2) shortlisted design-build teams.
- Coordination with SBCTA legal counsel and SBCTA procurement on revisions to the RFP documents as a result of one-on-one meetings and other coordination with design-build teams through the preconstruction phase.
- Coordination with and support of SBCTA legal counsel and SBCTA procurement on the evaluation of up to (2) design-build proposals at the conclusion of the preconstruction phase.
- Maintain a complete and accurate official procurement file for up to (2) design-build proposals.
- Assist in design-build contract negotiations with the Preferred Proposer.

#### **K.6 Document Controls Management / PMCS Development**

In coordination with the Stakeholders, provide, implement, and maintain a collaboration portal for use by SBCTA and the design-build teams during the preconstruction phase. Specific activities include:

- Development, implementation, and oversight of up to (2) PMCS portals to manage the preconstruction contractors documentation throughout the preconstruction phase. Scope includes but is not limited to secure folder structures, contract submittal workflow, and development and implementation of up to (2) Request For Information (RFI) processes.

- Development and ready for implementation a PMCS site for the selected design-build Contractor. The initial PMCS site will be foundational with minimal functionality with the full buildout being completed during the DB phase.

#### **K.7 Project Controls**

In coordination with the Stakeholders, provide overall Project Controls support to the Project during the preconstruction phase. Specific Project Controls activities include:

- Monitor schedule submittals and key milestones within the preconstruction contractors' scope and highlight any deviations from plan.

#### **K.8 Scheduling**

In coordination with the Stakeholders, provide construction schedule support to the Project during the preconstruction phase. Specific activities include:

- Participate in schedule workshops with up to (2) design-build teams during preconstruction phase.
- Review and comment on up to (2) Basis of Schedule Reports.
- Review and comment on up to (2) Phase 2 Construction Schedules.
- Analyze design-build proposer's schedules and assess impacts to overall program schedule.
- Support negotiations with Preferred Proposer.

#### **K.9 Cost Estimating**

In coordination with the Stakeholders, provide overall cost estimating support services during the preconstruction phase. Specific activities include:

- Develop an estimate development framework document for use by the design-build build team during the preconstruction phase. The document will include framework instructions and a Work Breakdown Structure (WBS) to ensure consistency of estimate reporting and presentation.
- Review and comment on up to (2) Pricing Development Methodology reports.
- Review and comment on up to (2) Project Cost Models.
- Review and comment on up to (2) Allowance and Escalation Regime Narrative reports.
- Development of up to (2) Independent Cost Estimates (ICE) based on preconstruction contractors material take-off's.
- Review of up to (2) preconstruction contractors Guaranteed Maximum Price (GMP) proposals.
- Revisions to ICE, as required, to support negotiations with Preferred Proposer.

#### **K.10 Facilities**

- Consultant to provide Project Office near Project site for coordination with design-build contractors, SBCTA, and the Stakeholders during the preconstruction phase. Project Office shall provide space for 20 staff with mix of cubicles and private offices and shall include one conference room.
- The Consultant shall be reimbursed for all direct costs associated with personal protective equipment, office supplies, printing, postage and project-specific management software required for the preconstruction phase.

SUMMARY - EXHIBIT B.1

Contract Amendment #2: Transfer of funds from NTP2 to NTP1

26-Mar-24

ATTACHMENT B-1 SUMMARY OF PCM LABOR HOURS & FEE (NTP2 to NTP1 Transfer)					
Item#	Activities	NTP1 Breakout			TOTAL Revised (Proposed) Contract Value
		Original Contract Value	Current Approved Contract Value	THIS Contract Amendment #2 Transfer. Funds from NTP2 to NTP1	
<b>NTP-1</b>					
A	Project Management	\$3,210,784	\$3,751,065	\$625,097	\$4,376,161
B	Design Management (Incl. Raise Grant Application)	\$2,765,164	\$3,546,844	\$991,178	\$4,538,022
C	Contract Management & Procurement	\$1,026,818	\$1,026,818	(\$76,826)	\$949,992
D	Project Controls	\$447,111	\$589,084	\$653,743	\$1,242,827
E	Construction Management	\$45,257	\$45,257	(\$233)	\$45,024
F	Establishment of Maintenance & Interim Operations	\$35,562	\$35,562	(\$35,562)	\$0
I	Project Background & History	\$0	\$106,000	(\$23,190)	\$82,810
J	Footprint Analysis	\$0	\$293,187	\$0	\$293,187
K	Pre-Construction	\$0	\$0	\$3,709,470	\$3,709,470
					\$0
<b>SUBTOTAL NTP1 &gt;&gt; Labor Fee</b>		<b>\$7,530,695</b>	<b>\$9,393,816</b>	<b>\$5,843,677</b>	<b>\$15,237,493</b>
	Fixed Fee @ 9.5%	\$715,416	\$817,701	\$629,861	\$1,447,562
<b>Total Fee NTP1 &gt;&gt;</b>		<b>\$8,246,111</b>	<b>\$10,211,516</b>	<b>\$6,473,539</b>	<b>\$16,685,055</b>
	<b>NTP1: Travel, Boarding, Lodging, Airfare, Local Mileage, Other Costs (Office Supplies, Vehicles, SBE, DBE Admin Fee)</b>	\$828,999	\$871,105	(\$235,075)	\$636,030
	<b>NTP1 - Field Office</b>			\$300,000	\$300,000
<b>NTP1 Value</b>		<b>\$9,075,110</b>	<b>\$11,082,621</b>	<b>\$6,538,464</b>	<b>\$17,621,085</b>
<b>NTP2 Value</b>		<b>\$17,865,318</b>	<b>\$17,865,318</b>	<b>(\$6,538,464)</b>	<b>\$11,326,854</b>
<b>Contract Value</b>		<b>\$26,940,428</b>	<b>\$28,947,939</b>	<b>\$0</b>	<b>\$28,947,939</b>

NOTES:

This current amendment ONLY reflects the baseline contract value at the time of award and additional amendments to date. For clarification, this amendment is not reflective of the PCM scope of work and cost in accordance with the overall Program level cost estimate that was submitted to SBCTA in August 2021.

- Amendment # 2 transfer of \$6,538,464 from NTP2 to NTP1 with a revised completion date for NTP1 to May 2025.
- Reflects changes described in the scope of work and Board agenda item details.
- Completion of NTP1 is preceded by two elements: 1. Environmental clearance, and 2. Award of the DB contract.
- The original contract value NTP2 represent period of 28 months from Sep 2022 to Dec 2024. The current approach adopted by SBCTA for awarding the DB Contract is Q2 2025 and completion of the project by Q2 2031. The fees for NTP2 noted above do not reflect this approach or timeframe.

Attachment: Contract No. 21-1002452-2 Exhibit B 1 Fee (10552 : Amendment No. 2 to Contract No. 21-1002452 with HNTB Corporation)

## *Minute Action*

AGENDA ITEM: 18

***Date:*** May 1, 2024

***Subject:***

Zero-Emission Multiple Unit Program Management Services Contract Task Order No. 7 Amendment to Contract No. 23-1002904 and West Valley Connector Program Management Services Contract Task Order No. 9 to Contract No. 22-1002744

***Recommendation:***

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

- A. Authorize the Executive Director, or his designee, to execute an amendment to Contract Task Order No. 7 for the Zero-Emission Multiple Unit (ZEMU) Program Management Services with Mott MacDonald Group Inc. (Contract No. 23-1002904) in an amount not-to-exceed \$2,500,000.
- B. Authorize the Executive Director, or his designee, to execute Contract Task Order No. 9 for West Valley Connector Program Management Services with WSP USA Inc. (Contract No. 22-1002744) in an amount not-to-exceed \$3,400,000.
- C. Authorize the Executive Director, or his designee, to execute amendments to CTO No. 7 over \$500,000, for the ZEMU Program Management Services, for a combined not-to-exceed CTO amount of \$3,500,000.
- D. Authorize the Executive Director, or his designee, to execute amendments to CTO No. 9 over \$500,000, West Valley Connector Program Management Services, for a combined not-to-exceed CTO amount of \$4,000,000.

***Background:***

In December 2013, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the award of Contract No. C14003/00-1000939 to Mott MacDonald Group Inc. (Mott), formerly Hatch Mott MacDonald, and Contract No. C14086/00-1000940 to WSP USA Inc. (WSP), formerly Parsons Brinckerhoff, for On-Call Transit and Rail Services and authorized a total not-to-exceed amount of \$20 million to be shared by both contracts through the contract task order process. Both contracts included a contract expiration date of December 31, 2018, and two one-year options to extend the term of the contract. The use of the on-call services under the contract task order approach has been successful with the staffing being provided, having become familiar with SBCTA processes and procedures, and gaining efficiencies over time. In April 2018, the SBCTA Board approved a time extension of the existing contracts to December 31, 2022, to better align with the existing major projects being delivered.

In September 2021, the Board approved a contract extension to the on-call services and increased the combined not-to-exceed amount to \$33,350,000. On January 31, 2022, WSP's Contract No. 00-1000940 was extended to June 30, 2025 to complete Contract Task Order (CTO) No. 71 for West Valley Connector (WVC) Program Management Services. Similarly, Mott's Contract No. 00-1000939 was extended to June 30, 2025, for CTO No. 64 Zero-Emission Multiple Unit (ZEMU) Program Management Services on March 9, 2022. All CTOs under the on-call services contract expired on December 31, 2022.

On December 7, 2022, the Board approved the award for On-Call Transit and Rail Services Contracts, which included WSP's Contract No. 22-1002744 and Mott's Contract

*Entity: San Bernardino County Transportation Authority*



## Board of Directors Agenda Item

May 1, 2024

Page 2

No. 23-1002904. With the upcoming CTO amendments for the Program Management Services to support the WVC and ZEMU projects to completion, staff determined it would be easier to complete the projects under the new on-call services contract and allow CTOs No. 71 and No. 64 to be completely depleted, then subsequently close out the old on-call contracts.

In April 2019, CTO No. 64 was issued to Mott under SBCTA's on-call Contract No. C14003/00-1000939 for Transit and Rail On-Call Services in accordance with current SBCTA policies and procedures for Consultant Services to provide Program Management Services for the ZEMU Project Phase 1 Planning and Program Management in an amount not-to-exceed \$687,176.

Subsequently, CTO No. 64 Amendment No. 01 was issued in January 2020 in a not-to-exceed amount of \$100,000 to ensure there was enough funding to complete the planning phase of the project. In April 2020, CTO No. 64 Amendment No. 02 was issued to ensure the transitioning of work from Phase 1-Planning and Program Management to Phase 2-Engineering and Program Management in a not-to-exceed amount of \$2,361,634, bringing the CTO total not-to-exceed amount of \$3,148,810.

Staff anticipated CTO No. 64 would be amended after the alternative propulsion system was determined. Therefore, staff has requested additional funding be allocated to CTO No. 64 to support the remaining anticipated work to complete the final Phase 3 of the ZEMU Arrow Maintenance Facility (AMF) Retrofit Design, Project Implementation, and Program Management. The on-call services supporting the final design and delivery of the AMF is anticipated to take approximately three and a half years. Therefore, staff previously requested that the remaining contract authority for CTO No. 64 be extended to June 30, 2025.

In November 2022, CTO No. 64 Amendment No. 03 increased the not-to-exceed amount to \$6,338,399. As the ZEMU project progressed, the level of effort to complete the various ZEMU procurements has increased and additional project management support is necessary to complete and deliver the ZEMU project. For instance, the procurement of the hydrogen fueling station at the AMF has proven to be challenging and has gone through numerous solicitations and approaches. The team continues to work with hydrogen providers and system builders to ensure fueling is available when the ZEMU arrives in San Bernardino. The remaining CTO No. 64 project budget is anticipated to be expended prior to the overall project completion.

CTO No. 07 was issued on February 5, 2024 as continuance of CTO No. 64, which was issued under a prior on-call contract. CTO No. 07, which was issued under the On-Call Transit Contract No. 23-1002904 in the amount of \$500,000, will allow the continuation of support services while the ZEMU vehicle goes through the critical period of getting Federal Rail Administration (FRA) approval to use hydrogen as an alternative fuel and preparation to test on the Arrow corridor. With the level of effort needed to prepare all FRA required reports and plans, procurement, design, permitting support for the hydrogen fueling station, testing in San Bernardino, and pre-revenue service tasks, staff determined that the additional effort needed to get the project through closeout necessitates an amendment to CTO No. 07 of \$2,500,000. The CTO rates and scope are going through final negotiations, but the amendment amount is below the Independent Cost Estimate. Additionally, the on-call contract has a remaining contract authority of approximately \$17,285,000. However, per Contracting and Procurement Policy No. 11000, any CTOs or CTO amendments over \$500,000 require Board approval and staff requests that the Board authorize the Executive Director, or his designee, to execute amendments over \$500,000, for a total CTO No. 07 not-to-exceed amount of \$3,500,000. CTO No. 07 will be funded with a mixture of previously allocated State Transit Assistance funds, Transit and Intercity Rail Capital Program (TIRCP) grant funds, and TIRCP Senate Bill 125 funds.

San Bernardino County Transportation Authority

Board of Directors Agenda Item

May 1, 2024

Page 3

**While staff awaits the Board’s approval of the larger amendment, an increase of the CTO amount by \$250,000 is necessary in order for Mott MacDonald to add Soteria to the contract to complete vehicle safety certification and employ a vehicle testing advisor to assist with FRA revenue service requirements.**

In September 2020, CTO No. 71 was issued to WSP under SBCTA On-Call Bench Contract No. C14086/00-1000940 for Transit and Rail On-Call Services in accordance with current SBCTA policies and procedures for Consultant Services to provide Program Management Services for the WVC Project in an amount not-to-exceed \$2,971,274.

WSP’s original proposal amount was \$5,298,032 to complete the overall project but due to remaining contract authority under the on-call contracts and to better define the scope for later phases, CTO No. 71 was issued in an amount not-to-exceed \$2,971,274 which only included funds for the design and right-of-way phase of the project.

In September 2021, the Board approved a contract extension to Contract No. C14086/00-1000940, extending the contract to June 30, 2025, increased the total on-call contract authority, and authorized the Executive Director, or his designee to execute a CTO amendment with WSP for the WVC Project in an amount not-to-exceed \$3,400,000. The amendment amount reflects the current level of effort estimated to complete the project and the latest project delivery schedule at the time. Since the issuance of the CTO No. 71 amendment, construction start was delayed by approximately two-years with a current completion date of June 2026. This delay requires additional consultant support, including additional support for right-of-way coordination, city coordination, and stakeholder management. Due to the increase in schedule and additional effort to complete the project, staff requests approval of CTO No. 09 under WSP Contract No. 22-1002744 in the amount of \$3,400,000. The CTO rates and scope are going through final negotiations, but the amendment amount is below the Independent Cost Estimate. Additionally, staff recommends that the Board authorize the Executive Director, or his designee, to execute CTO amendments over \$500,000, for a total not-to-exceed amount of \$4,000,000. CTO No. 09 will be funded with a mixture of previously allocated Measure I Valley Fund – Rapid Transit Services and local project funds to be reimbursed by Omnitrans.

***Financial Impact:***

The Projects are included in the adopted Budget for Fiscal Year 2023/2024 and funded with Valley State Transit Assistance – Population Share, Transit and Intercity Rail Capital Program, and Transit and Intercity Rail Capital Program Senate Bill 125 funds for ZEMU, and Measure I Valley - Rapid Transit Services and local project funds for West Valley Connector in Program 30, Transit.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 11, 2024. Additional background information was added since Committee to apprise the Board of an amendment to CTO No. 7 in the amount of \$250,000, issued by the Executive Director, while staff awaits approval of this item. SBCTA Procurement Manager has reviewed this item and the Contract Task Orders.

***Responsible Staff:***

Joy Buenaflor, Deputy Director of Transit & Rail Programs

Board of Directors Agenda Item  
May 1, 2024  
Page 4

---

Approved  
Board of Directors  
Date: May 1, 2024  
Witnessed By:

San Bernardino County Transportation Authority



## Contract Task Order (CTO)

Except as otherwise expressly provided herein, Consultant hereby agrees to perform the work described below in accordance with all of the terms and conditions of the Master Contract referenced below. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Contract Task Order (CTO) as described below.

**Consultant Name:** Mott MacDonald Group Inc.      **Contract No.** 23-1002904  
**CTO No.:** 07      **Amendment No.:** 1  
**Period of Performance:** CTO NTP Start Date      **CTO Completion Date:** 12/31/2026  
**Scope of Work Description:** ZEMU Project Management Services (see attached)

**CTO Pricing - Cost Proposal Submitted:**

Exhibit B Fee Schedule (to be attached)

**Lump Sum**   

**Time and Material**   

Original CTO Not to Exceed Amount:	\$	<u>500,000</u>
Cumulative Amount of All Prior Amendments:	\$	<u>                    </u>
Current Amendment Not to Exceed Amount:	\$	<u>2,500,000</u>
Revised CTO Total Amount (Amount Includes All Amendments):	\$	<u>3,000,000</u>

**Funding Code for this CTO:**

2565.30.0315.0336.52005.42206502 – TIRCP PS&E  
 2750.30.0315.0336.52005.42217801 – TIRCP Senate Bill 125  
 1050.30.0315.0336.52005.42218001 – STA Funds

Sub-Consultants/Contractors:	DBE	Amount	Cumulative Amount
		\$	\$
		\$	\$
		\$	\$

**Consultant hereby acknowledges receipt and acceptance of the Contract Task Order by signing below.**

**San Bernardino County Transportation Authority**

Ernest A. Figueroa Personnel Authorized to Sign		Raymond Wolfe Executive Director
--	--	-------------------------------------

Authorized Personnel Signature	Date	Executive Director Signature	Date
--------------------------------	------	------------------------------	------

**Contract Expires:** 12/31/27

**Available Authority:** \$19,285,000

**Remaining Authority After this CTO** \$17,285,000

Attachment: 23-1002904 CTO #7 ZEMU Continuation On-Call Transit CTO (10550 : WVC and ZEMU PMC CTOs)



## SCOPE OF WORK

### **SBCTA – ZEMU Phase 3 (Continued) – AMF Retrofit Design Services During Construction, Project Implementation, and Program Management**

The scope of this Amendment No. 1 to Contract Task Order (CTO) 7 is to provide continued support to the testing, commissioning and implementation of a zero emissions multiple unit (ZEMU) rail vehicle and supporting infrastructure on the Arrow corridor in San Bernardino County. This Amendment is associated with continued support during Phase 3 (Implementation Phase) of the ZEMU Project. A high-level schedule associated with Phase 3 can be referred to in Appendix A.

The scope of services for Phase 3 support was initially defined in CTO 64, Amendment 3 (dated 11/01/2022) and includes the Arrow Maintenance Facility (AMF) Retrofit Design and overall project implementation, as well as program management support. Amendment 3 has a completion date of 06/30/2025. SBCTA and Consultant have entered into a new Contract and have since executed CTO 7, for continuance of work as CTO 64, which funds were expended. Amendment No. 1 is the level of effort needed to provide project support, including closeout. This Amendment No. 1 will provide additional budget necessary to continue to support the Phase 3 scope of work through the anticipated project completion date of 06/30/2026, as well as clearly define additional tasks necessary to support the testing, commissioning and implementation of the vehicle and infrastructure. Amendment No. 1 scope will generally consist of:

- Design support during construction (DSDC) of the AMF hydrogen fuel upgrade project (AMF Retrofit)
- Technical advisory and permitting support during the design, testing, manufacturing and implementation of the hydrogen fueling facility (HFS) at the AMF
- Oversight of the delivery, testing and commissioning of the ZEMU vehicle in Pueblo, Colorado and San Bernardino County, California
- Continued support of the Federal Railroad Administration (FRA) regulatory approval process for the ZEMU vehicle
- Support of ZEMU operations, maintenance and safety implementation
- Program management support including oversight of SBCTA's construction manager, third party coordination, stakeholder engagement, as well as extension of SBCTA staff to support internal SBCTA processes



The overall intent of this phase is to continue to support the vehicle supplier, Stadler, in the delivery of a hydrogen hybrid ZEMU and future contractors in the delivery of the necessary supporting infrastructure (including fueling, storage and the AMF retrofit) and safety requirements.

The general tasks for Phase 3 will include:

- Task 1.0: Project Management, Meetings and Coordination with SBCTA
- Task 2.0: Phase 3 Project Implementation Schedule
- Task 3.0: Grant Administration completed (not included in this amendment)
- Task 4.0: Environmental Clearance Completed (not included in this amendment)
- Task 5.0: System Safety, Hazards, and Risk Oversight
- Task 6.0: Regulatory Approval Support
- Task 7.0: Stadler Vehicle Delivery, Testing and Commissioning Oversight
- Task 8.0: AMF DSDC, Hydrogen Fueling Station (HFS) & Third-Party Approval/Coordination
- Task 9.0: ZEMU Operations, Maintenance and Safety Implementation
- Task 10.0: Public Outreach Program

### **GENERAL DESCRIPTION OF SERVICES**

The San Bernardino County Transportation Authority (SBCTA) is expanding their rail network in the San Bernardino Valley and seeking to improve greenhouse gas (GHG) emissions and other air pollutants on their systems by converting the current Diesel Multiple Unit (DMU) rail vehicles to zero or low emissions. In early 2018, SBCTA applied and was awarded Transit and Intercity Rail Capital Program (TIRCP) funds to complete research and development of ZEMU rail vehicles with the intent to operate a zero or low emissions service. TIRCP funding was awarded to advance the pilot project, procure the ZEMU vehicle, and eventually implement a single ZEMU vehicle into Arrow service operations by 2024. On July 2019, SBCTA Board approved Hydrogen Fuel Cell Hybrid as the preferred method of propulsion for the ZEMU vehicle.

The goal of the delivery phase (Phase 3) has been and will continue to be, to support the DSDC and delivery of the AMF retrofit, delivery of the hydrogen fueling and storage infrastructure and safety elements/testing, and delivery and regulatory approval of the ZEMU vehicle. More detailed information on the proposed scope of work is outlined in the Detailed Scope of Services Section of this Amendment.



## **DETAILED SCOPE OF SERVICES**

### **1.0 Project/Program Management, Meetings and Coordination with SBCTA**

#### **1.1 Project Management**

This task includes management and administration activities that will be provided by the Consultant consistent with the technical scope of services and with the requirements of SBCTA. Project Management includes the management and leadership effort required to successfully guide the multi-disciplined team through the scope of services. Project Management also includes meeting the requirements of the approved quality assurance and quality control (QA/QC) process to ensure that deliverables are produced to the appropriate standard of care in terms of correctness, timeliness and appropriateness of the information contained in each deliverable item. Elements of Project Management include management and coordination with project stakeholders including SBCTA, Southern California Regional Rail Authority (SCRRA), Federal Railroad Administration (FRA), Caltrans, CalSTA and Stadler, including various cities along the Arrow corridor; administration; reporting; quality control (QC); safety; cost estimating (review bids, change orders, etc.); and cost/schedule monitoring and control. The Consultant team's Project Manager (PM) will generally be the single point of contact with SBCTA in regard to task administration and will be responsible for all aspects of the project, including quality and the delivery of the project milestones within schedule and budget.

#### **1.2 Program Management**

This task includes management and administration activities that will be performed by the Consultant to assist SBCTA in managing all aspects of the project, including management of the Construction Management firm and invoice review for Stadler, CPM Partners, Inc. and SCRRA. This task also includes utilization of certain Consultant staff as extension of SBCTA staff to work within SBCTA systems.

#### **1.3 Project Administration**

Consultant will perform administrative functions associated with the on-going management of the contract task order as it relates to the work herein. Activities include but are not limited to routine contract administration, developing invoices, setting up meetings, preparing meeting agendas, taking and distributing meeting minutes, developing and tracking action items, scheduling activities, document control, reproducing and distributing deliverables, monitoring budget and closing out task orders, among other activities.





#### 1.4 Project Controls

Consultant will monitor and report budget, schedule and technical performance. Consultant shall prepare and distribute monthly project status reports.

#### 1.5 Quality Assurance

Consultant will define planned and systematic actions that provide adequate confidence to Consultant management and its client that an activity or service consistently fulfills the requirements for its intended purpose and the quality standards of SBCTA. Quality review shall be provided to ensure adequacy of reports and deliverables consistent with professional formats.

#### 1.6 Cost Estimate Updates

Consultant to review contractor bids and prepare independent cost estimates (ICE) in support of the construction contract as needed.

#### 1.7 Project Meetings

Consultant to attend weekly telephone or in-person ZEMU Status meetings with SBCTA to review project status, ongoing actions, risk to consultant schedule/scope and any other ongoing issues that need to be resolved.

At the direction of SBCTA, consultant will represent SBCTA at meetings involving third parties, key stakeholders, regulatory agencies, Stadler (ZEMU vehicle supplier), potential vendors and suppliers for hydrogen and hydrogen infrastructure/equipment. Consultant will provide agendas and records of meetings as required.

#### 1.8 Project Closeout

This task includes management and administration activities that will be provided by the Consultant to assist SBCTA in closing out the Project, including:

- Transfer of Mott MacDonald and Stadler deliverables to SBCTA and relevant stakeholders
- Coordination with Stakeholders, as necessary
- Other activities related to Project transfer to SCRRA
- Assist SBCTA with closeout of agreements with Stakeholders
- Assist SBCTA in closing out funding agreements as necessary



**Assumptions:**

- The Mott MacDonald scope of work will extend through June 30, 2026 and will align with the Stadler vehicle testing and implementation process (including initial revenue service), HFS procurement and implementation, AMF Retrofit construction and closeout.

**2.0 Task 2.0: Project Schedule**

Consultant to update Project/Program schedule on a monthly basis, which includes key milestone dates related to the following elements: Construction schedule for the AMF Retrofit, Electrical Equipment Procurement, Southern California Edison (SCE) power upgrades, ZEMU test status, FRA Regulatory Engagement and HFS.

**Deliverables:**

- Monthly Update to overall Program Delivery Schedule

**3.0 Task 3.0: Grant Administration**

Not used in Phase 3 – Grant Administration task completed in Phase 3

**4.0 Task 4.0 Environmental Process**

Not used in Phase 3 – Environmental clearance completed in Phase 2

**5.0 Task 5.0 System Safety, Hazards and Risk Oversight**

Support development and finalization of ZEMU vehicle-related technical risk assessment and risk register as part of the overall project risk and issues registers, which also includes the following activities:

- Vehicle Executive Safety Summary preparation and coordination
- Vehicle Hazard Record discussions with Stakeholders and associated documentation
- AMF Hazard Record discussions with Stakeholders and associated documentation



**Deliverables:**

- AMF Retrofit Safety Planning Document and Hazard Record (per Hydrogen Safety Panel guidance)
- Review and provide comments related to Stadler’s updates to vehicle risk and issues registers

**6.0 Task 6.0: Regulatory and Third-Party Approval Support**

**6.1 FRA Approval Support**

In coordination with Stadler, Consultant will continue to provide support associated with the FRA regulatory process. The team will provide oversight of Stadler in the production of the necessary documents and justification to obtain a Letter of Concurrence to test the vehicle on the RPRP corridor, as well as a Letter of Concurrence for the ZEMU vehicle revenue service. Consultant will continue discussions with the FRA via the Technical Advisory Group (TAG) Meetings as well as travel as necessary to the Quarterly meetings. Consultant will also serve as the liaison between FRA and other relevant stakeholders, including SCRRA.

Consultant will assist SCRRA in the production and submittal of the ZEMU-related documentation required by FRA associated with the New Starts Matrix, including the CFR 238.111b Test Plan.

Consultant will update the Program Schedule related to FRA engagement for eventual implementation of the project in the RPRP Corridor. The schedule developed will include key milestone dates (e.g., reviews, concurrence, etc.).

Consultant will serve as a liaison between SBCTA and FRA with regard to the ZEMU testing effort.

Consultant shall prepare or update the following reports to incorporate the ZEMU vehicle for testing and revenue service:

- Safety and Security Certification Verification Report (SSCVR)
- Safety and Security Certification Program Plan (SSCPP)
- Operating Hazard Analysis (OHA)
- System Safety Program Plan (SSPP)
- Passenger Train Emergency Preparedness Plan (PTEPP)



### Deliverables:

- Prepare and package relevant documentation to SBCTA for submission to FRA related to obtaining the Letter of Concurrence for Hydrogen as Alternative Fuel
- Prepare and package relevant documentation to SBCTA for submission to FRA related to obtaining the Letter of Concurrence for Revenue Service
- Prepare presentation materials and/or present to FRA, as requested by SBCTA
- Prepare System Safety and Security Certification Verification Report (SSCVR) to include the ZEMU vehicle
- Update the current Safety and Security Certification Program Plan (SSCPP) to include the ZEMU vehicle
- Operating Hazard Analysis (OHA) to include the ZEMU
- Provide proposed edits to the System Safety Program Plan (SSPP)
- Provide proposed edits to the Passenger Train Emergency Preparedness Plan (PTEPP)

## 7.0 **Task 7: Stadler Vehicle Delivery, Testing and Commissioning Oversight**

### 7.1 **Stadler Support**

Consultant Team to continue to complete the following as a part of this task:

- Conduct regular periodic (assume bi-weekly) commercial vehicle status meetings with Stadler commercial management staff. Meetings will be via conference call, except one face-to-face meeting per quarter or as mutually agreed if necessary.
- Conduct regular periodic (assume bi-weekly) technical vehicle status meetings with Stadler technical staff. Meetings will be via conference call, except one face-to-face meeting per quarter or as mutually agreed if necessary.
- Review and report on Stadler's project progress and schedule adherence
- Work with Stadler to close out open items related to Final Design Review (FDR)
- Review and comment on all applicable technical contract deliverables (CDRLs) under the ZEMU vehicle contract and specification.



- Review and provide concurrence related to technical deviations and change requests
- Engagement during and witnessing of vehicle testing and reporting to FRA in Pueblo, CO
- Witnessing of testing and inspections of key components and deliverables
- Full-time witnessing of testing and inspections of key components and deliverables in San Bernardino, CA from
- Participation in testing working groups and daily status meetings as necessary during testing
- Oversight of ZEMU vehicle validation and commissioning process in San Bernardino (including initial revenue service), as applicable

**Deliverables:**

- Review and comment on Stadler’s monthly project update reports and bi-weekly periodic status meetings
- Review open comments from Final design package submissions
- Provide draft letters/review comments for Stadler submissions
- Preparation of change order documents, as needed
- Periodic reports related to testing and commissioning
- Reports of independent assessment or analysis, as required. For example, technology supplier risk evaluation, operations, maintenance or fueling interface assessments, training and documentation reviews, etc.

**Assumption:**

Testing in San Bernardino between 4-6 months

**8.0 Task 8: AMF Design Services During Construction, HFS & Third-Party Approval/Coordination**



### 8.1 Maintenance Building Renovations

Consultant to support SBCTA and their construction management team through the delivery of the AMF Retrofit project. This includes Design Services During Construction: submittal reviews, Request for Information (RFI) responses, necessary design changes, etc. Consultant to obtain approval of any revisions to the PS&E package as required by the City.

### 8.2 DMU Support

Consultant to support SBCTA as needed regarding overlap related to DMU/ZEMU (Storage unit exhibit/paving, fire truck egress analysis, etc.)

### 8.3 Electrical Equipment Procurement

Consultant to continue to support SBCTA and their construction management team through the delivery and commissioning of the electrical equipment to be delivered on site in support of the AMF Retrofit construction. Consultant to monitor equipment delivery schedule and provide technical support as needed.

### 8.4 Hydrogen Fueling

Consultant to support SBCTA and their construction management team through the delivery of the hydrogen fueling project. This coordination will be especially important as it relates to the interfaces between the existing vehicle manufacturer, Stadler, and future fueling contractor. Activities may include:

- Review of Contractor submittals/design reviews
- Site visits, as needed
- Coordination with Stadler
- Permitting support, as required - apply for and obtain relevant permits from applicable governmental agencies.
- Review of Contractor HAZOP/Safety Plan
- Review of Contractor testing and operations plan
- Review of fueling protocols and operations plan
- Facilitate reviews by the Hydrogen Safety Panel
- Prepare plans needed to support the temporary fueling facility



## Assumptions and Exclusions

- Consultant assumes that the Fueling Contractor for the permanent fueling system will provide layout drawings and supporting/relevant information needed to obtain permits

### 8.5 Design Services During Construction

Consultant to support SBCTA and their construction management team through the delivery of the AMF Retrofit project. Activities include:

- Respond to RFI's
- Review submittals from the AMF Retrofit Contractor
- Attend coordination meetings as necessary
- Coordinate with third parties and other stakeholders as necessary

### 8.6 Utilities & Third-Party Coordination

Consultant will coordinate with various utilities, agencies and governmental entities as required to support the construction management team with AMF Construction, including Southern California Edison (SCE), SCRRA, City of San Bernardino and San Bernardino County Fire Department. Activities may include, but are not limited to the following:

- Coordination with SCE to facilitate an upgrade to existing power infrastructure at the facility to meet the needs of the AMF Retrofit and HFS
- Coordination with the City of San Bernardino as necessary
- Coordination with the San Bernardino County Fire Department to support the AMF construction as well as the HFS

### Deliverables:

- Plan revision submittals to City of San Bernardino, as required.
- Third Party Coordination strategy for engagement with key stakeholders
- Third Party Coordination Records (Agenda, Minutes)





## 9.0 ZEMU Operations, Maintenance and Safety Implementation

### 9.1 Review of RPRP Operating and Maintenance Plans in conjunction with Task 6.1

Consultant will assist SCRRA in identifying modifications specific to the ZEMU vehicle that should be implemented into their operations, maintenance and emergency plans, specifically the required CFR 239 (Emergency Preparedness Plan) and CFR 270 (System Safety Plan) plans. Consultant to coordinate with necessary stakeholders, including SCRRA to identify key areas of concern, risk and potential mitigations, as well as:

- Provide relevant information, including proposed hazard mitigations, to SCRRA to allow revisions of procedures and documentation to support the implementation of hydrogen/batteries
- Provide support as needed to assist SCRRA in reviewing and revising the Emergency Preparedness Plan and the System Safety Plan

Consultant will also assist SCRRA in organizing first responder trainings and review training materials as requested by SBCTA.

#### Assumptions and Exclusions

- SCRRA has the responsibility for the Emergency Preparedness Plan and System Safety Plan updates. Consultant will provide relevant information to add the ZEMU vehicle to the SCRRA/Metrolink System
- Consultant will prepare edits to SCRRA operations, maintenance, safety and security documents as applicable;
- Consultant assumes that standard operations and maintenance plans/procedures for the AMF will be developed by the maintenance contractor and coordinated with SCRRA
- Consultant assumes first responder training and operations and maintenance training will be facilitated by others with Consultant supporting the effort
- Consultant assumes first responder training and operations and maintenance training materials will be produced and provided by others



## 9.2 DMU/ZEMU Maintenance Scope of Work

Consultant to continue to coordinate with SBCTA and SCRRA to develop a Scope of Work for the upcoming Stadler maintenance contract with SCRRA.

### Deliverables:

- DMU and ZEMU Maintenance Scope of Work Document
- DMU and ZEMU Maintenance Scope of Work Comment Tracker

## 10.0 Task 10: Public Outreach Program Support

Consultant to review SBCTA's public outreach materials for accuracy related to the technical aspects of the Project as requested by SBCTA.

Consultant may also attend community engagement events, support with project-related presentations and attend meetings with targeted stakeholders, as required.

### Assumptions and Exclusions

- Consultant assumes that SBCTA and their outreach consultant will be responsible for managing the public outreach scope and schedule
- Consultant assumes the SBCTA's public outreach consultant will be responsible for providing public outreach materials as well as printing, public noticing, translation services and distribution of materials

END OF SCOPE DOCUMENT



## Contract Task Order (CTO)

Except as otherwise expressly provided herein, Consultant hereby agrees to perform the work described below in accordance with all of the terms and conditions of the Master Contract referenced below. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Contract Task Order (CTO) as described below.

**Consultant Name:** WSP USA Inc. **Contract No.** 22-1002744

**CTO No.:** 09 **Amendment No.:** \_\_\_\_\_

**Period of Performance:** CTO NTP Start Date **CTO Completion Date:** 12/31/2026

**West Valley Connector Project Management Consultant (PMC)**

**Scope of Work Description:** Support Services - (see attached)

**CTO Pricing - Cost Proposal Submitted:**

Exhibit B Fee Schedule (to be attached)

**Lump Sum**

**Time and Material**

Original CTO Not to Exceed Amount: \$ 3,400,000

Cumulative Amount of All Prior Amendments: \$ \_\_\_\_\_

Current Amendment Not to Exceed Amount: \$ \_\_\_\_\_

Revised CTO Total Amount (Amount Includes All Amendments): \$ 3,400,000

**Funding Code for this CTO:**

6010.30.0315.0334.52005.42909014 – Federal Land Proceeds 80%

6010.30.0315.0334.52005.42909015 – Local Land Proceeds 20%

4160.30.0315.0334.52005.41100000 – MSI BRT

Sub-Consultants/Contractors:	DBE	Amount	Cumulative Amount
		\$	\$
		\$	\$
		\$	\$
<b>Consultant hereby acknowledges receipt and acceptance of the Contract Task Order by signing below.</b>		<b>San Bernardino County Transportation Authority</b>	

Victor J. Martinez

Raymond W. Wolfe

Personnel Authorized to Sign

Executive Director

Authorized Personnel Signature \_\_\_\_\_ Date \_\_\_\_\_

Executive Director Signature \_\_\_\_\_ Date \_\_\_\_\_

**Contract Expires:** 12/31/27

**Available Authority:** \$17,285,000

**Remaining Authority After this CTO** \$14,785,000

Attachment: 22-1002744 CTO #9 WVC PMC On-Call Transit CTO (10550 : WVC and ZEMU PMC CTOs)

## **TASK ORDER TITLE: West Valley Connector Phase I Project Program Management Services**

### **I. PROJECT DESCRIPTION**

The West Valley Connector Phase I Project is a 19 miles-long transit improvement project that will connect the cities of Pomona, Montclair, Ontario and Rancho Cucamonga. The project includes 33 station platforms at 21 locations/major intersections and associated improvements, spaced 0.5 to 1 mile apart to facilitate higher operating speeds. Approximately 3.5 miles of exclusive lanes are proposed in the City of Ontario, which would include Transit Signal Priority (TSP) and other transportation systems management improvements, such as queue jump lanes, will be included. Implementation of the project is expected to increase transit usage, reduce traffic congestion and automobile vehicle miles traveled, and improve regional air quality. Improvements to an existing West Valley Maintenance Facility (WVMF) are needed to support charging of the new fleet of battery-electric buses (BEBs) being procured for the Project. Both the BEBs and WVMF improvements are procured by Omnitrans as separate contracts and are part of the West Valley Connector Phase 1 Project.

### **II. EXPECTED RESULTS**

This scope of work for this task order is to provide continuation of Program Management Services for the design and construction of the West Valley Connector Phase 1 Project ("Project"). WSP USA ("Consultant"), under contract with San Bernardino County Transportation Authority (SBCTA), will continue to provide program management services for this project, including the following items of work as more fully described in Section III:

- Project Management
- Project Administration
- Project Information and Development of Plans
- Quality Management Program
- Public Outreach Support
- Risk Management
- Agency Agreements and Stakeholder Coordination
- Utility Coordination and Oversight
- Design Management
- Design Support
- Safety and Security Management
- Environmental & Permits
- ROW Services
- Contracts Management
- Contract Administration
- Document Controls Management
- Project Controls Management
- Cost Engineering

- Scheduling
- Cost Estimating
- Construction Management Oversight
- Vehicle Procurement Assistance
- Project Close-out

### III. SCOPE OF WORK

The scope of work will be organized by major activity task anticipated for these services. The work effort associated with each task is described in the table below. The services in this task order are assumed to be completed by December 31, 2026.

Task	Assumed Level of Effort
1.1 Project Management	0.5 FTE
1.2 Project Administration	80 hours per month
1.3 Not Used	-
1.4 Public Outreach Support	6 hours per month
1.5 Agency Agreements and Stakeholder Coordination	12 hours per month
2.1 Design Management	0.125 FTE
2.2 Design Support	0.125 FTE
2.3 Not Used	-
2.4 Safety and Security Management	16 hours per month
2.5 Environmental & Permits	6 hours per month
2.6 ROW Services	24 hours per month
2.7 Utility Coordination and Oversight	24 hours per month
3.1 Contracts Management	12 hours per month
3.2 Contract Administration	16 hours per month
3.3 Not Used	-
3.4 Document Controls Management	8 hours per month
4.1 Project Controls Management	0.25 FTE
4.2 Cost Engineering	12 hours per month
4.3 Scheduling	0.125 FTE
4.4 Cost Estimating	6 hours per month
4.5 Risk Management	0.125 FTE
4.6 Not Used	-
5.0 Construction Management Oversight	0.75 FTE
6.0 Vehicle Procurement Assistance	160 hours
7.0 Project Closeout	360 hours

Attachment: CTO 09 Scope of Work (WSP) 03112024 (10550 : WVC and ZEMU PMC CTOs)

## Task 1.0 Project Management

Consultant will provide overall management of Project activities and support for agency agreements, procurements and negotiations, contract awards and contract management, project controls, right-of-way (ROW) engineering and acquisition, utility relocation, final design, construction, environmental permitting, safety, quality, public outreach, and other Project activities. These Project management responsibilities include overseeing the activities of the designer, construction management team, vehicle procurement, environmental mitigation, agency coordination, and other contracts further defined in this scope of work.

### Subtask 1.1 Project Management

Under SBCTA's direction, Consultant will perform the following tasks:

- Represent SBCTA and be the contact for coordination and communication between SBCTA and other consultant teams. Consultant will be the primary point of contact with SBCTA on all Project and contract-related matters;
- Plan and conduct meetings, cooperate and coordinate with stakeholder agencies including the various Cities along the corridor, Omnitrans, FTA, regional agencies and utilities. Prepare meeting minutes for meetings not managed by the design consultant or construction management firm;
- Prepare committee and board agenda items and all supporting documents that may include detailed analyses, graphs and charts, Power Point presentation, graphics, and impacts to the Project funding and schedule.
- Coordinate and oversee Project activities and deliverables performed by other consultant teams, and other contractors associated with the Project;
- Cooperate and coordinate with other SBCTA departments, consultants, advisors, and contractors to achieve completion of Project development activities; and
- Develop, monitor compliance, and maintain a commitment register and log based on the commitments and obligations with Cities, Federal, State, other Local agencies and Private Entity requirements contained in the environmental document and all applicable agreements.

### Subtask 1.2 Project Administration

Consultant will provide administrative personnel and perform general office management and administration for the duration of the contract term. Administrative responsibilities include:

- Schedule meetings; prepare meeting agendas, minutes, and action items; provide Project standards and templates for Project communications; institute specific Project initiatives;
- Provide document control services throughout the Project duration. Develop and maintain a document control system acceptable to SBCTA and in compliance with SBCTA document control policies. Document control will be applied to all aspects of the Project including design, vehicle procurement, other procurements, fund administration, construction, start-up, and closeout. The documents include but are not limited to:
  - Design: Procurements, contracts, amendments, progress reports, invoices, percent complete, design documents, specifications, and estimates;

- Construction: Procurements, contracts, amendments, final change orders, invoices with completed payment applications, and labor compliance. The Construction Management firm is anticipated to provide document control for detailed items such as change notices, RFIs, permits, non-compliance issues, daily work reports, construction meeting minutes, payment applications, and labor compliance;
- Third-Parties: Meeting minutes, agreements, supporting documents, payment of fees, permits;
- Start-up and Safety documentation;
- Environmental Permits and their associated requirements.

### **Subtask 1.3      Not Used**

### **Subtask 1.4      Public Outreach**

Consultant will support SBCTA and its public outreach consultant in providing up-to-date and accurate information regarding ROW acquisition activities and construction phasing. Consultant will provide support in responding to public questions and concerns regarding impacts on local access, street and lane closures, construction noise, dust control, or other issues affecting local communities and traveling public.

#### **Deliverables:**

- Exhibits and presentation materials

### **Subtask 1.5      Agency Agreements and Stakeholder Coordination**

Under SBCTA's direction, Consultant will coordinate with stakeholder agencies in support of Project scope and schedules. Additionally, Consultant will work to identify opportunities for the timely delivery of the Project, particularly in consideration of the commitments and obligations associated with any agreements between SBCTA and the respective agencies and stakeholders.

## **Task 2.0          Design Management**

Consultant will provide day-to-day management of design review, and oversight activities for the Project, including coordinating with stakeholders and affected agencies on technical issues relating to utilities, ROW acquisition, third-party coordination, and environmental mitigation.

Consultant will provide professional management of all aspects of the design review, and oversight activities for the Project, including:

- Signal priority coordination
- Local access management – permanent and during construction
- Pedestrian/bicycle access to stations
- Utility coordination
- ROW coordination with property owners
- Environmental compliance and permitting support
- Safety and Security Support



### Subtask 2.1 Design Management

- Monitor compliance and take corrective actions to submittal procedures, cycles, and review time frames for the processing, review, and approval of all submittals.
- Represent SBCTA, in coordination with various project stakeholders on all engineering issues to facilitate Project approvals. Facilitate other agency reviews/approvals of all Project submittals, as required.
- Perform quality reviews of the design submittals for conformance with the approved Design Quality Management Plan. Perform quality reviews of the submittals prior to initiating technical reviews to ensure submittals are fully complete, certified, and prepared for reviews by the various project stakeholders.
- Regularly coordinate and communicate with SBCTA on status and progress of design reviews and oversight of design submittals. Identify any technical issues with proposed solutions and make recommendations to resolve to SBCTA, including necessary actions to implement proposed solution(s).
- Hold bi-monthly meetings with SBCTA, SBCTA's consultant, and affected agencies to monitor the progress of the project. Consultant would develop meeting agendas, conduct the meetings, and prepare meeting summaries.

#### Deliverables:

- Review Comment forms, meeting agenda and minutes.

### Subtask 2.2 Not Used

### Subtask 2.3 Not Used

### Subtask 2.4 Safety and Security Management

Consultant will facilitate Safety and Security Committee (SSC) meetings to discuss and provide updates and presentations. Consultant will provide the SSC with the pertinent information to make safety and security decision regarding safety/security for the project..

#### Deliverables:

- SSC meeting attendance, presentations as required, assumes 12 meetings a year.

Consultant will review the existing SSMP and update as necessary for the construction and pre-revenue phases. Consultant will review and update the SSCP, as required.

#### Deliverables:

- Review and update of Safety and Security Management Plan (SSMP) (1 review), as needed.
- Final Updated Safety and Security Management Plan.
- Review and Update of the Safety and Security Certification Plan (SSCP) (1 review), as needed.
- Final Updated Safety and Security Certification Plan.

The PHA was developed during the design phase and has been integrated into the design certification checklist. Consultant will review the PHA to ensure that the hazards haven't changed.

Consultant will develop an Operational Hazard Analysis (OHA) to ensure that operating hazards are captured and coordinated with the PHA. The OHA activities will include an OHA workshop with Preliminary Hazard Analysis (PHA) as part of a formalized process to identify, evaluate and control operational hazards.

The TVA was developed during design and has been integrated into the design certification checklist. Consultant will review the TVA to ensure that the hazards haven't changed.

**Deliverables:**

- Review of the Preliminary Hazard Analysis Report – Draft (1 review).
- Updated Preliminary Hazard Analysis Report – Final.
- Review of the Threat and Vulnerability Assessment Report – Draft (1 review).
- Updated Threat and Vulnerability Assessment Report – Final.

Consultant will assist in the implementation of the construction and pre-revenue Safety and Security Certification Plan (SSCP) by educating project staff and providing the required checklists, related to the mitigations identified through the PHA/TVA process, standards, regulations, and other sources, to enable the validation and verification of safety and security mitigation elements. The mitigation items will be entered into a database (MS Excel) to allow for auditing and tracking of required mitigations.

**Deliverables:**

- Integrated tests conformance checklist.

Construction Management Consultant will verify that the mitigations defined through the PHA, TVA and application of design standards, are incorporated into the constructed elements, and will collect objective evidence such as field test results, pictures, or other verification materials. Consultant will review and audit the construction certification packets prepared by Construction Management Consultant for conformance with the safety and security requirements set forth in the PHA, TVA and design criteria.

**Deliverables:**

- Verified construction conformance checklists and documentation.

Consultant will verify certification of the pre-revenue activities, including testing/commissioning, training, development or update of processes and procedures as part of the Safety and Security Certification activities. Consultant will confirm that the checklists of the pre-revenue activities include objective evidence to indicate their completion and project's readiness for operation.

Part of the pre-revenue activities include holding emergency drills and exercises to ensure first responders are prepared to respond to incidents. Typically, one table-top and one full-scale drill will be developed and held. It is anticipated that one of the drills will be related to a safety event, such as an accident scenario, and one drill will be related to a security event, such as an IED.

**Deliverables:**

- Verified pre-revenue conformance checklists and documentation.

- Table-Top Exercise including scenario development, facilitation, hot wash and after-action report.
- Full-scale exercise. Including scenario development, facilitation, hot wash, and after-action report.

Upon completion of the verification, Consultant will prepare Certificates of Conformance and the System Certificate for the Project. Consultant will build off the work done by Design and Construction Management Consultants and prepare a Safety and Security Certification Report for the Project for review and comment and finalize will the report once comments are received.

**Deliverables:**

- Certificates of Conformance for system elements at construction and the System prior to Revenue Service.
- Safety and Security Certification Verification Report Draft and Final.

**Subtask 2.5 Environmental & Permits**

**Assumptions:**

1. Technical studies, Draft and Final Environmental Document and final decision documents will be made available by SBCTA
2. Legal terminology and contractual commitments will be developed in coordination with SBCTA
3. Permit applications will be completed by others
4. Field environmental compliance monitoring to be performed by others

Consultant will assist SBCTA with incorporation of mitigation commitments and permit requirements into bid packages. In coordination with SBCTA's legal team, Consultant will assist in developing appropriate terminology and directives to ensure the contract language is clear and will facilitate the contractor's ability to appropriately scope and price the construction work.

Consultant will provide support in completing, obtaining and amending environmental permits as identified in the environmental document. Consultant will assist in identifying required permit modifications based on SBCTA-directed changes. Consultant will provide oversight of contractor's compliance with and maintenance of environmental permits required for construction. Consultant will coordinate with Project stakeholders in reviewing and commenting on environmental activities as they relate to agreements and permits.

Consultant will develop a compliance tracking and monitoring system for use in tracking commitments and compliance activities. As needed, Consultant will schedule and coordinate meetings to discuss permit requirements, environmental commitments, data needs for compliance tracking and non-compliance issues. Consultant will facilitate coordination among project stakeholders to ensure implementation of mitigation measures and to address regulatory agency concerns. Consultant will work with SBCTA to complete the Environmental Commitment Record for submittal to FTA.

Consultant will review final design for conformance with all certified environmental documents, permit applications and other environmental commitments. In cooperation with the Contractor and coordination with SBCTA, Consultant will evaluate project changes during construction to determine the need for environmental re-validations. Consultant will assist in developing the

appropriate scope for re-validations in coordination with SBCTA. Consultant will provide review of re-validations for compliance with applicable environmental requirements. Consultant will coordinate with Project stakeholders in reviewing and commenting on environmental activities as they relate to re-validations.

**Deliverables:**

- Summary of Project's environmental commitments including timing, responsibilities and performance measures
- Environmental compliance tracking system
- Final Environmental Compliance Record

**Subtask 2.6 ROW Services**

Under SBCTA's direction, Consultant will perform technical and administrative functions required to deliver the necessary ROW for the project. This includes management and coordination with SBCTA staff, the Design team, Construction Management team, Cities, Omnitrans, FTA, and SBCTA's on-call ROW consultants and on-call Legal Services firms. Consultant will manage the ROW acquisition program for the Project, including analyzing preliminary right-of-way requirements and environmental document, and developing a parcel delivery schedule that will maximize available work areas for the Contractor and facilitate completing the Project in a timely fashion according to the schedule. ROW services include the following functions:

- Provide oversight of all ROW services, including appraisals, property acquisition, relocation assistance, title and escrow, environmental investigations, property management, demolition services, and other procurements needed for the ROW acquisition phase of the Project;
- Review status of overall ROW project budget, and update Project Controls and SBCTA management team;
- Conduct regular coordination meetings with the on-call Right of Way consultants to ensure proper communication on matters involving status of acquisition and relocation cases, potential adjustments to right-of-way requirements, and to disseminate project information;
- Assess any proposed modifications or changes to the ROW proposed by other consultants and provide investigations and analyses;
- Provide oversight of ROW acquisition and relocation services for compliance with Federal, State, and Local laws and regulations, and in support of the Project's schedule, as needed;
- Coordinate with the Cities on the vacation of appropriate street ROW and transfer of ROW acquired for the Project;
- Perform necessary Project close-out activities, in coordination with FTA, including ROW transfer from SBCTA to the various agencies, and work with SBCTA to determine the excess land disposition process; and
- Provide appropriate progress/status reports, and schedule and attend meetings, as necessary, to support ROW acquisition, relocation, and close-out processes, and coordinate with SBCTA's Consultant and Contractor teams.

### Subtask 2.7 Utility Coordination and Oversight

Under SBCTA's direction, Consultant will coordinate utility work affected by the Project. In order to accommodate and facilitate the Project schedule, Utility coordination activities may include, but are not limited, to the following:

- Meet with utility companies and other entities to determine their design and construction requirements related to the relocation, protection, and abandonment of utilities required to accommodate the Project, and to establish any potential ROW impacts for utility relocations, including guy poles, supports, easement requirements, etc.;
- Monitor utility relocation work progress and meet regularly with SBCTA's selected construction contractor, utility agencies, Cities, and other stakeholder agencies to coordinate and schedule required utility relocation work. (SBCTA's CM Consultant will oversee utility relocation construction efforts.);
- Coordinate interaction and correspondence with utility owners, including but not limited to, preparation of proper notices (i.e., Notice to Owners), notice to utility owners required to commence their (utility owner) design, procurement and relocation activities, as necessary;
- Review and comment, as appropriate, on utility owner designs for inclusion into final design documents, and review documents for proper inclusion of the utility owner designs;
- Confirm that the utility agency has necessary permits and ROW clearances to allow relocation work to proceed;
- Oversee coordination between SBCTA's Contractor and the utility agencies' construction and relocation work, address any issues, and confirm identification, protection, adjustment, removal or relocation of the subject utility in compliance with State and Federal laws and regulations, standards, and agreements; and
- Oversee and coordinate final documentation and completion of utility owner relocation work.

### Task 3.0 Contracts Management and Procurement Services

All work under this task will be performed in a manner consistent with SBCTA policies and procedures, including SBCTA's Policy 11000 – Contracting and Procurement Policy, and the Project Management Plan for the Project ("PMP"), as well as applicable state and federal requirements (i.e., the "Project requirements").

#### Subtask 3.1 Contracts Management

The scope of contract management services includes identification and allocation of staffing resources to accomplish specific contract administration tasks, integration and coordination with Project Staff on contract matters, attendance at meetings to coordinate contract management-related activities and deliverables with the various consultant/contractor teams and stakeholder entities associated with the Project, and identification of contract compliance issues for the various contracts, analyses of these issues, and provision of recommendations to resolve the issues for SBCTA approval. In addition, this task will include the following activities:

- Provide the systems and tools appropriate to track, monitor, document, and report on contracts compliance and timing of actions, recommendations, and approvals;
- Coordinate and manage additional SBCTA contracts in connection with environmental mitigation and other contracts related to Project development, design, construction, operations and maintenance as appropriate;
- Coordinate, monitor and manage contract compliance between SBCTA and Consultant, providing communications and correspondence in addressing clarifications and amendments. Monitor compliance with Federal, State, and other funding partners including:
  - Provide regular updates to audited overhead rates as requested by SBCTA, including those of Consultant and Subconsultants; and
  - Demonstrate compliance with Consultant's contract commercial requirements, including invoicing content and format, allowable compensation, schedule adherence, insurance coverage requirements, etc., through submitted documentation.
- Schedule, coordinate, and attend meetings to support all Project-related contract administration activities, including, where appropriate, providing agenda, meeting minutes, and action item listings;

**Deliverables:**

- Develop/Update Project-level procurement/contract administration procedures manual ("Contracts Manual"); and
- Develop "desktop guidance" for Consultant staff, CM Consultant staff and others, as applicable, to facilitate management of contractors, etc., consistent with the Contracts Manual.

**Subtask 3.2 Contract Administration**

Provide contracts administration services to monitor performance by the various consultants to the requirements of their respective contracts. This includes all aspects of the contract, labor compliance, administration of change management processes, and claims support on behalf of SBCTA. This task will include the following activities:

- Monitor and document compliance to the Project requirements and procedures and protocols developed for this purpose;
- Process correspondence according to guidance in the Contracts Manual in a timely manner to support SBCTA and stakeholder agency approvals;
- Review invoices of directly-administered contracts for compliance with contract requirements, including:
  - Review progress reports, schedules and budgets.
  - Identify areas of concern and resolve with others, in consultation with SBCTA.
  - Identify the amount of the final invoice payment due to various consultants upon review.
- Prepare contract amendments and assist SBCTA in the resolution of any claims, consistent with the PMP and the Contracts Manual. Task includes negotiating amendments and process for approval by SBCTA and other stakeholder agencies, including Cities and FTA, as appropriate;



**Deliverables:**

- Develop Project correspondence and communication procedures and protocols consistent with the requirements of the various contracts;
- Prepare final Project accounting and closeout reports of all reporting and document control systems. Organize all pertinent data, purge all files, and send to document control; and
- Provide reporting tools and logs to properly track and monitor potential contract amendments and identify trends and measure cost and schedule impacts.

**Subtask 3.3 Not Used****Subtask 3.4 Document Controls Management**

- Provide, implement and maintain a SBCTA-Consultant document collaboration portal for all Project communications;
- Oversee integration of this electronic document collaboration portal, including administration, with the various consultant/contractor document control systems once identified;
- Provide ongoing document management and control of all project correspondence and deliverables. Integrate the consultants/contractors and SBCTA document management procedures and tools in support of transmittal, submittal processing, and approval requirements. Maintain the tools, filing, storage, and retention of Project documentation following project document control system. Consultant shall assist and support SBCTA and other Project Team staff with the proper authorizations and instructions for use of the system to facilitate the effective document management throughout completion of the Project. Document Control associated with the Construction contracts will be implemented by Construction Management Consultant.

**Task 4.0 Project Controls**

Consultant will provide Project controls management, administration, and oversight services related to the cost, scheduling, estimating, and document management requirements for the Project, including the necessary plans, procedures, tools, processes, and tasks for ongoing planning, budgeting, and control of the Project. The specific Project controls activities planned include the following:

**Subtask 4.1 Project Controls Management**

- Provide review and management of the budget, cost engineering, scheduling, estimating, and document controls processes and procedures. Review the monthly invoices for the Project to maintain conformance with the Work Breakdown Structure (WBS) cost structure;
- Provide monthly trend registers, cost, and schedule reports on Project performance in conjunction with the Project reporting requirements. Reporting will be provided, in an agreed-upon format, on activities with stakeholder and third-party agencies. Provide any other necessary documentation deemed required to support Project performance monitoring;



- Update and document changes in the Project processes and procedures as provided for in the PMP and submit, as necessary, for reviews and approvals by SBCTA, Cities, Omnitrans, and FTA;
- Perform periodic reviews and analyses of the Project cost performance, as appropriate, to determine trends that may result in potential change orders, amendments and claim situations, and document such analyses and monitor trends; and
- Monitor and report, as necessary, SBCTA program costs that are external to Consultant contract. This will include costs associated with the Project that are incurred through other agreements, in accordance with State, Federal, Local requirements, or as otherwise defined under the Consultant contract.

#### **Subtask 4.2 Cost Engineering**

- Consultant will review monthly invoices for contract services associated with the Project with adequate budget allocation for actual costs incurred; check for compliance with contract compensation requirements; monitor charges to established WBS codes to support cost control and reporting; verify appropriateness of charges; and respond to SBCTA questions or comments on invoicing;
- Consultant will develop budgeting for work tasks for Project activities; assign tasks against the WBS; monitor labor charges and expenses for validity and proper coding; and provide progress and reporting support;
- Consultant will utilize EcoSys system already deployed by SBCTA where appropriate to develop and manage the project cost data (Budget, Expenditures, Forecast, etc.).

#### **Deliverables:**

- Project definition report (Baseline Scope)
- Project budget by WBS and Fiscal Year
- Monthly detailed analysis report on the project invoices

#### **Subtask 4.3 Scheduling**

- Consultant will prepare and maintain an overall Project schedule and coordinate with all Project disciplines to schedule updates and provide monthly reporting to SBCTA, including identification and analysis of resource constraints and requirements, as appropriate, and any constraints to costs and cash flow;
- Consultant will develop and maintain Project Master Schedule in P6. Provide updates as part of the monthly report. The Master Schedule will be the primary tool used to determine if the project is complying with the Project Management Plan and identifying elements which are trending away from the plan. Key critical path activities will be identified and monitored closely, including but not limited to:
  - Significant Risk Registry factors;
  - Procurements;
  - Vehicle production, delivery, testing, and start-up;
  - Safety;
  - Regulatory Compliance; and
  - Third-party agreements and activities.

- Consultant will provide schedule analyses, as required, to address schedule issues and concerns resulting from Project activities, either of SBCTA, other consultant/contractor teams, or other project stakeholders recommending recovery actions, including resource and cash flow requirements;
- Consultant will review the design and construction schedule to monitor compliance with their contracts, and incorporate their schedules into the master program schedule, and provide analysis and document all schedule changes and their impacts to the baseline schedule;
- Consultant will participate in scheduling meetings to coordinate respective schedules, identify areas of schedule concern, monitor schedule performance, and track schedule alignment of weekly schedules to Project schedules;

**Deliverables:**

- Project Baseline Master Schedule
- Monthly Program Master Schedule Updates

**Subtask 4.4 Cost Estimating**

- Consultant will review the current project cost estimate and budget, including the provision for contingencies and escalations. The cost estimate and budget shall be updated monthly as new information is developed by other consultants, changes to the budget will be tracked as variances, and SBCTA will be notified on a prompt and regular basis. Any change or variance from the Project budget will be submitted to SBCTA for approval;
- Consultant will provide review and analyses of potential amendments and change orders submitted for the Project, including presentation of cost and schedule impacts, solutions to mitigate impacts, and recommendations to SBCTA and other stakeholder agencies for approval;
- Consultant will provide estimating support, as necessary, to review and analyze changes and value engineering proposals, and provide recommendations to SBCTA;
- Cost estimates will be developed by Design and Construction Management consultants.

**Subtask 4.5 Risk Management**

Consultant will coordinate, collaborate with existing team members and review existing risk registers and risk assessment information. In coordination with the final design consultant and stakeholders, Consultant will perform ongoing risk identification and management activities, through risk workshops or meetings. The ongoing risk workshops will embed continuous monitoring of the risk registers and tracking of the mitigation actions ensuring a proactive program risk management approach.

Consultant will provide quarterly risk reporting, detail updates of the risk register, any new risks identified, and mitigation strategies and actions as may be requested by SBCTA to support requests of the Cities, Omnitrans, FTA, or others. Consultant will also undertake Quantitative Risk Assessment (QRA) using Monte-Carlo simulation to understand and predict the impact of risks and uncertainty on the Project's cost and schedule to inform the contingencies and the likelihood of project completion on schedule and within budget.

**Deliverables:**

- Develop/Update the Risk Management Plan
- Update Project Risk Registers
- Develop detailed mitigation plan and strategy for top risks

**Subtask 4.6 Project Information and Development of Plans**

- Consultant will obtain and review all available Project information, including preliminary engineering, Project reports/briefs, presentations, plans, cost estimates, environmental documents, environmental technical studies, advance planning studies, cooperative agreements and other Project information provided by SBCTA, Cities, Omnitrans, and others.
- In conjunction with SBCTA staff and its advisors, Consultant will develop and update the Project Management Plan (PMP) per FTA guidelines.
- In conjunction with SBCTA staff and its advisors, Consultant will develop the required reporting updates and deliverables to FTA, Omnitrans or other funding partners.
- Develop a monthly report in a form acceptable to SBCTA. The monthly report will include, but is not limited to, status of major contracts, scope, schedule, and budget updates.
- Identify the requirements to effectively close out the various contracts, including submittals of all record drawings, specifications, documentation of substantial and final completion, records of final acceptance by all stakeholders, applications, data, submittals, and completion of all reports in compliance with SBCTA, FTA, Omnitrans, and other funding partners. Task includes the resolution of all outstanding contractual issues, warranties and guarantees, lien releases, labor compliance, claims and final payments.

**Deliverables:**

- Program Management Plan per FTA guidelines
- Reporting updates to funding partners (FTA, Omnitrans, others)

**Task 5.0 Construction Management Oversight**

- Consultant will support SBCTA in the procurement and oversight of a Construction Management consultant.
- Consultant will organize constructability reviews of design documents and coordinate constructability issues with design consultant, including:
  - review of clarity and completeness of drawings, technical specifications, and all contractual components that may affect the delivery of the Project
  - an evaluation of the reasonableness of construction techniques and sequencing
  - maintenance of vehicular traffic
  - alternative construction methods
  - minimization of temporary construction easements
  - construction sequencing and scheduling
  - construction staging and laydown areas
  - environmental compliance, and
  - bidding conflicts with other projects from other agencies.
- Consultant will coordinate with various consultant teams to assemble responses to bid questions and prepare addenda as necessary.

- Consultant will coordinate with various consultant teams to assemble all conformed drawings, bid, and contract documents prepared by the design consultants and distribute as necessary.
- Consultant will perform audits of SBCTA's CM Consultant, ensuring they are appropriately fulfilling their responsibilities, including enforcing compliance by the contractors to meet the Mitigation, Monitoring, and Reporting Program, and maintaining red-line drawings of changes made in the field to the contract drawings.
- Consultant will gather the necessary documents from SBCTA's consultants and contractors, third-parties, and other entities during the implementation of the project to assemble the final construction records for the project.

### **Task 6.0 Vehicle Procurement Assistance**

Consultant will assist SBCTA and Omnitrans with the acquisition, manufacturing QA/QC, and acceptance testing of revenue vehicles for the Project. Consultant will also assist SBCTA and Omnitrans in managing the vehicle procurement contract. Other vehicle procurement tasks include:

- Coordinate with the various team members and assure that the Intelligent Transportation System incorporated in the design plans is compatible with the vehicle design and that each vehicle accommodates the necessary hardware and software to operate as an integrated system.
- Prepare a Vehicle Testing Program to assure that the platform-Vehicle interaction is ADA compliant.

**Deliverables:**

- Vehicle testing plan for ADA compliance

### **Task 7.0 Project Closeout**

Consultant will assist SBCTA and Omnitrans with closing out the Project, including preparing and submitting required documentation to meet grant agreements requirements, transfer Project files to SBCTA, and other closeout activities necessary.

### **Task 99 ODC**

This task will cover the cost of travel, printing, and other direct costs to the project.

#### IV. STAFFING PLAN

The Consultant had identified the following staff to deliver the scope of services described herein:

Task	Key Staff
1.1 Project Management	Vladimir Kanevskiy
1.2 Project Administration	Cynthia Cavazos
1.4 Public Outreach Support	Vladimir Kanevskiy
1.5 Agency Agreements and Stakeholder Coordination	Sam Spencer
2.1 Design Management	George Harvilla
2.2 Design Support	George Harvilla
2.4 Safety and Security Management	Alexandr Ubiadas
2.5 Environmental & Permits	Stephanie Whitmore
2.6 ROW Services	Ramie Davit (Monument)
2.7 Utility Coordination and Oversight	Curtis Bibolet (Monument)
3.1 Contracts Management	George Harvilla, Alex McDonnell, Ramie Davit
3.2 Contract Administration	Stacy Taylor
3.4 Document Controls Management	Sharon Henderson
4.1 Project Controls Management	Kris Kim
4.2 Cost Engineering	Stacy Taylor
4.3 Scheduling	Steve Reed
4.4 Cost Estimating	Tim Curtin
4.5 Risk Management	Kris Kim
4.6 Project Information and Development of Plans	Vladimir Kanevskiy
5.0 Construction Management Oversight	Alex McDonnell
6.0 Vehicle Procurement Assistance	Cliff Henke

#### V. MATERIALS TO BE PROVIDED BY SBCTA AND/OR THE LOCAL AGENCY

None.

#### VI. SPECIAL CONDITIONS

The Consultant will provide program management services described above to SBCTA with a level of effort not to exceed the extent budgeted in Attachment B.

## *Minute Action*

AGENDA ITEM: 19

***Date:*** May 1, 2024

***Subject:***

Transit and Rail On-Call Right-of-Way Services Contract Amendments

***Recommendation:***

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

- A. Approve Amendment No. 3 to Contract No. 18-1001924 with Epic Land Solutions, Inc. for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs increasing the contract amount in accordance with Recommendation E.
- B. Approve Amendment No. 3 to Contract No. 19-1002007 with Bender Rosenthal, Inc. for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation E.
- C. Approve Amendment No. 3 to Contract No. 19-1002008 with Overland, Pacific & Cutler, LLC for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation E.
- D. Approve Amendment No. 3 to Contract No. 19-1002009 with Paragon Partners Consultants, Inc. for On-Call Right-of-Way Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation E.
- E. Approve a total not-to-exceed amount of \$2,000,000.00 for Epic Land Solutions, Inc. (No. 18-1001924), Bender Rosenthal, Inc. (No. 19-1002007), Overland, Pacific & Cutler, LLC (No. 19-1002008), and Paragon Partners Consultants, Inc. (No. 19-1002009), increasing the total Contract authority to be shared among these contracts from \$7,500,000 to \$9,500,000, to be funded with Federal Transit Administration 5309 - American Rescue Plan Stimulus funds.

***Background:***

In May 2019, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the award of On-Call Right-of-Way (ROW) contracts to four firms to support current and future ROW services for the Transit and Rail projects and programs. The Board also authorized a total not-to-exceed contract authority of \$5,500,000 between the four on-call firms.

Work under the various on-call contracts are issued on a Contract Task Order (CTO) basis and according to SBCTA's On-Call CTO policies and procedures. It was originally anticipated that the majority of work under the CTO-based contracts would be to support the West Valley Connector (WVC) Project. On January 6, 2021, the Board approved proceeding with voluntary acquisitions of property necessary for the WVC project and authorized the Executive Director, or his designee, to execute CTOs over \$500,000 to the on-call firms, as required for the WVC acquisitions, for a combined not-to-exceed amount of \$5,500,000. On January 4, 2023, the Board approved an increase of \$2,000,000 to the not-to-exceed amount, increasing the total contract authority to \$7,500,000. There have been eight CTOs issued to the various on-call firms for a combined amount of \$7,499,373.47, with remaining authority of just \$626.53.

The WVC Project is currently under construction, and the various on-call firms have helped SBCTA secure all permanent acquisitions as well as the various temporary construction

*Entity: San Bernardino County Transportation Authority*

easements needed for construction. Although the number of acquisitions required for the project has not significantly increased, the level of demolition efforts for the various full acquisitions has been higher than originally anticipated. Services that are needed for the next phases of the project include, but are not limited to, building demolition support services, close-out of temporary construction easements, transfer of public easements to the cities, and support for the sale of excess land. Based on the remaining ROW activities, staff is recommending approval to increase the combined contract authority for the four bench contracts by \$2,000,000, using previously authorized project funds, for a total not-to-exceed amount of \$9,500,000.

**Financial Impact:**

West Valley Connector Project is included in the adopted Budget for Fiscal Year 2023/2024 and funded in total with Local Projects, Federal Transit Administration - 5309 funds, and Federal Transit Administration – 5309 American Rescue Plan Stimulus funds in Program 30, Transit.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 11, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft amendments.

**Responsible Staff:**

Joy Buenaflor, Deputy Director of Transit & Rail Programs

---

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:



**General Contract Information**

Contract No: 18-1001924 Amendment No.: 3  
 Contract Class: Payable Department: Transit  
 Vendor No.: 02727 Vendor Name: Epic Land Solutions, Inc.  
 Description: 19-1002007 Bender Rosenthal, 19-1002008 Overland Pacific & Cutler & 19-0002009 Paragon Partners Consultants

Dollar Amount					
Original Contract	\$	1,375,000.00	Original Contingency	\$	-
Prior Amendments	\$	621,056.11	Prior Amendments	\$	-
Current Amendment	\$	500,000.00	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>2,496,056.11</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>2,496,056.11</b>

**Contract Authorization**

Board of Directors Date: 05/01/2024 Board Item # 10549

**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: 05/01/2019 Expiration Date: 06/30/2026 Revised Expiration Date: \_\_\_\_\_

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

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL	6010	30	0315	0334	52001	42909014	Federal Land Sales	1,517,466.49	-
GL	6010	30	0315	0334	52001	42909015	Local Land Sales	379,366.62	-
GL	2130	30	0315	0334	52001	42107027	FTA ARP Stimulus	99,223.00	-
GL	2130	30	0315	0334	52001	42107027	FTA ARP Stimulus	500,000.00	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Joy Buenaflor Victor Lopez  
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:

Attachment: Contract 18-1001924 Amendment No. 3 Revised CSS (10549 : Transit and Rail On-Call Right-of-Way Services Contract

**AMENDMENT NO. 3 TO CONTRACT NO. 18-1001924**

**FOR**

**ON-CALL RIGHT-OF-WAY**

**EPIC LAND SOLUTIONS, INC.**

This AMENDMENT No. 3 to Contract No.18-1001924 (“Contract”) is made and entered into by and between San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street,, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Epic Land Solutions, Inc., (“CONSULTANT”), whose address is 1971 W 190<sup>th</sup> Street, Suite 200, Torrance, California 90504. SBCTA and CONSULTANT are each a "Party" and collectively "Parties”.

RECITALS:

- A. On August 22, 2019, SBCTA and CONSULTANT entered into Contract No. 18-1001924 for On-Call Right-of-Way services; and
- B. On April 21, 2022, the Parties amended the Contract (Amendment No. 1) to exercise SBCTA’s option to extend the Contract for the first one-year option term through May 1, 2023; and
- C. On January 26, 2023, the Parties amended the Contract (Amendment No. 2) to add additional funding in the amount of \$2,000,000.00, increasing the total contract amount to a not-to-exceed amount of Seven Million Five Hundred Thousand (\$7,500,000.00), and to extend the Contract period of performance through June 30, 2026, with two optional one-year extensions; and
- D. The Parties desire to amend the Contract to add additional funding in the amount of \$2,000,000 increasing the total contract amount to an not-to-exceed amount Nine Million Five Hundred Thousand (\$9,500,000.00).

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

1. ARTICLE 4.16 COMPENSATION is deleted and replaced in its entirety to read as follows:

“The total amount payable by SBCTA for all Contract Task Orders resulting from the following Contracts--Epic Land Solutions, LLC (18-1001924), Bender, Rosenthal Inc. (19-1002007), Overland, Pacific & Cutler, LLC (19-1002008), and Paragon Partners Consultants, Inc. (19-1002009)--shall not exceed \$9,500,000. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Contract through Contract Task Orders.”

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

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

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

**EPIC LAND SOLUTIONS, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Karen Starr  
President

By: \_\_\_\_\_  
Dawn M. Rowe  
Board President

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

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

**APPROVED AS TO FORM:**

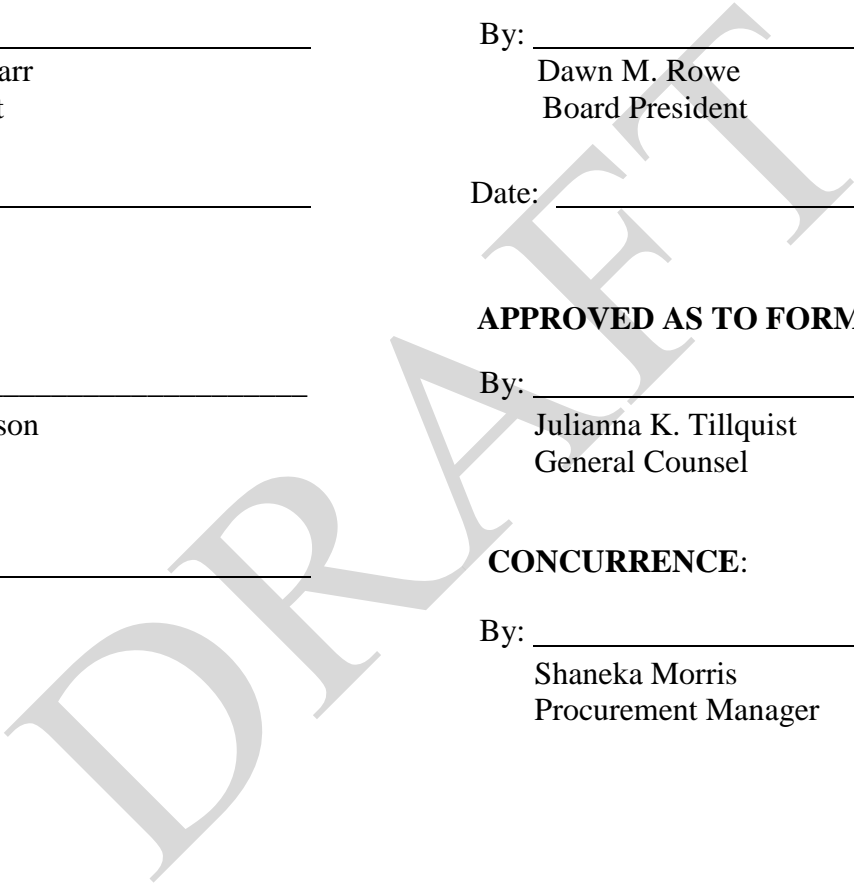
By: \_\_\_\_\_  
Jane Johnson  
Secretary

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

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

**CONCURRENCE:**

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



**General Contract Information**

Contract No: 19-1002007 Amendment No.: 3  
 Contract Class: Payable Department: Transit  
 Vendor No.: 03228 Vendor Name: Bender Rosenthal, Inc.  
 Description: 18-1001924 Epic Land Solutions, 19-1002008 Overland Pacific & Cutler & 19-0002009 Paragon Partners Consultants

**Dollar Amount**

Original Contract	\$	1,375,000.00	Original Contingency	\$	-
Prior Amendments	\$	(509,621.95)	Prior Amendments	\$	-
Current Amendment	\$	500,000.00	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>1,365,378.05</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>1,365,378.05</b>

**Contract Authorization**

Board of Directors Date: 05/01/2024 Board Item # 10549

**Contract Management (Internal Purposes Only)**

Other Contracts \_\_\_\_\_ Sole Source? No Administrative Budget Adjustment \_\_\_\_\_  
 Federal/Local \_\_\_\_\_ Professional Services (Non-A&E) \_\_\_\_\_

**Accounts Payable**

Estimated Start Date: 05/01/2019 Expiration Date: 06/30/2026 Revised Expiration Date: \_\_\_\_\_

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

								Total Contract Funding:	Total Contingency:
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL	6010	30	0315	0334	52001	19014	Federal Land Sales	512,506.81	-
GL	6010	30	0315	0334	52001	42909015	Local Land Sales	128,126.70	-
GL	2130	30	0315	0334	52001	42107027	FTA ARP Stimulus	224,744.54	-
GL	2130	30	0315	0334	52001	42107027	FTA ARP Stimulus	500,000.00	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Joy Buenafior Victor Lopez  
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:

Attachment: Contract 19-1002007 Amendment No. 3 Revised CSS (10549 : Transit and Rail On-Call Right-of-Way Services Contract

**AMENDMENT NO. 3 TO CONTRACT NO. 19-1002007**

**FOR**

**ON-CALL RIGHT-OF-WAY**

**BENDER ROSENTHAL, INC.**

This AMENDMENT No. 3 to Contract No.19-1002007 (“Contract”) is made and entered into by and between San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Bender Rosenthal, Inc., (“CONSULTANT”), whose address is 11801 Pierce Street, Suite 200, Riverside, California 92505. SBCTA and CONSULTANT are each a "Party" and collectively "Parties”.

RECITALS:

- A. On May 30, 2019, SBCTA and CONSULTANT entered into Contract No. 19-1002007 for On-Call Right-of-Way Services; and
- B. On May 6, 2022, the Parties amended the Contract (Amendment No. 1) to exercise SBCTA’s option to extend the Contract for the first one-year option term through May 11, 2023; and
- C. On January 26, 2023, the Parties amended the Contract (Amendment No. 2) to add additional funding in the amount of \$2,000,000.00 to this and the other identified On-Call Right-of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Seven Million Five Hundred Thousand (\$7,500,000.00), and to extend the Contract period of performance through June 30, 2026, with two optional one-year extensions; and,
- D. The Parties desire to amend the Contract to add additional funding in the amount of \$2,000,000.00 to this and the other identified On-Call Right-Of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Nine Million Five Hundred Thousand (\$9,500,000.00).

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

1. ARTICLE 4.16 COMPENSATION is deleted and replaced in its entirety to read as follows:

“The total amount payable by SBCTA for all Contract Task Orders resulting from the following Contracts--Epic Land Solutions, LLC (18-1001924), Bender, Rosenthal Inc. (19-1002007), Overland, Pacific & Cutler, LLC (19-1002008), and Paragon Partners Consultants, Inc. (19-1002009)--shall not exceed \$9,500,000. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Contract through Contract Task Orders.”

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

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

**BENDER ROSENTHAL, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
David Wraa  
Chief Executive Officer

By: \_\_\_\_\_  
Dawn M. Rowe  
Board President

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

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Renee Buar  
Executive Vice President

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

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

**CONCURRENCE:**

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

**General Contract Information**

Contract No: 19-1002008 Amendment No.: 3  
 Contract Class: Payable Department: Transit  
 Vendor No.: 02556 Vendor Name: Overland, Pacific & Cutler, LLC  
 Description: 18-1001924 Epic Land Solutions, 19-1002007 Bender Rosenthal & 19-0002009 Paragon Partners Consultants

**Dollar Amount**

Original Contract	\$ 1,375,000.00	Original Contingency	\$ -
Prior Amendments	\$ (250,000.00)	Prior Amendments	\$ -
Current Amendment	\$ 500,000.00	Current Amendment	\$ -
<b>Total/Revised Contract Value</b>	<b>\$ 1,625,000.00</b>	<b>Total Contingency Value</b>	<b>\$ -</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>		<b>\$</b>	<b>1,625,000.00</b>

**Contract Authorization**

Board of Directors Date: 05/01/2024 Board Item # 10549

**Contract Management (Internal Purposes Only)**

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

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

**Accounts Payable**

Estimated Start Date: 05/01/2019 Expiration Date: 06/30/2026 Revised Expiration Date: \_\_\_\_\_

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

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL	6010	30	0315	0334	52001	42909014	Federal Land Sales	508,508.21	-
GL	6010	30	0315	0334	52001	42909015	Local Land Sales	127,126.80	-
GL	1040	30	0313	0360	52001	41200000	LTF - Rail	38,000.00	-
GL	2130	30	0315	0334	52001	42107027	FTA ARP Stimulus	451,364.99	-
GL	2130	30	0315	0334	52001	42107027	FTA ARP Stimulus	500,000.00	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Joy Buenaflor

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: Contract 19-1002008 Amendment No. 3 Revised CSS (10549 : Transit and Rail On-Call Right-of-Way Services Contract



**AMENDMENT NO. 3 TO CONTRACT NO. 19-1002008**  
**FOR**  
**ON-CALL RIGHT-OF-WAY**  
**(OVERLAND, PACIFIC & CUTLER, LLC)**

This AMENDMENT No. 3 to Contract No 19-1002008 ("Contract") is made and entered into by and between San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3d Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Overland, Pacific & Cutler, LLC ("CONSULTANT"), whose address is 2280 Market Street, Suite 340, Riverside, California 92501. SBCTA and CONSULTANT are each a "Party" and collectively "Parties."

**RECITALS**

- A. SBCTA, under Contract No 19-1002008, engaged CONSULTANT to provide certain services related to On-Call-Right-of-Way Services ("Contract"); and
- B. On April 22, 2022, the Parties amended the Contract (Amendment No. 1) to exercise SBCTA's option to extend the Contract for the first one-year option through May 1, 2023; and
- C. On February 27, 2023, the Parties amended the Contract (Amendment No. 2) to add additional funding in the amount of \$2,000,000.00 to this and the other identified On-Call Right-Of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Seven Million Five Hundred Thousand (7,500,000.00), and to extend the Contract period of performance through June 30, 2026, with two optional one-year extensions; and
- D. The Parties desire to amend the Contract to add additional funding in the amount of \$2,000,000.00 to this and the other identified On-Call Right-Of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Nine Million Five Hundred Thousand (9,500,000.00).

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, the Parties agree as follows.

1. ARTICLE 4.16 COMPENSATION is deleted and replaced in its entirety to read as follows:  

“The total amount payable by SBCTA for all Contract Task Orders resulting from the following Contracts--Epic Land Solutions, LLC (18-1001924), Bender, Rosenthal Inc. (19-1002007), Overland, Pacific & Cutler, LLC (19-1002008), and Paragon Partners Consultants, Inc. (19-1002009)--shall not exceed \$9,500,000. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Contract through Contract Task Orders.”

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

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

**OVERLAND, PACIFIC & CUTLER, LLC**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Brian Everett  
Manager

By: \_\_\_\_\_  
Dawn M. Rowe  
Board President

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

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

By: \_\_\_\_\_  
Mark LaBonte  
Manager

**APPROVED AS TO FORM:**

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

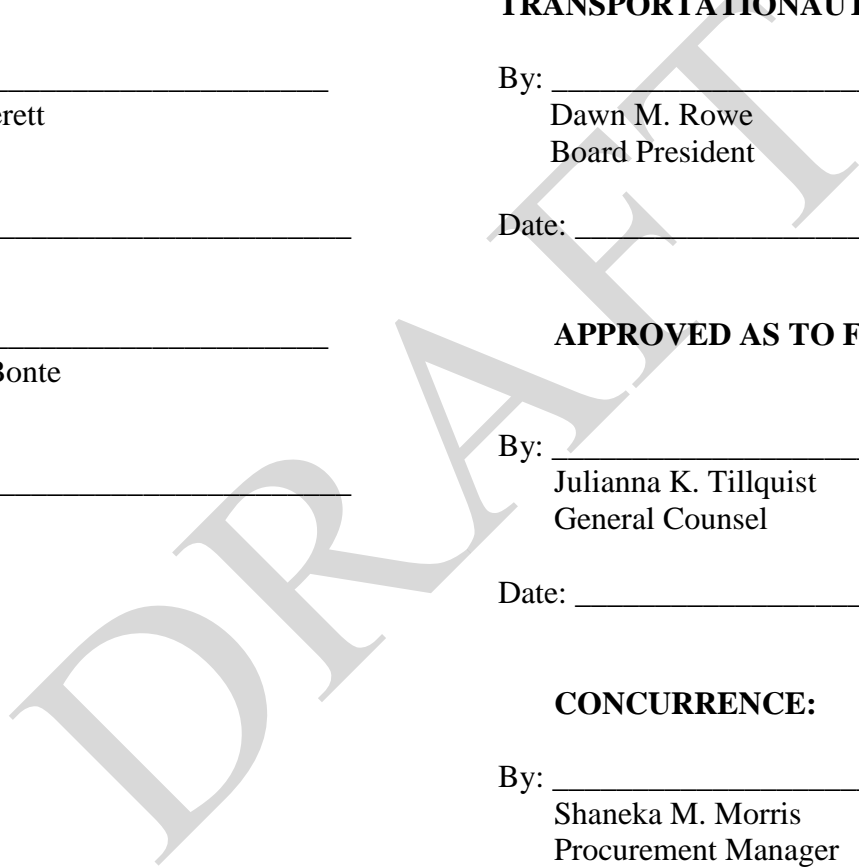
Date: \_\_\_\_\_

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

**CONCURRENCE:**

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

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



**General Contract Information**

Contract No: 19-1002009 Amendment No.: 3  
 Contract Class: Payable Department: Transit  
 Vendor No.: 02624 Vendor Name: Paragon Partners Consultants, Inc.  
 Description: 18-1001924 Epic Land Solutions, 19-1002007 Bender Rosenthal & 19-0002008 Overland Pacific & Cutler

**Dollar Amount**

Original Contract	\$ 1,375,000.00	Original Contingency	\$ -
Prior Amendments	\$ 2,138,565.84	Prior Amendments	\$ -
Current Amendment	\$ 500,000.00	Current Amendment	\$ -
<b>Total/Revised Contract Value</b>	<b>\$ 4,013,565.84</b>	<b>Total Contingency Value</b>	<b>\$ -</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>		<b>\$</b>	<b>4,013,565.84</b>

**Contract Authorization**

Board of Directors Date: 05/01/2024 Board Item # 10549

**Contract Management (Internal Purposes Only)**

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

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

**Accounts Payable**

Estimated Start Date: 05/01/2019 Expiration Date: 06/30/2026 Revised Expiration Date: \_\_\_\_\_

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

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL	6010	30	0315	0334	52001		Federal Land Sales	4,013,565.84	-
GL	6010	30	0315	0334	52001		Local Land Sales	1,861,519.49	-
GL	2130	30	0315	0334	52001		FTA SS/CIG	465,379.88	-
GL	1040	30	0315	0360	52001		LTF - Rail	1,135,069.18	-
GL	1040	30	0313	0360	52001		LTF - Rail	8,103.29	-
GL	2130	30	0315	0334	52001		FTA ARP	38,200.00	-
GL								505,294.00	-
GL								-	-
GL								-	-
GL								-	-

Joy Buenaflor

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: Contract 19-1002009 Amendment No. 3 Revised CSS (10549 : Transit and Rail On-Call Right-of-Way Services Contract

**AMENDMENT NO. 3 TO CONTRACT NO. 19-1002009**

**FOR**

**ON-CALL RIGHT-OF-WAY**

**PARAGON PARTNERS CONSULTANTS, INC.**

This AMENDMENT No. 3 to Contract No. 19-1002009 (“Contract”) is made by and between San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2nd Floor, San Bernardino, California 92410-1715, and Paragon Partners Consultants, Inc. (“CONSULTANT”), whose address is 5660 Katella Ave., Suite 100 Cypress, California 90630, SBCTA and Consultant are each a "Party" and collectively "Parties”.

RECITALS:

- A. SBCTA, under Contract No. 19-1002009, engaged CONSULTANT to provide certain services related to On-Call Right-of-Way services (“Contract”); and
- B. On April 27, 2022, the Parties amended the Contract (Assignment and Amendment No. 1) to assign the Contract from Paragon Partners, Ltd. to Paragon Partners Consultants, Inc., pursuant to Article 40 of the Contract, and to exercise SBCTA’s option to extend the Contract for the first one-year option through May 1, 2023; and
- C. On January 27, 2023, the Parties amended the Contract (Amendment No. 2) to add additional funding in the amount of \$2,000,000.00 to this and the other identified On-Call Right-Of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Seven Million Five Hundred Thousand (\$7,500,000.00), and to extend the Contract period of performance through June 30, 2026, with two optional one-year extensions; and
- D. The Parties desire to amend the Contract to add additional funding in the amount of \$2,000,000.00 to this and the other identified On-Call Right-Of-Way Services contracts collectively, increasing the total amount to a not-to-exceed amount of Nine Million Five Hundred Thousand (9,500,000.00).

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

1. ARTICLE 4.16 COMPENSATOIN; is deleted and replaced in its entirety to read as follows;
 

“The total amount payable by SBCTA for all Contract Task Orders resulting from the following Contracts--Epic Land Solutions, LLC (18-1001924), Bender, Rosenthal Inc. (19-1002007), Overland, Pacific & Cutler, LLC (19-1002008), and Paragon Partners Consultants, Inc. (19-1002009)--shall not exceed \$9,500,000. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Contract through Contract Task Orders.”
2. The Recitals set forth above are incorporated herein by this reference.

- 3. Except as amended by this Amendment No. 3, all other provisions of the Contract, and Amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.
- 4. This Amendment No. 3 is effective upon execution by SBCTA.

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

**PARAGON PARTNERS  
CONSULTANTS, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Neilia LaValle  
Chief Executive Officer

By: \_\_\_\_\_  
Dawn M. Rowe  
Board President

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

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

**APPROVED AS TO FORM:**

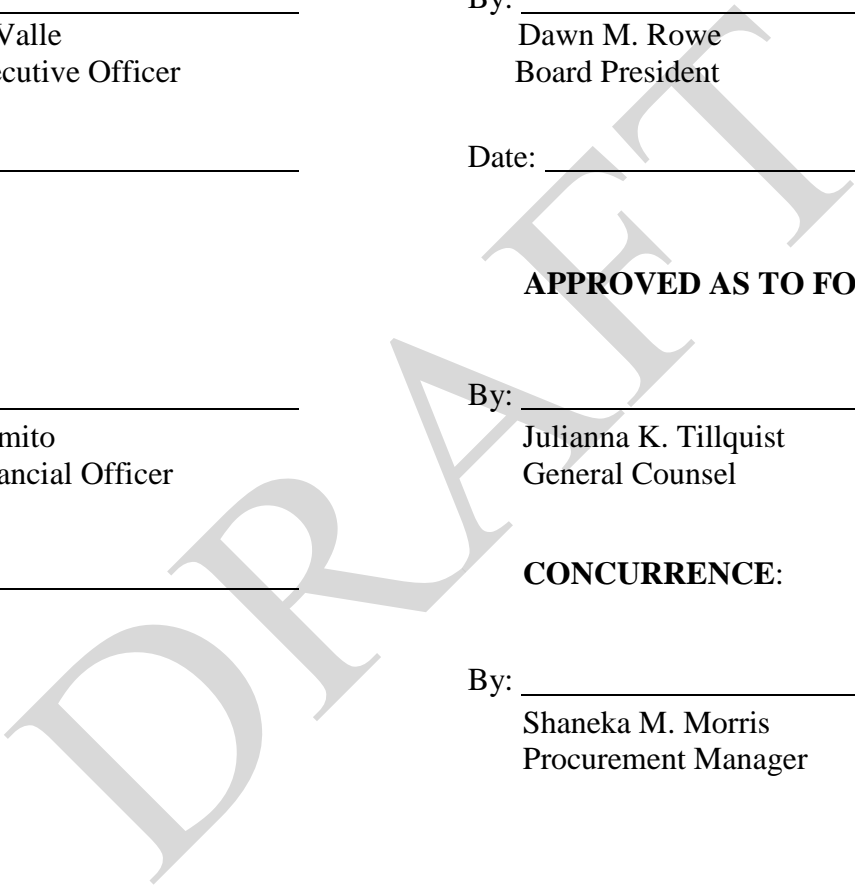
By: \_\_\_\_\_  
Kevin Romito  
Chief Financial Officer

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

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

**CONCURRENCE:**

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



## *Minute Action*

AGENDA ITEM: 20

***Date:*** May 1, 2024

***Subject:***

Award Contract No. 24-1003023 for Transit and Specialized Transportation Services

***Recommendation:***

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

Approve Contract No. 24-1003023 with AMMA Transit Planning, Inc., for Transit and Specialized Transportation Services, in an amount not-to-exceed \$1,506,161.13, to be funded with Transportation Development Act Local Transportation Funds and Measure I Funds, for a five-year term through June 30, 2029.

***Background:***

The San Bernardino County Transportation Authority (SBCTA) released Request for Proposals (RFP) No. 24-1003023 on January 8, 2024, seeking firms knowledgeable and experienced to provide Transit and Specialized Transportation Planning Services. The RFP notification for this project was received by 604 consultants registered on PlanetBids and was downloaded by 42 firms.

On January 25, 2024, SBCTA received one proposal, from AMMA Transit Planning, Inc. The Procurement Analyst reviewed the proposal for responsiveness and determined that the proposal was responsive. The Project Manager reviewed the proposal and determined that AMMA Transit Planning, Inc.'s proposal aligned with SBCTA's Scope of Work.

The Procurement Analyst reached out to prospective bidders to research reasons as to why they did not ultimately submit a proposal and most of the responses were simply due to no interest in pursuing this project.

Pursuant to SBCTA's Procurement Policy No. 11000, on February 26, 2024, a request was made to the Executive Director to move forward with the single proposal from AMMA Transit Planning Inc., and the request was approved. AMMA Transit Planning Inc., currently provides similar consulting assistance to SBCTA's sister agency, Riverside County Transportation Commission, specifically relating to the grant capital program, Title VI, and the coordination of plans, formal public hearings, and annual transportation reports.

In conclusion, staff recommends AMMA Transit Planning, Inc. be awarded a contract, in the amount not-to-exceed \$1,506,161.13, for a term beginning July 1, 2024 through June 30, 2029, to be funded with Transportation Development Act (TDA) Local Transportation Funds (LTF) administrative and planning funds, and Measure I Valley and Victor Valley Funds.

SBCTA will utilize this contract to manage the TDA annual Public Hearings and Public and Specialized Transit Advisory Coordinating Council, assist with the administration of the Federal Transit Administration (FTA) Section 5310 Capital Grant Program and Title VI requirements, update the Public Transit/Human Service Transportation Coordination Plan required by FTA, and provide general technical assistance related to transit. Additionally, the Transit and Specialized Transportation Planning Services contract allows SBCTA to continue to help the five

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item

May 1, 2024

Page 2

transit operators with their Title VI requirements, Short Range Transit Plans, and technical assistance related to FTA and the California Department of Transportation (Caltrans). The Scope of Work also includes providing support to the Multimodal Working Group. SBCTA has created the Multimodal Working Group, which is comprised of all five transit operators and Metrolink. During the past two years, this working group has implemented new initiatives focusing on increasing transit ridership, informing the public about transit options, and ways to further improve the customer experience.

**Financial Impact:**

The Project is included in the proposed Budget for Fiscal Year 2024/2025 and funded with Transportation Development Act Local Transportation Funds, and Measure I Funds, in Program 30, Transit.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 11, 2024 SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft contract.

**Responsible Staff:**

Nancy Strickert, Transit Manager

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:



**General Contract Information**

Contract No: 24-1003023 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Transit  
 Vendor No.: 00130 Vendor Name: AMMA TRANSIT PLANNING, INC.  
 Description: TRANSIT AND SPECIALIZED TRANSPORTATION PLANNING SERVICES  
 List Any Related Contract Nos.: \_\_\_\_\_

Dollar Amount					
Original Contract	\$	1,506,161.13	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>1,506,161.13</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>1,506,161.13</b>

**Contract Authorization**

Board of Directors                      Date: 05/01/2024 Board                      Item # 10548

**Contract Management (Internal Purposes Only)**

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

**Accounts Payable**

Estimated Start Date: 07/01/2024 Expiration Date: 06/30/2029 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:		Total Contingency:		
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$		\$	
GL	4180	30	0314	0320	52001		MSI Valley Fund	56,482.00		-	
GL	4280	30	0314	0320	52001		MSI VV Fund	18,828.00		-	
GL								-		-	
GL	4180	30	0314	0340	52001		MSI Valley Fund	225,925.00		-	
GL	4280	30	0314	0340	52001		MSI VV Fund	75,309.00		-	
GL								-		-	
GL	1030	30	0309	0309	52001		LTF - Admin	282,404.00		-	
GL	1035	30	0309	0309	52001		LTF - Rail	847,213.13		-	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	

Nancy Strickert Victor Lopez  
 Project Manager (Print Name) Task Manager (Print Name)  
 Additional Notes: \_\_\_\_\_

Attachment: 24-1003023 CSS (10548 : Award Contract No. 24-1003023 for Transit and Specialized Transportation Services)

**CONTRACT NO. 24-1003023****BY AND BETWEEN****SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY****AND****AMMA TRANSIT PLANNING, INC.****FOR****TRANSIT AND SPECIALIZED TRANSPORTATION PLANNING SERVICES**

This contract (“Contract”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and AMMA Transit Planning, Inc. (“CONSULTANT”), whose address is 19069 Van Buren Blvd., Suite 114-378, Riverside, California 92508. SBCTA and CONSULTANT are each a “Party” and are collectively the “Parties.”

**RECITALS:**

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

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

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

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK**

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

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

## **ARTICLE 2. CONTRACT TERM**

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through June 30, 2029, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or application to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is One Million, Five Hundred Six Thousand, One Hundred Sixty-One Dollars and Thirteen Cents (\$1,506,161.13). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work," and shall be reimbursed pursuant to Exhibit B "Price Proposal for Time and Materials." The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the California Department of Human Resources rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.3 INTENTIONALLY OMITTED.
- 3.4 INTENTIONALLY OMITTED.

- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE 4. INVOICING**

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

[ap@gosbcta.com](mailto:ap@gosbcta.com)

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

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

- 4.4 INTENTIONALLY OMITTED.
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above- referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.
- 4.7 INTENTIONALLY OMITTED.

#### **ARTICLE 5. TAXES, DUTIES AND FEES**

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

#### **ARTICLE 6. AVAILABILITY OF FUNDS**

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

#### **ARTICLE 7. PERMITS AND LICENSES**

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

## **ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT**

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

## **ARTICLE 9. RESPONSIBILITY OF CONSULTANT**

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



## **ARTICLE 10. REPORTING AND DELIVERABLES**

All reports and deliverables shall be submitted in accordance with Exhibit A “Scope of Work”. At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

## **ARTICLE 11. TECHNICAL DIRECTION**

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



- 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
- 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
- 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:
- 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
- 11.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

## **ARTICLE 12. CHANGES**

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

### **ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**

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

### **ARTICLE 14. CONFLICT OF INTEREST**

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

### **ARTICLE 15. KEY PERSONNEL**

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

<b>Name</b>	<b>Job Classification/Function</b>
Dennis Brooks	Project Manager
Valerie Mackintosh	Outreach and Promotion Manager
Heather Menninger	Senior Advisor on Multimodal Transportation

## **ARTICLE 16. REPRESENTATIONS**

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

## **ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY**

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information (“Products”), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents. Any communications with or work product of SBCTA’s legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.

- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

## **ARTICLE 18. TERMINATION**

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days' written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such

termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

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

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

## **ARTICLE 19. STOP WORK ORDER**

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

## **ARTICLE 20. CLAIMS**

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

## **ARTICLE 21. INSURANCE**

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$4,000,000
- Coverage shall be appropriate for the CONSULTANT's profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT's professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:



- Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
- CONSULTANT shall secure and maintain “tail” coverage for a minimum of Five (5) years after Contract completion.

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

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

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

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

- Consultant shall maintain commercial general liability(CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$2,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
  - \$2,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA’s Risk Manager determines it is in SBCTA’s best interests to require such coverage.
- If a general aggregate applies, it shall apply separately to this project/location. The contract number and brief explanation of the project/work must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.

- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

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

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

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$2,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.



21.1.6 Pollution Liability. Intentionally Omitted

21.1.7 Technology Professional Liability Errors and Omissions Insurance. Intentionally Omitted.

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

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

21.2.2 Additional Insured Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 43, or if not available, then an ISO Form most closely equivalent, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.

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

21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay

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

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written

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

21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall

not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

21.2.11 Project Specific Insurance. Intentionally Omitted.

21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

21.2.13 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.

21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

21.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **ARTICLE 22. INDEMNITY**

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA and its authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional to the maximum extent permitted by Civil Code Section 2782.8.

22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA and its authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by any Indemnitee(s) on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to Indemnitees' "active" as well as "passive" negligence, but does not apply to the "sole negligence" or "willful misconduct," within the meaning of Civil Code section 2782, of any Indemnitee.

## **ARTICLE 23. ERRORS AND OMISSIONS**

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

## **ARTICLE 24. OWNERSHIP OF DOCUMENTS**

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

## **ARTICLE 25. SUBCONTRACTS**

25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of



subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.

- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.
- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

#### **ARTICLE 26. RECORD INSPECTION AND AUDITING**

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

#### **ARTICLE 27. INDEPENDENT CONTRACTOR**

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

#### **ARTICLE 28. ATTORNEY'S FEES**

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

## **ARTICLE 29. GOVERNING LAW AND VENUE**

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

## **ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS**

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

## **ARTICLE 31. PRECEDENCE**

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

## **ARTICLE 32. COMMUNICATIONS AND NOTICES**

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.



<b>To CONSULTANT</b>	<b>To SBCTA</b>
19069 Van Buren Blvd. Suite 114-378	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
Riverside, CA 92508	<b>San Bernardino, CA 92410-1715</b>
Attn: Heather Menninger	<b>Attn: Nancy Strickert</b>
Email: heather@ammatransitplanning.com	<b>Email: nstrickert@gosbcta.com</b>
Phone: 951-784-1333	<b>Phone: (909) 884-8276</b>
2 <sup>nd</sup> Contact: Dennis Brooks	<b>Copy: Procurement Manager</b>
Email: dbrooks@ammatransitplanning.com	<b>Email: procurement@gosbcta.com</b>

### **ARTICLE 33. DISPUTES**

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.
- 33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

### **ARTICLE 34. GRATUITIES**

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

### **ARTICLE 35. REVIEW AND ACCEPTANCE**

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

### **ARTICLE 36. CONFIDENTIALITY**

See Article 17.

### **ARTICLE 37. EVALUATION OF CONSULTANT**

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

may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

#### **ARTICLE 38. SAFETY**

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

#### **ARTICLE 39. DRUG FREE WORKPLACE**

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

#### **ARTICLE 40. ASSIGNMENT**

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

#### **ARTICLE 41. AMENDMENTS**

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

#### **ARTICLE 42. PREVAILING WAGES**

42.1 The State of California's General Prevailing Wage Rates are not applicable to this Contract.

#### **ARTICLE 43. CONTINGENT FEE**

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

#### **ARTICLE 44. FORCE MAJEURE**

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such

as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

**ARTICLE 45. WARRANTY**

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

**ARTICLE 46. ENTIRE DOCUMENT**

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

**ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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

**ARTICLE 48. EFFECTIVE DATE**

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

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

Attachment: 24-1003023 (10548 : Award Contract No. 24-1003023 for Transit and Specialized Transportation Services)

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

**AMMA TRANSIT PLANNING, INC.,  
A CALIFORNIA CORPORATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_  
Heather Menninger Visscher  
President

By: \_\_\_\_\_  
Dawn M. Rowe  
President, Board of Directors

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

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Dennis Ray Brooks, Sr.  
Secretary

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

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

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

**CONCURRENCE**

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

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

Attachment: 24-1003023 (10548 : Award Contract No. 24-1003023 for Transit and Specialized Transportation Services)

**EXHIBIT A  
SCOPE OF WORK**

**TRANSIT AND SPECIALIZED TRANSPORTATION PLANNING SERVICES**

San Bernardino County Transportation Authority (SBCTA), has planning, coordination and project approval responsibility for five public transit operators including Omnitrans, Victor Valley Transit Authority, Basin Transit, Mountain Transit, and Needles Area Transit.

SBCTA is seeking a professional consultant team to assist with Transit and Specialized Transportation Planning Services. The project may include providing support and administration of the Public and Specialized Transportation Advisory Coordinating Council (PASTACC), annual Transportation Development Act annual Public Hearings, Federal Transit Administration (FTA) Section 5310 Capital Grant Program, updating the Public Transit/Human Service Transportation Coordination Plan required by FTA, Title VI requirements, Short Range Transit Plans, technical assistance related to FTA and Caltrans, Multimodal Working group and general technical assistance related to public transit.

Scope of work:

1. Consultant Services – The Consultant shall be responsible for supporting SBCTA’s public and specialized transportation planning efforts including the following:
  - a. Providing support to the PASTACC, including seeking relevant topics for PASTACC meetings and presenting content, preparing and mailing/distribution of meeting agenda notices and providing support materials and services.
  - b. Provide support to the Multimodal Working group and for SBCTA’s multimodal initiatives which includes, but not limited to, project development and oversight, technical assistance, creative development and copywriting, marketing and multi-media advertising. This would also include direct payment from Consultant to vendor(s) for the digital marketing costs.
  - c. Collect data from transit operators and non-profits to create a Quarterly Countywide Performance Report.
  - d. Assist in conducting the annual Transportation Development Act Public Hearing, including development and mailing of hearing notices, attending hearings, summarizing testimony received and developing responses to the testimony, notifying those testifying of the responses and when the formal findings will be adopted, and coordinating with SBCTA in preparing the annual submittal of the Public Hearing process to the State.
  - e. Distribute information to eligible agencies for the FTA Section 5310 Capital Grant Program, assist potential applicants, convene the Local Review Panel to review and score applications, develop a list of projects recommended for approval and programming by the Board of Directors.

- f. Provide technical assistance for Title VI to San Bernardino County transit operators and non-profits.
- g. Provide technical assistance and documentation for SBCTA's Civil Rights Program. This will include Title VI, Disadvantaged Business Enterprise Program (DBE), Limited English Proficiency (LEP) and Equal Employment Opportunity Program to ensure on an ongoing basis that the agency is meeting all requirements under all local, state and federal laws, specifically to the FTA.
- h. Provide technical assistance to public and specialized transit operators with respect to the implementation of the Americans with Disabilities Act to ensure compliance, monitor legal issues and proposed regulatory changes.
- i. Coordinate and represent SBCTA with state and national specialized transit organizations.
- j. Assist in the development of services and/or programs recommended in the Public Transit/Human Services Transportation Coordination Plan, including the review of competitively sought proposals for the recommended services and/or programs.
- k. Provide technical assistance with Short Range Transit Plans to public and specialized transit operators as requested by SBCTA.
- l. Monitor transit and specialized transit initiatives including training for general public and human services providers.
- m. Provide technical content to SBCTA and transit operators for grant applications related to specialized transportation services.
- n. Provide general technical assistance to SBCTA and public and specialized transit operators as requested by SBCTA.

# EXHIBIT B

## Cost/Price Form for Cost Plus Fixed Fee RFP

Consultant AMMA Transit Planning, Inc.

Contract No. (RFP) 24-1003023

Date 2/2/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Project Manager	Dennis Brooks	2,357	59.84	59.84	\$59.84	\$141,042.88
Public Engagement Manager	Valerie Mackintosh	2,050	59.84	59.84	\$59.84	\$122,672.00
Senior Advisor	Heather Menninger Visscher	250	82.74	82.74	\$82.74	\$20,685.00
Intern	TBD	140	25.00	35.00	\$30.00	\$4,200.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

**Labor Costs**

a) Subtotal Direct Labor Costs		\$ 288,599.88	
b) Anticipated Salary Increases (see page 2 for sample)		\$ 16,572.79	
<b>c) TOTAL DIRECT LABOR COSTS [(a)+(b)]</b>		<b>\$ 305,172.67</b>	

**Fringe Benefits**

d) Fringe Benefits (Rate <u>59.800%</u> )			\$ 182,493.26
<b>e) Total Fringe Benefits [(c)x(d)]</b>			<b>\$ 182,493.26</b>

**Indirect Costs**

f) Overhead (Rate <u>    </u> %)		\$ -	
h) General and Administrative (Rate <u>75.700%</u> )		\$ 231,015.71	
<b>g) Overhead [(c)x (f)]</b>			
<b>i) Gen &amp; Admin [(c) x (h)]</b>			
<b>j) Total Indirect Costs [(g)+(i)]</b>			<b>\$ 231,015.71</b>

**Fixed Fee (Profit)**

n) (Rate <u>10.00%</u> )			\$ 71,868.16
<b>k) Fixed fee [ (c) + (e) + (j)] x (n)</b>			<b>\$ 71,868.16</b>

**Total Loaded Labor Costs**

	<b>790,549.80</b>
--	-------------------

**Other Direct Costs (ODC)**

l) Travel/Mileage/Per Diem Costs (supported by consultant actual costs)		\$ 5,000.00	
m) Supplies, Incentives, Printing, Mailings, Translations, Interpretation, Editing, Technology, Graphics (itemize)		\$ 60,150.00	
n) Vendor payments/costs for campaign advertising - digital, print and radio		\$ 250,000.00	
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)		\$ 400,461.33	
<b>p) Total Other Direct Costs [ (l) + (m) + (n) + (o) ]</b>			<b>\$ 715,611.33</b>
<b>Total cost [(c) + (e) + (j) + (k) + (p)]</b>			<b>\$ 1,506,161.13</b>

Notes:

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

Attachment: 24-1003023 Exhibit B (10548 : Award Contract No. 24-1003023 for Transit and Specialized Transportation Services)



Consultant AMMA Transit Planning, Inc. Contract No. (RFP) 24-1003023 Date 2/2/2024

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

Direct Labor <u>Subtotal</u> Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	<b>5year Contract Duration</b>
\$ 288,599.88 /	4797 =	\$ 60.16	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	\$ 60.16 +	3%	=	\$ 61.96	Year 2 Avg Hourly Rate
Year 2	\$ 61.96 +	3%	=	\$ 63.82	Year 3 Avg Hourly Rate
Year 3	\$ 63.82 +	3%	=	\$ 65.73	Year 4 Avg Hourly Rate
Year 4	\$ 65.73 +	3%	=	\$ 67.70	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	28.0% *	4797 =	1343.2	Estimated Hours Year 1
Year 2	16.0% *	4797 =	767.5	Estimated Hours Year 2
Year 3	18.0% *	4797 =	863.5	Estimated Hours Year 3
Year 4	18.0% *	4797 =	863.5	Estimated Hours Year 4
Year 5	20.0% *	4797 =	959.4	Estimated Hours Year 5
Total	100.0%	Total =	4797	

**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	\$ 60.16 *	1343.2 =	\$ 80,804.51	Estimated Hours Year 1
Year 2	\$ 61.96 *	767.5 =	\$ 47,555.54	Estimated Hours Year 2
Year 3	\$ 63.82 *	863.5 =	\$ 55,106.02	Estimated Hours Year 3
Year 4	\$ 65.73 *	863.5 =	\$ 56,755.23	Estimated Hours Year 4
Year 5	\$ 67.70 *	959.4 =	\$ 64,951.38	Estimated Hours Year 5
		Total Direct Labor Cost with Escalation =	\$ 305,172.67	
		Direct Labor Subtotal before Escalation =	\$ 288,599.88	
		Estimated Total of Direct Labor Salary Increase =	\$ 16,572.79	Transferred to page 1

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 ????
- Estimated yearly percent completed from resource loaded schedule

Attachment: 24-1003023 Exhibit B (10548 : Award Contract No. 24-1003023 for Transit and Specialized Transportation Services)

Contract: (RFP) 24-1003023 Date: 2/2/2024

Detail Sheet								
Task Description			Consultant					
			AMMA Transit Planning, Inc.					
A	B	C	D	E	F	G	H	AI
Row	WBS Number	Drawing or Item of Work - Titles	Project Manager	Public Engagement Manager	Senior Advisor	Intern	0	Total Hours
1	a	Quarterly PASTACC Support	240.0	240.0				480.0
2	b	Multimodal Working Group Support	175.0	260.0	30.0			465.0
3	c	Quarterly Countywide Transit Performance Data & Report	350.0	300.0	10.0			660.0
4	d	Annual TDA Unmet Needs Hearing & Annual Report	200.0	100.0				300.0
5	e	5310 Grant Program Support - 2 Cycles	280.0	40.0		80.0		400.0
6	f	Title VI Program for Operators	60.0	250.0				310.0
7	g	Civil Rights, DBE, Title VI, EEO, LEP for SBCTA	40.0	140.0				180.0
8	h	ADA Compliance Technical Assistance	80.0	0.0				80.0
9	i	Represent SBCTA with National, State & Local Organizations	120.0	60.0	40.0			220.0
10	j	Coordinated Plan 2024-25 Update & Strategy Implementation	180.0	240.0	60.0	20.0		500.0
11	k	Short Range Transit Plan Technical Assistance	220.0	80.0	40.0			340.0
12	l	Transit & Specialized Transportation Initiatives/ Training/ Forums	32.0	40.0	10.0			82.0
13	m	Grant Technical Content Provision	180.0	120.0		20.0		320.0
14	n	General Technical Assistance/ Special Projects & Bi-Weekly Meetings	200.0	180.0	60.0	20.0		460.0
15								0.0
Total Hours			2,357.0	2,050.0	250.0	140.0	0.0	4,797.0

Attachment: 24-1003023 Exhibit B (10548 : Award Contract No. 24-1003023 for Transit and Specialized Transportation Services)

Contract: (RFP) 24-1003023

Date: 2/2/2024

Detail Sheet												
Task Description			Consultant									
0			AMMA Transit Planning, Inc.									
A	B	C	D	D1	E1	F1	G1	AI1	AJ	AK	AL	AM
Row	WBS Number	Drawing or Item of Work - Titles	Project Manager	\$ 59.84	\$ 59.84	\$ 82.74	\$ 30.00		135.50%	10.00%		Escalated Total Labor Cost
				Project Manager	Public Engagement Manager	Senior Advisor	Intern	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	
1	a	Quarterly PASTACC Support	240.0	\$ 14,361.60	\$ 14,361.60	\$ -	\$ -	\$ 28,723.20	\$ 38,919.94	\$ 6,764.31	\$ 74,407.45	\$ 78,680.2
2	b	Multimodal Working Group Support	175.0	\$ 10,472.00	\$ 15,558.40	\$ 2,482.20	\$ -	\$ 28,512.60	\$ 38,634.57	\$ 6,714.72	\$ 73,861.89	\$ 78,103.3
3	c	Quarterly Countywide Transit Performance Data & Report	350.0	\$ 20,944.00	\$ 17,952.00	\$ 827.40	\$ -	\$ 39,723.40	\$ 53,825.21	\$ 9,354.86	\$ 102,903.47	\$ 108,812.6
4	d	Annual TDA Unmet Needs Hearing & Annual Report	200.0	\$ 11,968.00	\$ 5,984.00	\$ -	\$ -	\$ 17,952.00	\$ 24,324.96	\$ 4,227.70	\$ 46,504.66	\$ 49,175.1
5	e	5310 Grant Program Support - 2 Cycles	280.0	\$ 16,755.20	\$ 2,393.60	\$ -	\$ 2,400.00	\$ 21,548.80	\$ 29,198.62	\$ 5,074.74	\$ 55,822.17	\$ 59,027.7
6	f	Title VI Program for Operators	60.0	\$ 3,590.40	\$ 14,960.00	\$ -	\$ -	\$ 18,550.40	\$ 25,135.79	\$ 4,368.62	\$ 48,054.81	\$ 50,814.3
7	g	Civil Rights, DBE, Title VI, EEO, LEP for SBCTA	40.0	\$ 2,393.60	\$ 8,377.60	\$ -	\$ -	\$ 10,771.20	\$ 14,594.98	\$ 2,536.62	\$ 27,902.79	\$ 29,505.1
8	h	ADA Compliance Technical Assistance	80.0	\$ 4,787.20	\$ -	\$ -	\$ -	\$ 4,787.20	\$ 6,486.66	\$ 1,127.39	\$ 12,401.24	\$ 13,113.3
9	i	Represent SBCTA with National, State & Local Organizations	120.0	\$ 7,180.80	\$ 3,590.40	\$ 3,309.60	\$ -	\$ 14,080.80	\$ 19,079.48	\$ 3,316.03	\$ 36,476.31	\$ 38,570.9
10	j	Coordinated Plan 2024-25 Update & Strategy Implementation	180.0	\$ 10,771.20	\$ 14,361.60	\$ 4,964.40	\$ 600.00	\$ 30,697.20	\$ 41,594.71	\$ 7,229.19	\$ 79,521.10	\$ 84,087.5
11	k	Short Range Transit Plan Technical Assistance	220.0	\$ 13,164.80	\$ 4,787.20	\$ 3,309.60	\$ -	\$ 21,261.60	\$ 28,809.47	\$ 5,007.11	\$ 55,078.17	\$ 58,241.0
12	l	Transit & Specialized Transportation Initiatives/ Training/ Forums	32.0	\$ 1,914.88	\$ 2,393.60	\$ 827.40	\$ -	\$ 5,135.88	\$ 6,959.12	\$ 1,209.50	\$ 13,304.50	\$ 14,068.5
13	m	Grant Technical Content Provision	180.0	\$ 10,771.20	\$ 7,180.80	\$ -	\$ 600.00	\$ 18,552.00	\$ 25,137.96	\$ 4,369.00	\$ 48,058.96	\$ 50,818.7
14	n	General Technical Assistance/ Special Projects & Bi-Weekly Meetings	200.0	\$ 11,968.00	\$ 10,771.20	\$ 4,964.40	\$ 600.00	\$ 28,303.60	\$ 38,351.38	\$ 6,665.50	\$ 73,320.48	\$ 77,530.8
15			0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Hours			2,357.0	\$ 141,042.88	\$ 122,672.00	\$ 20,685.00	\$ 4,200.00	\$ 288,599.88	\$ 391,052.84	\$ 67,965.27	\$ 747,617.99	\$ 790,549.8

Attachment: 24-1003023 Exhibit B (10548 : Award Contract No. 24-1003023 for Transit and Specialized Transportation Services)

# Sub-Consultant Hours Detail Sheet

Contract: (RFP) 24-1003023 Date: 2/2/2024

Detail Sheet		Task Description																									Consultant							Fehr & Peers															Young Visionaries						AI
		Dan Boyle & Associates	Transit Marketing	Write On The Spot	Transit Happy	THINK Graphic Design	Jarrett Walker + Associates																																																
Row	WBS Number	Drawing or Item of Work - Titles	President	Senior Advisor	Public Engagement & Support	Marketing Consultant	Graphic Designer	Principal 2 and Proj Manager	Principal 1 and Proj Manager	Sr. Associate DC	Sr. Associate Portland	Sr. Associate DC	Principal	Senior Associate	Associate	Senior Engineer/Planner	Engineer/Planner	Senior Engineering Technician	Senior Project Accountant	Senior Project Coordinator	Project Coordinator	Technician	Intern	Executive Director	Administrative Director	Program Director	Community Engagement Expert	Film Director	Mentor - Youth Recruiter	Mentor - Youth Recruiter	Total Hours																								
1	a	Quarterly PASTACC Support															40.0															40																							
2	b	Multimodal Working Group Support		40.0	40.0	425.0	225.0																	24.0	24.0	80.0	40.0	120.0	40.0	40.0	1,098																								
3	c	Quarterly Countywide Transit Performance Data & Report				50.0	90.0																								140																								
4	d	Annual TDA Unmet Needs Hearing & Annual Report																													0																								
5	e	5310 Grant Program Support - 2 Cycles																													0																								
6	f	Title VI Program for Operators																													0																								
7	g	Civil Rights, DBE, Title VI, EEO, LEP for SBCTA								50.0																					50																								
8	h	ADA Compliance Technical Assistance																													0																								
9	i	Represent SBCTA with National, State & Local Organizations																													0																								
10	j	Coordinated Plan 2024-25 Update & Strategy Implementation			80.0	50.0	30.0		50.0															8.0	16.0		40.0		20.0	20.0	354																								
11	k	Short Range Transit Plan Technical Assistance	20.0						80.0									40.0													140																								
12	l	Transit & Specialized Transportation Initiatives/ Training/ Forums	24.0	24.0		60.0	70.0						50.0	50.0																	278																								
13	m	Grant Technical Content Provision						30.0								60.0															90																								
14	n	General Technical Assistance/ Special Projects & Bi-Weekly Meetings		24.0	80.0	220.0	225.0		130.0						60.0		40.0														779																								
																															0																								
		<b>Total Hours</b>	44.0	88.0	200.0	805.0	640.0	80.0	260.0	0.0	0.0	0.0	50.0	0.0	110.0	0.0	100.0	120.0	0.0	0.0	0.0	0.0	0.0	32.0	40.0	80.0	80.0	120.0	60.0	60.0	<b>2,969</b>																								

### Sub-Consultant Cost Detail Sheet

Contract: (RFP) 24-1003023		Date: 2/2/2024																																												
Detail Sheet																																														
Task Description		Jarrett Walker + Associates											Fehr & Peers										Young Visionaries																							
		Dan Boyle & Associates	Transit Marketing	Write On The Spot	Transit Happy	THINK Graphic Design																																								
Row	WBS Number	President	Senior Advisor	Public Engagement Support	Marketing Consultant	Graphic Designer	Principal 2 and Proj Manager	Principal 1 and Proj Manager	St. Associate DC	St. Associate Portland	Associate DC	Associate Portland	Intern	Principal	Senior Associate	Associate	Senior Engineer/Planner	Senior Engineer/Planner	Senior Engineering Technician	Senior Project Accountant	Senior Project Coordinator	Senior Project Coordinator	Project Coordinator	Technician	Intern	Executive Director	Administrative Director	Program Director	Community Engagement Expert	Film Director	Mentor - Youth Recruiter	Mentor - Youth Recruiter	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost	Direct Expense	Total Cost							
1	a	Quarterly PASTACC Support																																												
2	b	Multimodal Working Group Support		\$4,800.00	\$3,000.00	\$36,125.00	\$24,750.00																																							
3	c	Quarterly Countywide Transit Performance Data & Report				\$4,250.00	\$9,900.00																																							
4	d	Annual TDA Unmet Needs Hearing & Annual Report																																												
5	e	S310 Grant Program Support - 2 Cycles																																												
6	f	Title VI Program for Operators																																												
7	g	Civil Rights, DBE, Title VI, EEO, LEP for SBCTA						\$3,182.50																																						
8	h	ADA Compliance Technical Assistance																																												
9	i	Represent SBCTA with National, State & Local Organizations																																												
10	j	Coordinated Plan 2024-25 Update & Strategy Implementation			\$6,000.00	\$4,250.00	\$3,300.00			\$2,687.50		\$1,461.20															\$560.00	\$640.00		\$1,200.00		\$580.00	\$580.00	\$21,258.70	\$9,519.82	\$1,111.85	\$31,890.37	\$34,066.52	\$0.00	\$34,066.52						
11	k	Short Range Transit Plan Technical Assistance		\$1,070.00					\$4,300.00		\$1,461.20																																			
12	l	Transit & Specialized Transportation Initiatives/ Training/ Forums		\$2,364.00	\$2,880.00	\$5,100.00	\$7,700.00							\$5,839.00		\$3,149.00																														
13	m	Grant Technical Content Provision						\$1,909.50																																						
14	n	General Technical Assistance/ Special Projects & Bi-Weekly Meetings		\$2,880.00	\$6,000.00	\$18,700.00	\$24,750.00		\$6,987.50		\$1,461.20					\$3,778.80		\$2,567.40																												
		<b>Total Hours</b>		\$4,334.00	\$10,560.00	\$15,000.00	\$68,425.00	\$70,400.00	\$5,092.00	\$13,975.00	\$0.00	\$0.00	\$0.00	\$4,383.60	\$0.00	\$5,839.00	\$0.00	\$6,927.80	\$0.00	\$4,279.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,240.00	\$1,600.00	\$4,000.00	\$2,400.00	\$4,200.00	\$1,740.00	\$1,740.00	\$227,135.40	\$116,927.58	\$11,769.42	\$357,832.40	\$367,280.66	\$33,180.67	\$400,461.33						

## *Minute Action*

### AGENDA ITEM: 21

***Date:*** May 1, 2024

***Subject:***

Operators Transportation Development Act Triennial Performance Audits for Fiscal Years 2020/2021 - 2022/2023

***Recommendation:***

Receive the Transportation Development Act Triennial Performance Audit Reports for Fiscal Years 2020/2021–2022/2023 for the Mountain Area Regional Transit Authority, Morongo Basin Transit Authority, City of Needles - Needles Area Transit, Omnitrans, and Victor Valley Transit Authority.

***Background:***

In order to continue receipt of Transportation Development Act (TDA) funding, the California Public Utilities Code Sections 99246(a) and 99248 require that San Bernardino County Transportation Authority (SBCTA) designate an entity, other than itself, to perform triennial performance reviews on each of the transit operators that receive TDA funding, including SBCTA. These audits are subsequently submitted to the California Department of Transportation (Caltrans).

On July 5, 2023, the SBCTA Board of Directors approved Contract No. 23-100296 with Moore and Associates to conduct the triennial performance reviews of SBCTA and the following transit operators/claimants: Mountain Area Regional Transit Authority, Morongo Basin Transit Authority, City of Needles - Needles Area Transit, Omnitrans, and Victor Valley Transit Authority.

Attachment A is the executive summary for each bus transportation operator’s Fiscal Year (FY) 2020/2021-2022/2023 Triennial Performance Audit, which includes a review of compliance with TDA requirements, status of prior audit recommendations, and a functional review. The complete audits are being provided as support material to this agenda item. Below is the summary by agency of the prior audit recommendations, status, and the current FY 2020/2021-2022/2023 audit recommendations. SBCTA’s triennial performance review was presented in a separate item at the April Transit Committee meeting.

### **Mountain Area Regional Transit Authority (Mountain Transit)**

#### **Prior Audit Recommendations and Status**

1. Use the TDA guidelines when calculating full-time employee (FTE) equivalents.  
Status: Implemented
  
2. Ensure timely completion and submittal of the Transit Operators Financial Transaction Report to the State Controller.  
Status: Partially Implemented

In FY 2022/2023, Mountain Transit’s State Controller Report had not been submitted by the January 31, 2024 deadline and was submitted two weeks late. Of the three years, only FY 2022/2023 had a late submittal. Recommended action is two parties (Mountain Transit Entity: *San Bernardino County Transportation Authority*)

## Board of Directors Agenda Item

May 1, 2024

Page 2

and Auditors) should then touch base in early January at the latest to ensure the auditor has what it needs to prepare the report. This should minimize confusion regarding expectations and ensure ample time to prepare and submit the report on time.

3. Continue pursuit of potential revenue agreements and cooperative partnerships as part of the resetting of Mountain Transit operations.  
Status: Implemented

Current Recommendations

The audit team identified one functional finding. While this finding is not a compliance finding, the audit team believed it warranted inclusion in the report.

1. Develop a comprehensive procurement handbook (Medium Importance).  
**Auditors Comments:** During the site visit, staff indicated that while Mountain Transit does have a procurement policy, it does not have a comprehensive procurement handbook. Such a resource would provide guidance for different types of procurements and help ensure compliance for Federal Transit Administration (FTA) -assisted contracts and purchases. Mountain Transit should draw upon its existing purchasing and procurement policies and practices and document them in a procurement handbook. It should also address requirements for FTA-assisted procurements, small and micro-purchases, sole source, and informal processes.

**Morongo Basin Transit Authority (Basin Transit)**Prior Audit Recommendations and Status

1. Ensure accident, incident and road call data are reported in TransTrack Manager.  
Status: Implemented
2. Consider merits of procuring new fleet management software that would be compatible with other programs used by Basin Transit.  
Status: Implemented
3. Consult and collaborate with peer transit agencies regarding the implementation of Zero Emission Vehicle technologies.  
Status: Implemented

Current Recommendations

Based on discussions with Basin Transit staff, analysis of program performance, and a review of program compliance and function, the audit team did not have any non-compliance or functional findings.

**City of Needles Transit Services**Prior Audit Recommendations and Status

1. Ensure timely completion and submittal of the Transit Operators Financial transaction Reports to the State Controller.  
Status: Implemented

San Bernardino County Transportation Authority



2. Ensure key performance indicators as accidents, incidents, road calls, and deadhead service data are reported in TransTrack Manager.  
Status: Implemented
3. Reinstate the Google Transit trip planning tool on the Needles Transit Services web page.  
Status: Implementation in progress

The city is currently in the process of moving the entire transit webpage to an independent website – [needlestransit.com](http://needlestransit.com) – that will be funded by SBCTA and hosted and maintained by an SBCTA contractor. The city's website will have a link to connect to the transit website once it is up and running which should be within the next few months.

#### Current Recommendations

1. Use of the TDA definition of FTE equivalents could not be confirmed.

**Auditor Comments:** Ensure both the City and Transportation Concepts document all hours worked related to transit beginning with FY 2022/2023. City administrative hours may need to be allocated between fixed-route (general operations) and demand-response (specialized services) based on either actual work performed or a formula based on vehicle service hours by mode.

#### **Omnitrans**

##### Prior Audit Recommendations and Status

1. Continue pursuit of potential revenue agreements and cooperative partnerships as part of Omnitrans' revenue enhancement strategy.  
Status: Implemented
2. Continue evaluation of technology solutions and integration of administrative and operational functions.  
Status: Implemented

#### Current Recommendations

The audit team identified one functional finding. While this finding is not a compliance finding, the audit team believed it warranted inclusion in the report.

1. Omnitrans has been unable to return to full service levels due to staffing shortage.

**Auditor Comments:** Continue to evaluate recruitment and hiring practices, salary, and benefit structures, and other factors to encourage successful hiring and retention.

While a significant amount of effort has already been undertaken with respect to this issue, it is sufficiently critical to continue work on addressing the workforce shortage that it warrants inclusion in this audit. Omnitrans will not be able to fully recover from the COVID-19 pandemic – including restoring service to the desired levels based on post-COVID service planning.

**Victor Valley Transit Authority (VVTA)**  
Prior Audit Recommendations and Status

1. Calculate FTE equivalents using TDA definitions.  
 Status: Implemented
  
2. Continue pursuit of potential revenue agreements and cooperative partnerships as part of VVTA's revenue enhancement strategy.  
 Status: Implemented

Current Recommendations

Based on discussions with VVTA staff, analysis of program performance, and a review of program compliance and function, the audit team did not have any non-compliance or functional findings.

***Financial Impact:***

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

***Reviewed By:***

This item was received by the Transit Committee on April 11, 2024

***Responsible Staff:***

Nancy Strickert, Transit Manager

---

Approved  
 Board of Directors  
 Date: May 1, 2024

Witnessed By:

## ***Minute Action***

AGENDA ITEM: 22

***Date:*** May 1, 2024

***Subject:***

San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2023/2024  
Second Quarter

***Recommendation:***

Receive and file the Second Quarter San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2023/2024.

***Background:***

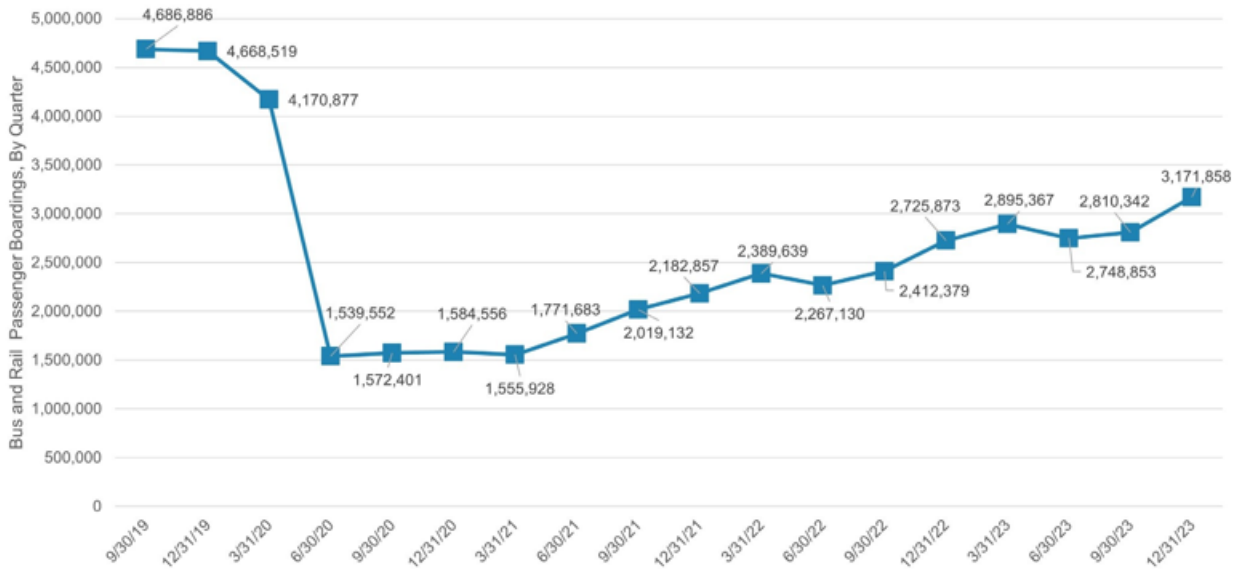
Multimodal services are an important part of how people travel throughout San Bernardino County. This is reflected in projects and programs that San Bernardino County Transportation Authority (SBCTA) is currently constructing and managing, as well as its involvement with the transit operators and the Southern California Regional Rail Authority (SCRRA). Although SBCTA's primary responsibility to the operators is to allocate funding, SBCTA is still required to be tuned in to the trends and statistics of its operators. To help facilitate this, as well as keeping the SBCTA Transit Committee and Board of Directors apprised of this information, SBCTA staff, in consultation with the transit operators, SCRRA, and AMMA Transit Planning, created the San Bernardino County Multimodal Transportation Quarterly Report (Report).

The primary source of data used in the Report is from TransTrack. TransTrack is a countywide transit performance software that the San Bernardino County (County) transit operators, except SCRRA, use to provide operations and financial data on a monthly basis. This allows SBCTA to pull data reports independently from the transit operators. The other data sources for this report came from SBCTA's rideshare program database, transit operators' staff, and their respective Board of Directors agenda reports. This allows for collaboration between SBCTA staff and the operators' staff to ensure that an accurate picture is being presented. SCRRA data is collected directly from SCRRA staff and reviewed as part of the SCRRA Member Agency Advisory Committee (MAAC) activities. SBCTA is working with SCRRA on adding access to the Arrow Service data through TransTrack for consistency.

Throughout the second quarter of Fiscal Year (FY) 2023/2024, San Bernardino County bus and rail transit operators provided 3.2 million trips system wide (as shown in Exhibit 2 on the following page). This was an increase of more than 360,000 trips from the prior quarter.

*Entity: San Bernardino County Transportation Authority*

**Exhibit 2, San Bernardino County Passenger Trips by Quarter, Fall 2019 to Winter 2023**



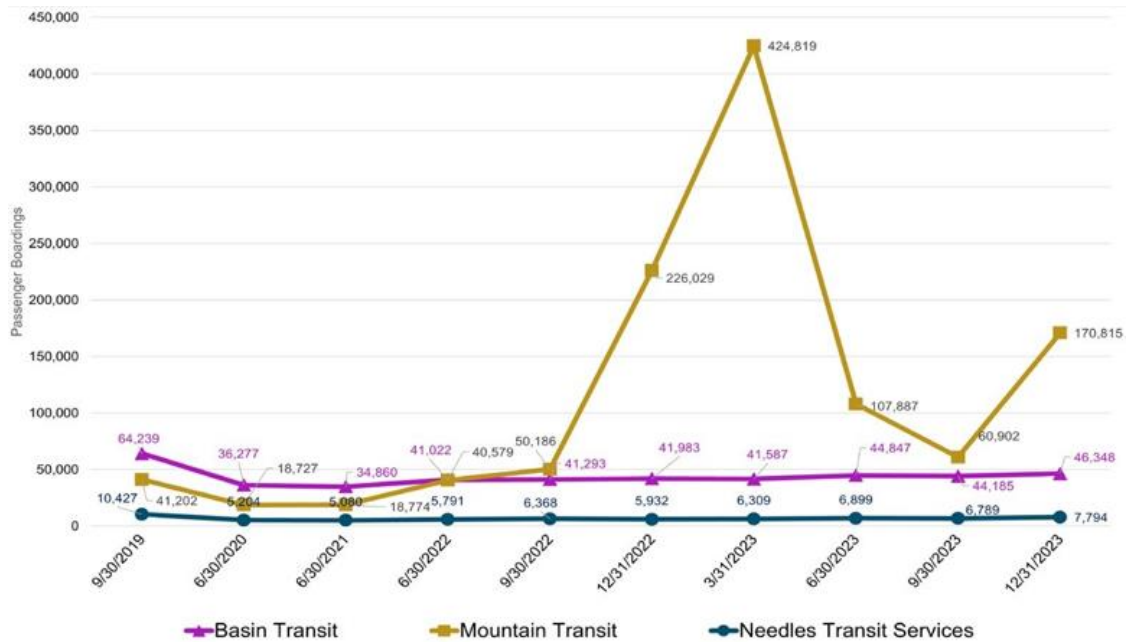
Among the larger operators, Metrolink provided 653,000 trips which was an increase of more than 57,000 trips from the prior quarter (as shown in Exhibit 3 below). More than 29,000 trips were made on the Arrow Service, which is a 34% increase from the prior quarter. Victor Valley Transit Authority (VVTA) saw an 8% increase in trips and Omnitrans also saw a 5% increase in the second quarter.

**Exhibit 3, Larger Operators' Quarterly Ridership, Fall 2019 to Winter 2023**



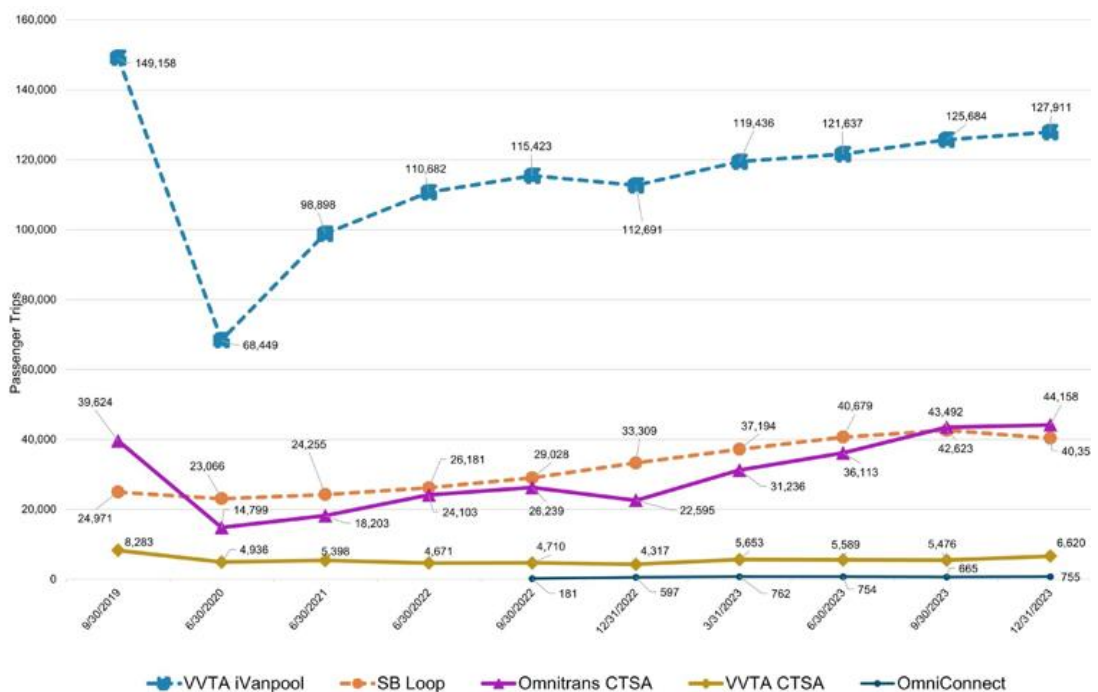
Mountain Transit seasonal ridership increased 180% from the prior quarter providing 171,000 trips (as shown in Exhibit 4 on the following page). Basin Transit's ridership saw a slight increase of 5% and Needles Transit Services saw an increase of 15% which was approximately 8,000 trips during this quarter.

**Exhibit 4, Small Operators' Quarterly Ridership, Fall 2019 to Winter 2023**



VVTA's Vanpool program saw a slight increase of 2% or 128,000 trips from the prior quarter (as shown in Exhibit 5 below). The Consolidated Transportation Services Agencies (CTSA) of Omnitrans and VVTA continue to grow slowly as vulnerable populations return to transit. Omnitrans CTSA served 44,000 trips this quarter. VVTA's smaller CTSA provided almost 6,600 trips this quarter, up 21% from the prior quarter. Finally, the OmniConnect shuttles serving Ontario International Airport commenced service just a year ago and provided almost 655 trips this quarter which was a 32% increase from the previous quarter.

**Exhibit 5, Smaller Transportation Programs' Quarterly Ridership, Fall 2019 to Winter 2023**



Board of Directors Agenda Item

May 1, 2024

Page 4

### **Current Initiatives**

To continue promoting public transit ridership and equity, in conjunction with SBCTA, the San Bernardino County transit operators will be providing free fares for Earth Day. Cities across the County are hosting Earth Day activities, which will be celebrated on Monday, April 22, 2024, and are accessible by public transit. SBCTA will sponsor free fares Saturday, Sunday and Monday for San Bernardino County's public transit operators. Free fares will also be available on Arrow Saturday through Monday; however, San Bernardino Line and the Inland Empire Orange County Line will only provide free fares on Monday, April 22. IE Commuter will also celebrate Earth Day by offering prizes for ridesharing the whole month of April.

#### ***Financial Impact:***

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

#### ***Reviewed By:***

This item was received by the Transit Committee on April 11, 2024.

#### ***Responsible Staff:***

Nancy Strickert, Transit Manager

---

Approved  
Board of Directors  
Date: May 1, 2024

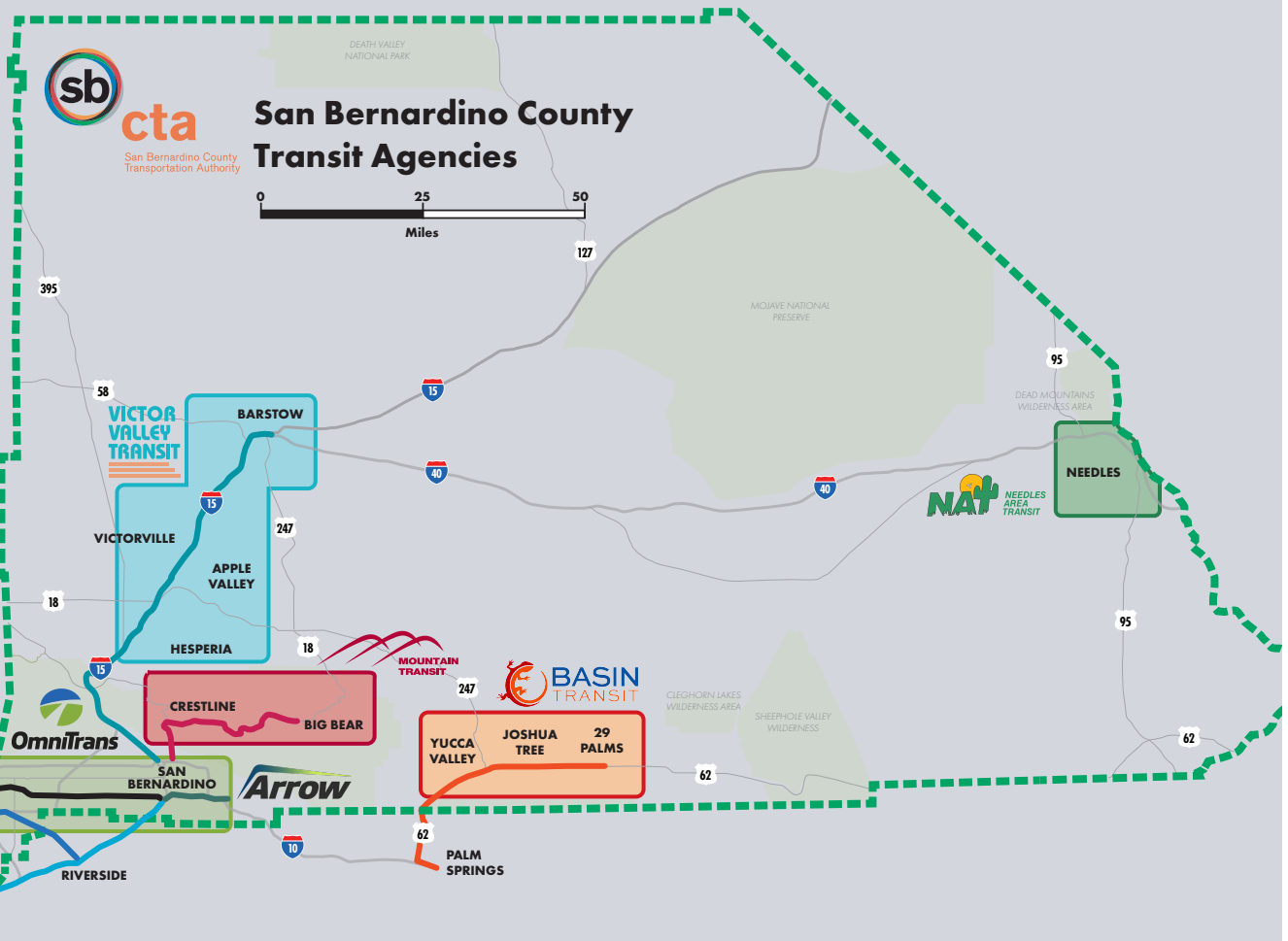
Witnessed By:



# cta

San Bernardino County  
Transportation Authority

# San Bernardino County Multimodal Transportation Quarterly Update



## Second Quarter Fiscal Year 2023/2024 Volume 5, Number 2



This page intentionally left blank.

# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

## Table of Contents

**Introduction..... 1**

**Commentary..... 2**

**Current Initiatives..... 4**

**Public Transit Bus Operators..... 7**

Omnitrans..... 7

OmniConnect..... 8

Omnitrans CTSA..... 9

Victor Valley Transit Authority..... 10

VVTA CTSA..... 11

VVTA Vanpool Program..... 12

Basin Transit..... 13

Mountain Transit..... 14

Needles Transit Services..... 15

**Rail..... 16**

Metrolink..... 16

Arrow..... 17

**Other Modes..... 18**

SBCTA Multimodal Programs..... 18

Attachment: PRINT\_SBCTA FY23\_24\_2nd Quarter\_3 27 24\_Final Draft (002) (10544 : San Bernardino County Multimodal Transportation

This page intentionally left blank.

## Introduction

All of San Bernardino County's public transit programs are showing steady, continuing recovery of ridership from low points in the summer of 2020, near the outset of the COVID-19 pandemic. This iteration of the SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT (Volume 5, Number 2), second quarter (October, November, December) of Fiscal Year 2023/2024 (FY 23/24) contrasts performance with the first quarter of the same year. Four years of public transportation performance provide additional context. Current initiatives by an Bernardino County Transportation Authority (SBCTA) and the operators to grow ridership and enhance community-level and regional transit services are also reported.

This report has two primary purposes in informing San Bernardino County policy makers, members of the general public and interested stakeholders:

1. To provide high-level information about specific transportation services and programs available.
2. To report on current initiatives and to track trends in key performance indicators.

### The County's Public Transportation Modes and Programs

San Bernardino County, during this quarter, is served by six public transit operators, providing rail, fixed-route bus services, microtransit and Americans with Disabilities Act (ADA)

#### Exhibit 1, San Bernardino County Public Transit Bus Operators



complementary paratransit services. The new Metrolink Arrow San Bernardino-Redlands train service commenced in October 2022. Its fifth quarter of service is presented in this report. The six service areas of the County's five bus operators are depicted in Exhibit 1.

- **Metrolink** – Providing passenger rail service across a 538-mile network throughout the counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura. Metrolink launched the Arrow service in October 2022, adding nine additional miles, four new stations and new Diesel Multiple Unit (DMU) trains, and connecting Downtown San Bernardino with the University of Redlands.
- **Omnitrans** – Providing services in the San Bernardino Valley, connecting to Riverside and Los Angeles counties.
- **Victor Valley Transit Authority (VVTA)** – Providing services in the Greater Victor Valley and the Barstow area, connecting to the San Bernardino Valley.
- **Basin Transit (previously Morongo Basin Transit Authority)** – Providing services in Twentynine Palms, Yucca Valley, Joshua Tree and the Morongo Valley communities, connecting to the Coachella Valley.
- **Mountain Transit** – Providing services in the Lake Arrowhead and Big Bear communities, connecting to the San Bernardino Valley.
- **Needles Transit Services** – Providing services within the City of Needles and limited connections into Arizona.

Three additional modes of transportation support San Bernardino County residents:

- **Consolidated Transportation Services Agencies (CTSAs) programs** – Specialized transportation services administered by Omnitrans and VVTA.
- **Vanpool programs** – Programs are operated by SBCTA and VVTA.
- **IE Commuter** – A rideshare program of SBCTA and Riverside County Transportation Commission (RCTC).

# Commentary

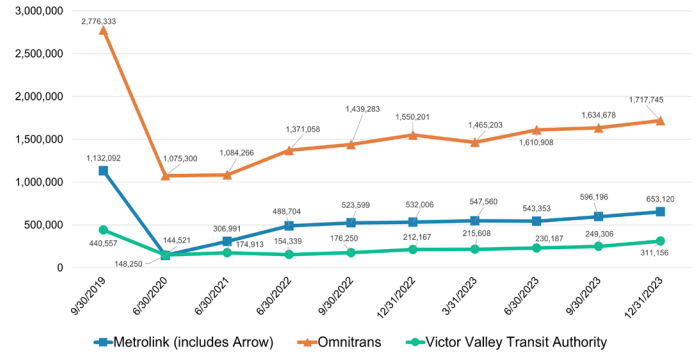
## San Bernardino County Operators Continue to Rebound

Overwhelmingly, the County's operators are continuing to recover ridership. Exhibit 2 presents ridership from the pre-pandemic fall of 2019 through the winter of 2023, the second quarter of FY 23/24. Passenger boardings are growing steadily each quarter. With 3.2 million trips provided countywide in the second quarter, ridership is now only 1.5 million trips below that of the first quarter of FY 19/20. This is 360,000 more trips served than during the first quarter of FY 23/24. In fact, several programs saw the largest increase in riders since FY19/20, as detailed in the following, operator-specific pages. Fare promotions, such as Students Free Fare for K-12; enhanced marketing by operators and by SBCTA; and operators' diligence all contributed to this ridership growth.

The larger bus and rail operators, Metrolink, Omnitrans and VVTA, represented nearly 2.7 million trips provided and 84% of all trips this quarter. This was an 8% increase over the first quarter of FY 23/24, as depicted in Exhibit 3.

Metrolink provided 653,000 trips, nearly 57,000 more trips than the immediate prior quarter on lines serving San Bernardino County. The San Bernardino Line saw a 10% increase over

Exhibit 3, Larger Operators' Quarterly Ridership, Fall 2019 to Winter 2023



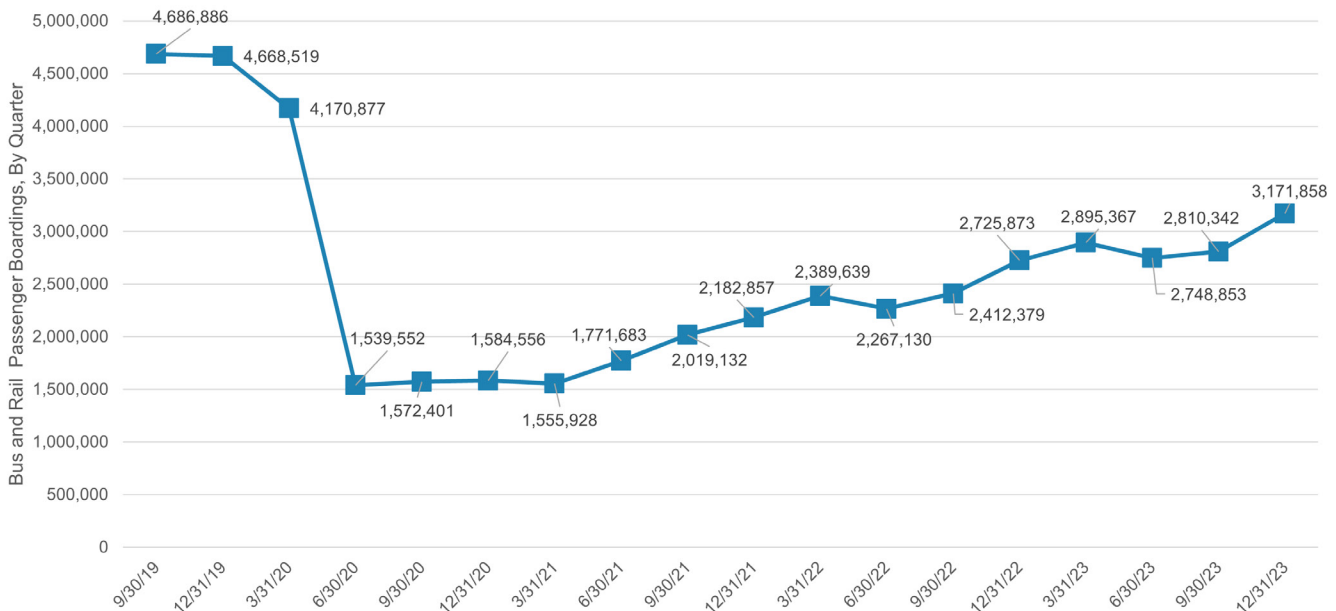
the first quarter of FY 23/24, while the Inland Empire Orange County Line saw a 4% increase over the two-quarter period. More than 29,000 trips were made on the new Arrow service, a 34% increase from first quarter trips.

Omnitrans' growth continued with 1.7 million trips systemwide in the second quarter, a 5% increase from the prior quarter.

VVTA experienced significant growth, providing more than 311,000 trips in the second quarter, a 25% increase over the first quarter of FY 23/24.

Exhibit 4 presents the steady growth of the County's smaller transit operators. Mountain Transit experienced the surge

Exhibit 2, San Bernardino County Passenger Trips by Quarter, Fall 2019 to Winter 2023



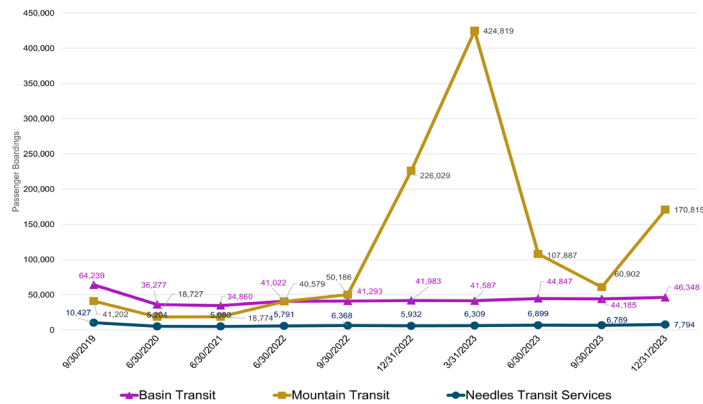
# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

of the winter season, providing nearly 171,000 passenger boardings, a staggering ski season increase of 180% over the prior quarter.

Basin Transit began to show renewed growth from the first quarter with ridership increasing slightly by 5%, or more than 2,000 trips. Basin Transit provided more than 46,000 trips during the second quarter of FY 23/24.

With an impressive 15% increase over the prior quarter, Needles Transit Services served almost 8,000 passenger trips

**Exhibit 4, Small Operators' Quarterly Ridership, Fall 2019 to Winter 2023**



during the second quarter of FY 23/24.

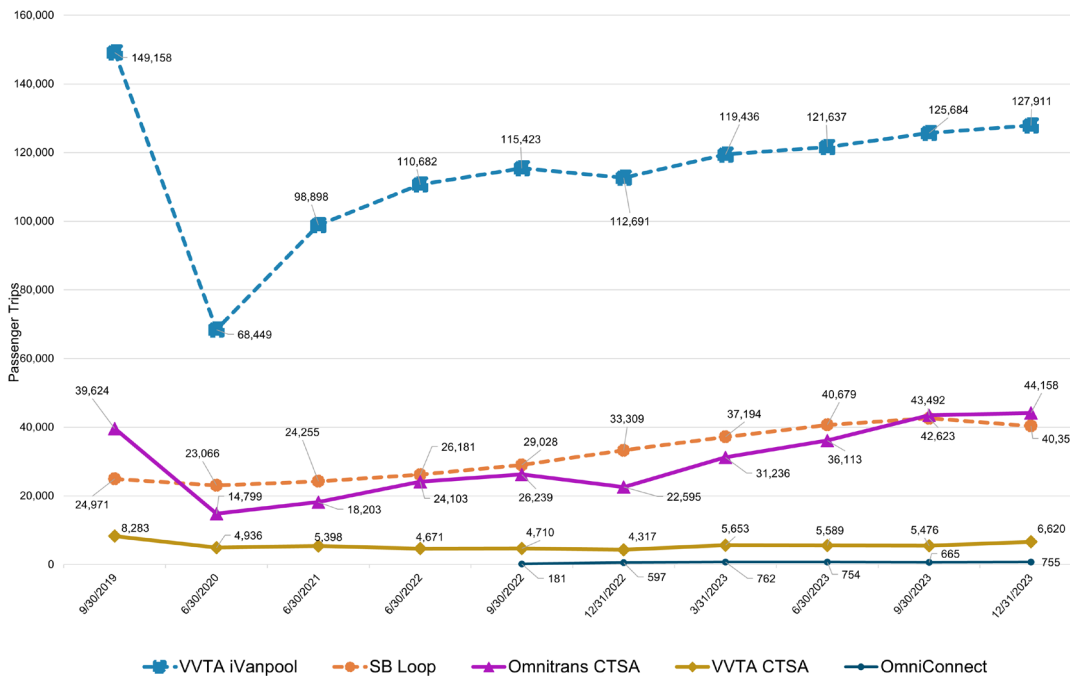
The ridership of CTSA's and the microtransit and vanpool programs are presented in Exhibit 5. The vanpool programs, VVTA's iVanpool and SBCTA's SB Loop, are represented by dotted lines.

Together, the vanpool programs saw growth, providing 168,000 trips. Individually, performance varied. SB Loop's ridership dropped this quarter, with 5% fewer, or 40,000, trips provided. Meanwhile, VVTA's iVanpool provided nearly 128,000 trips during the second quarter, a slight increase of 2% over the prior quarter.

Omnitrans and VVTA's CTSA's (Consolidated Transportation Services Agencies) are growing ridership as their more vulnerable populations increase transit trips. Omnitrans' CTSA served 44,000 trips, 2% more than the prior quarter. VVTA's smaller CTSA provided 6,600 trips during the second quarter, up 21% from the prior quarter.

The new OmniConnect microtransit services in Downtown San Bernardino and serving Ontario Airport commenced service last year. They provided 755 trips this quarter, a 14% increase over the first quarter of FY 23/24.

**Exhibit 5, Smaller Transportation Programs' Quarterly Ridership, Fall 2019 to Winter 2023**



Attachment: PRINT\_SBCTA FY23\_24\_2nd Quarter\_3 27 24\_Final Draft (002) : San Bernardino County Multimodal Transportation

# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

## Current Initiatives

This section reports on initiatives and activities by SBCTA and San Bernardino County operators to increase mobility, grow ridership and improve coordination among transit programs and providers.

### SBCTA Continuing Free Fare Programs

To continue promoting public transit ridership and equity, the SBCTA Board has approved continuing several free fare days and programs in FY 23/24 and FY 24/25. SBCTA will celebrate the following days by funding free fares on all fixed-route buses and, often, on Metrolink trains:

- **Earth Day** is celebrated on Monday, April 22, 2024 (Exhibit 6). Cities across the County are hosting Earth Day activities that are accessible by public transit. SBCTA will sponsor free fares on that Saturday,

Sunday and Monday on San Bernardino County's bus operators and Arrow. Metrolink lines other than Arrow will offer free fares on Monday.

- **Clean Air Day** falls on Wednesday, October 2, 2024. All County bus operators will offer free rides that day.
- **November Election Day:** SBCTA will sponsor free fares on San Bernardino County public transit operators on Tuesday, November 5, 2024, to enable as many as people as possible to access the polls on election day.
- **Free Fares for Students:** The SBCTA Board approved continuing the pilot program that provides free fares for K-12 students on every bus system in the County. Students will ride free for the 2024-2025 school year.

Exhibit 6, Earth Day 2024 Preliminary Promotion

**WHERE WILL YOU GO TO CELEBRATE EARTH DAY?**

- Barstow: Earth Day Celebration & Farmers Market Saturday, April 20
- Victorville: Earth Day Starts Now Saturday, April 20
- Apple Valley: Community Clean Up Day Saturday, April 20
- Big Bear: Earth Day Celebration Saturday, April 20
- Rialto: Earth Day and Open House Saturday, April 20
- Upland: Earth Day Celebration Saturday, April 20
- Ontario: Earth Day Party Monday, April 22
- Redlands: A Day of Climate Action Saturday, April 20

**Ride free all weekend on Arrow, Omnitrans, VVTA, and Mountain Transit. April 20-22**

**FREE RIDES REGIONWIDE EARTH DAY APRIL 22**

Map showing transit routes and activity icons across the region including Barstow, Victorville, Apple Valley, Big Bear, Rialto, Upland, Ontario, Redlands, and Redlands.

[gobcta.com/transit](http://gobcta.com/transit)



[gobcta.com/transit](http://gobcta.com/transit)



IT'S EASIER THAN YOU THINK.



Public Transit in the San Bernardino Region

Metrolink • Arrow • Omnitrans • VVTA • Mountain Transit • RTA • SunLine • Beaumont Transit



**IE Commuter Celebrates Earth Day During Month of April**

IE Commuter will celebrate Earth Day by offering prizes for ridesharing the whole month of April (Exhibit 7). To reduce their carbon footprint while making their commute more rewarding, participants can: 1) Create an IE Commuter account; 2) Enter the Earth Day promotion; and 3) Log rideshare commutes and/or telework days.

The promotion is open to commuters who rideshare to work (e.g. bus, train, vanpool, carpool, bike or walk) and/or telework and live and/or work in Riverside or San Bernardino counties. Participants can join by logging at least one roundtrip rideshare commute or telework day during the month of April 2024.

IE Commuter is partnering with employers to encourage participation through providing a robust marketing toolkit.

Exhibit 7, IE Commuter Earth Day 2024 Flyer



**Rideshare throughout April for a chance to win an Apple Watch!**

In celebration of Earth Day on April 22nd, rideshare throughout the month of April and you could win an Apple Watch or one of our other fantastic prizes.

**Just share the ride and follow three easy steps:**



- 1** Create an IE Commuter account
- 2** Enter our Earth Day promotion
- 3** Log your rideshare commutes and/or telework days

**The more you log, the more chances for you to win!**

See the full prize list and get started at  
**[IECommuter.org/EarthDay](https://IECommuter.org/EarthDay)**



# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

## Two Planning Efforts Shaping the County's Future Transportation Environment

Work continues toward development of SBCTA's LONG RANGE MULTIMODAL TRANSPORTATION PLAN (LRMTP), now about halfway through its 24-month planning process. The LRMTP will provide a comprehensive, multimodal transportation vision for San Bernardino County through 2045. Spring 2024 public input opportunities will solicit stakeholder reactions to the developing content.

The LRMTP draft vision is: "San Bernardino County's integrated, multimodal transportation system strengthens the health of our communities, the environment and our economy by providing safe, reliable and equitable connectivity for people and goods."

Public Transportation is one of four core elements addressed by the LRMTP, along with Highways, Goods Movement and Active Transportation. Within these, the Plan considers what sustaining these systems requires, to ensure their resilience in addressing unpredictable future trends (Exhibit 8). Strategies for improving safety and addressing equity concerns in this large county — with its mix of large urban cities and many rural communities — are identified, as well as land use policies for improving San Bernardino County's environment and public health. The Plan will provide SBCTA's policy board and staff with a guide to support funding and programming decisions over the next three decades.

The second effort underway is the INLAND EMPIRE MASTER PLAN For AGING (IE-MPA), which was developed by and being implemented by the Inland Coalition on Aging. SBCTA representatives are participating in its Transportation Working Group (Exhibit 9). Transportation for Older Adults and Persons with Disabilities was identified as one of seven domains to be addressed through the IE-MPA. The other domains include: Housing, Healthcare, Mental Health and Social Support, Caregiving, and Education and Awareness.

Along with Transportation, these emerged from a two-county needs assessment involving surveying and focus groups to hear directly from older adults and persons with disabilities as to the factors constraining their lives or that are "barriers to livability."

The Transportation Working Group will refine transportation recommendations, contributing to the IE-MPA's 3-year Roadmap for Aging Well, with actions directed to a range of stakeholders in San Bernardino and Riverside counties.

Exhibit 8, SBCTA Long Range Multimodal Transportation Plan project logo



Exhibit 9, Inland Coalition on Aging's Master Plan for Aging Brochure



Attachment: PRINT\_SBCTA FY23\_24\_2nd Quarter\_3 27 24\_Final Draft (002) (10544 : San Bernardino County Multimodal Transportation

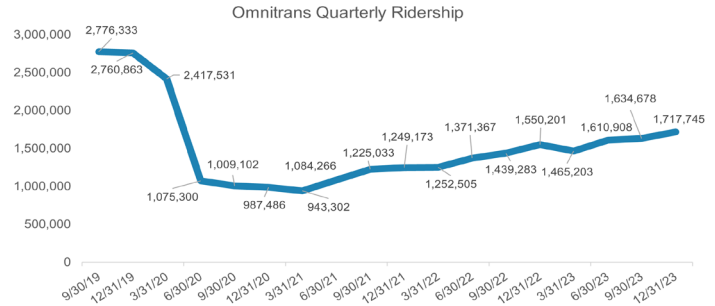
SAN BERNARDINO COUNTY MULTIMODAL  
TRANSPORTATION QUARTERLY REPORT  
Public Transit Bus Operators



### Commentary and Trends

Omnitrans' fixed-route service experienced a 5% increase during the second quarter, providing 1.7 million trips and reaching the highest total during the pandemic recovery period. Demand response remained constant during the second quarter, increasing by more than 100 trips.

Productivity increased to 11.3 trips per revenue hour, an improvement of 4%, while a 7% increase in operating cost contributed to a 7% decrease in farebox recovery.



### Performance<sup>1</sup>

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>SYSTEM Total Passenger Trips</b>	<b>1,634,678</b>		<b>1,717,745</b>	<b>5%</b>
Fixed-Route Trips <sup>2</sup>	1,596,551		1,679,507	5%
Demand Response Trips	38,127		38,238	0%
<b>SYSTEM Performance</b>				
Revenue Hours	149,852		151,790	1%
Passengers per Rev Hour	10.9		11.3	4%
Revenue Miles	2,043,208		2,062,550	1%
Passengers per Rev Mile	0.80		0.83	4%
Passenger Miles	8,206,785		8,768,915	7%
Average Trip Length (miles)	5.02		5.10	2%
<b>OPERATIONS Expense</b>				
Total Operating Cost	\$20,688,672		\$22,097,432	7%
Passenger Revenue	\$5,419,276		\$5,375,015	-1%
Farebox Recovery Ratio Systemwide	26.2%		24.3%	-7%
Cost per Revenue Mile	\$10.13		\$10.71	6%
Subsidy/Pass Trip – Systemwide	\$9.34		\$9.74	4%
Fixed-Route Cost per Trip	\$10.98		\$11.25	2%
Demand Response Cost per Trip	\$82.86		\$83.59	1%
<b>FLEET Characteristics</b>				
Vehicles in Peak Service	(Includes sbX)		(Includes sbX)	
Fixed-Route	109		109	
Demand Response	40		40	
<b>Total Vehicles in Peak Service</b>	<b>149</b>		<b>149</b>	
Battery-Operated Vehicles	4		4	

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during March 2024.

<sup>2</sup> OmniConnect performance data are also counted as fixed-route trips for Omnitrans services and should not be double counted.



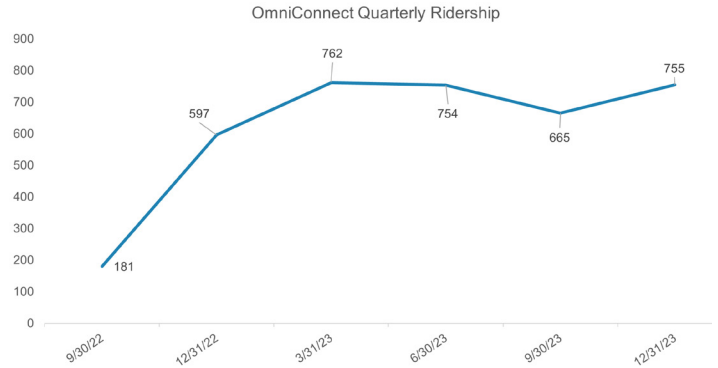
# OmniConnect Shuttle Services: ONT Connect SB Connect

## Commentary and Trends

OmniConnect provides shuttle service between the Ontario Airport and Metrolink stations on the ONT Connect and from the San Bernardino Transit Center to Downtown San Bernardino employment locations on the SB Connect.

During the second quarter of FY 23/24, OmniConnect ridership increased by 14% after a loss of ridership in the previous quarter. Route 380 ONT Connect increased ridership by 32% to 655 trips while Route 300 SB Connect experienced a 41% loss of ridership.

Total revenue hours increased slightly by 3% while revenue miles grew by 8% compared to the first quarter.



## Performance<sup>1</sup>

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>Total Passenger Trips<sup>2</sup></b>	<b>665</b>		<b>755</b>	<b>14%</b>
Route 300 SB Connect	169		100	-41%
Route 380 ONT Connect	496		655	32%
<b>Performance</b>				
Revenue Hours	2,001		2,058	3%
Passengers per Rev Hour	0.3		0.4	10%
Revenue Miles	18,600		20,004	8%
Passengers per Rev Mile	0.04		0.04	6%
<b>OPERATIONS Expense</b>				
Total Operating Cost	\$241,567		\$251,420	4%
Passenger Revenue	\$43,264		\$43,457	—
Farebox Recovery Ratio	17.9%		17.3%	—
Subsidy per Pass Trip	\$298.20		\$275.45	-8%
<b>FLEET Characteristics</b>				
Vehicles in Peak Service	2		2	
Service Area Square Mileage	31		31	
Vehicles per Square Mile	0.1		0.1	

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during March 2024.

<sup>2</sup> OmniConnect performance data are also counted as fixed-route trips for Omnitrans services and should not be double counted.

SAN BERNARDINO COUNTY MULTIMODAL  
TRANSPORTATION QUARTERLY REPORT  
Public Transit Bus Operators



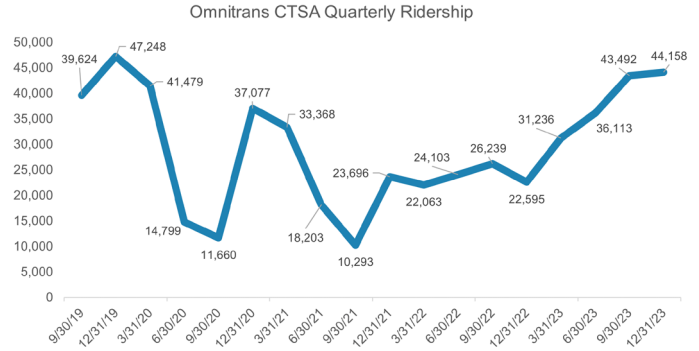
Consolidated  
Transportation  
Services Agency

Commentary and Trends

Omnitrans' CTSA programs support transportation to vulnerable populations by providing specialized transit services and through funding partnerships with human service agencies.

Total CTSA ridership increased slightly by 2% during the second quarter, with improvements in the TREP, Uber/Taxi and Travel Training programs. The second quarter's total ridership of more than 44,000 trips is the highest since the second quarter of 2019, just prior to the onset of the COVID-19 pandemic.

Service providers in the Regional Mobility Partnership program experienced a 2% decrease in ridership, a loss of more than 800 trips across the nine active specialized transportation providers.



Performance

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>TOTAL TRIPS</b>	<b>43,492</b>		<b>44,158</b>	<b>2%</b>
TREP Mileage Reimbursement Trips	5,780		6,002	4%
Uber/Taxi Ride Program Trips	3,991		5,236	31%
Travel Training Program*	43		80	86%
Regional Mobility Partnership (RMP) Trips	33,678		32,840	-2%
<i>Anthesis</i>		11,185	11,213	0%
<i>Lutheran Social Services</i>		825	991	20%
<i>City of Grand Terrace</i>		73	184	152%
<i>AgingNext</i>		5,903	6,365	8%
<i>OPARC</i>		9,166	9,639	5%
<i>City of Chino</i>		2,474	1,379	-44%
<i>Highland Senior Center</i>		1,325	1,238	-7%
<i>Loma Linda University Adult Day Health</i>		1,432	1,260	-12%
<i>City of Ontario</i>		1,295	571	-56%
<i>City of Rialto**</i>		0	0	—
<i>FAP**</i>		0	0	—
<i>City of Redlands</i>				
		<i>Ended Dec. 2022</i>		

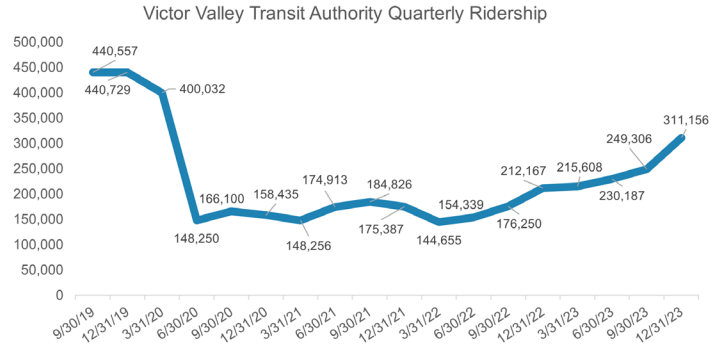
\* Reporting numbers are for number of individuals trained.  
\*\*New Regional Mobility Partnership contracts have been executed. Partners are in the process of starting their programs.





## Commentary and Trends

VVTA continues to grow ridership with a 25% increase, representing VVTA's highest trip total of the pandemic recovery period. The largest increase was for fixed-route transit, adding over 66,500 more trips, for a 32% increase. Commuter trips experienced a 2% increase in ridership while demand response trips fell by 15% despite the addition of 6 more vehicles in peak service with the introduction of micro transit service in October 2023. Operating costs held constant while passenger revenue experienced an 18% decrease. Cost per trip decreased across all modes with the most significant improvement to fixed-route trips, decreasing by 26%.



## Performance<sup>1</sup>

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>SYSTEM Total Passenger Trips</b>	<b>249,306</b>		<b>311,156</b>	<b>25%</b>
Fixed-Route Trips	207,956		274,547	32%
Commuter Bus Trips	8,314		8,505	2%
Demand Response Trips	33,036		28,104	-15%
<b>SYSTEM Performance [excludes vanpool revenue hours &amp; miles]</b>				
Revenue Hours	61,588		62,755	2%
Passengers per Rev Hour	4.0		5.0	22%
Revenue Miles	1,088,960		1,099,843	1%
Passengers per Rev Mile	0.23		0.28	24%
<b>OPERATIONS Expense [excludes vanpool expense &amp; revenue]</b>				
Total Transit Operating Cost	\$7,969,519		\$8,000,035	0%
Passenger Revenue	\$460,389		\$376,823	-18%
Farebox Recovery Ratio Systemwide	5.8%		4.7%	-18%
Cost per Revenue Mile	\$7.32		\$7.27	-1%
Subsidy/Pass Trip – Systemwide	\$30.12		\$24.50	-19%
Fixed-Route Cost per Trip	\$29.55		\$21.99	-26%
Commuter Bus Cost per Trip	\$27.53		\$26.93	-2%
Demand Response Cost per Trip	\$48.31		\$46.51	-4%
<b>FLEET Characteristics</b>				
Vehicles in Peak Service	Includes 12 Electric Vehicles		Includes 12 Electric Vehicles	
Fixed-Route	47		47	
Commuter	6		6	
Demand Response	34		40	
<b>Total Vehicles in Peak Service</b>	<b>87</b>		<b>93</b>	
Service Area Square Mileage	1,082		1,082	
Vehicles per Square Mile	0.07		0.07	

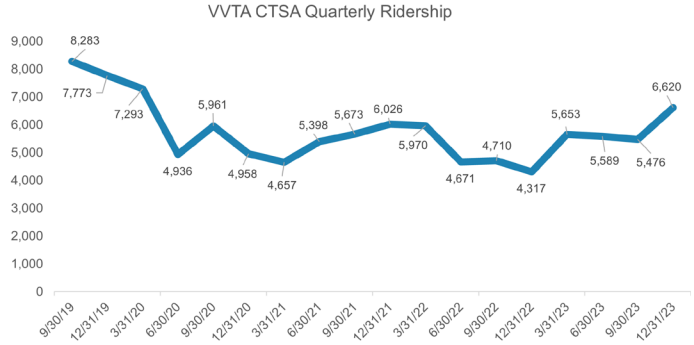
<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during March 2024.



# Consolidated Transportation Services Agency

## Commentary and Trends

VVTA's CTSA programs include a range of projects that provide specialized service for seniors and persons with disabilities. Overall, the program increased ridership by 21% during the second quarter, reaching its highest total in four years. The TRIP mileage reimbursement program increased by 14% and recorded 7% more miles reimbursed. Nonprofit providers grew by 28% overall with noticeable increases by three of the four providers. The Fare Media Scholarship program also increased utilization at 35% more trips provided. The Travel Training and Transit Ambassador programs both experienced reduced usage during the second quarter.



## Performance

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>TOTAL TRIPS</b>	<b>5,476</b>		<b>6,620</b>	<b>21%</b>
TRIP Program	3,022		3,441	14%
Nonprofit Providers	1,060		1,355	28%
<i>Foothill AIDS Project</i>		343	493	44%
<i>Abundant Living Church</i>		571	725	27%
<i>Trona Community and Senior Center</i>		101	113	12%
<i>Bonnie Baker Senior Center</i>		45	24	-47%
Travel Training Program	111		92	-17%
Fare Media Scholarship Program	1,283		1,732	35%
<b>TOTAL MILES</b>	<b>83,876</b>		<b>89,428</b>	<b>7%</b>
TRIP Program	83,876		89,428	7%
<b>TOTAL HOURS</b>	<b>68</b>		<b>52</b>	
Transit Ambassador Program	68		52	-24%

Attachment: PRINT\_SBCTA FY23\_24\_2nd Quarter\_3 27 24\_Final Draft (002) (10544 : San Bernardino County Multimodal Transportation

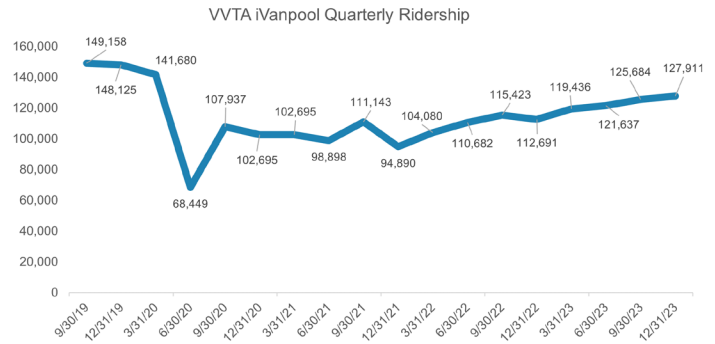




## Commentary and Trends

VVTA's vanpool program had another period of growth, adding 13 vanpools and providing 2% more trips than in the first quarter, with almost 128,000 unlinked passenger trips.

All vanpools are eligible to receive up to \$500 per month in program subsidy toward the cost of a vanpool. This subsidy increased by 7% during the second quarter to nearly \$372,000. Passenger participation fees that cover the remaining vanpool costs decreased by 5% to almost \$308,000. The additional vanpools generated an additional 1,000 revenue hours and 6,200 additional revenue miles.



## Performance

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>Performance</b>				
Number of Vanpools	195		208	7%
Revenue Miles	1,348,557		1,354,840	0%
Revenue Hours	26,702		27,800	4%
Unlinked Passenger Trips	125,684		127,911	2%
Passenger Miles	6,287,793		6,384,636	2%
Subsidies Disbursed	\$348,481		\$371,960	7%
Participation Fees	\$325,432		\$307,946	-5%

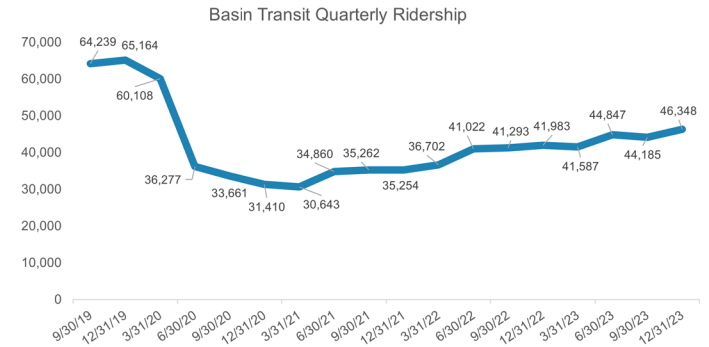


## Commentary and Trends

Basin Transit’s ridership increased by 5% during the second quarter of FY 23/24, providing an additional 2,000 trips systemwide. Fixed-route service generated the largest increase of the three modes of service at 5% while commuter bus service saw a modest 2% increase. Demand response service had a nominal increase of 128 trips, resulting in less than 1% change.

Revenue hours increased by 6% and revenue miles increased by 2%, with relatively no change in passengers per hour and per mile. Total operating cost increased by 4% while passenger revenue fell by 3%, reducing systemwide farebox recovery by 6% during the second quarter.

The TREP mileage reimbursement program served two more clients and provided 19% more trips, while reimbursing 22% more miles than during the first quarter.



## Performance<sup>1</sup>

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>SYSTEM Total Passenger Trips</b>	<b>44,185</b>		<b>46,348</b>	<b>5%</b>
Fixed-Route Trips	38,769		40,761	5%
Commuter Bus Trips	1,850		1,893	2%
Demand Response Trips	3,566		3,694	0%
<b>SYSTEM Performance</b>				
Revenue Hours	7,513		7,993	6%
Passengers per Rev Hour	5.9		5.8	0%
Revenue Miles	150,291		153,796	2%
Passengers per Rev Mile	0.29		0.30	0%
<b>OPERATIONS Expense</b>				
Total Operating Cost	\$1,054,626		\$1,094,842	4%
Passenger Revenue	\$90,522		\$88,139	-3%
Farebox Recovery Ratio Systemwide	8.6%		8.1%	-6%
Cost per Revenue Mile	\$7.02		\$7.12	1%
Subsidy/Pass Trip – Systemwide	\$21.82		\$21.72	0%
Fixed-Route Cost per Trip	\$19.60		\$19.05	-3%
Commuter Bus Cost per Trip	\$51.35		\$57.42	12%
Demand Response Cost per Trip	\$56.03		\$56.74	1%
<b>TREP Mileage Reimbursement Program</b>				
TREP Clients	186		188	1%
TREP Trips	1,054		1,256	19%
TREP Miles Reimbursed	22,654		27,661	22%
Mileage Reimbursement Cost	\$6,796		\$8,298	22%
<b>FLEET Characteristics</b>				
Vehicles in Peak Service				
Fixed-Route/Commuter	9		9	
Demand Response	4		4	
<b>Total Vehicles in Peak Service</b>	<b>13</b>		<b>13</b>	
Service Area Square Mileage	1,300		1,300	
Vehicles per Square Mile	0.01		0.01	

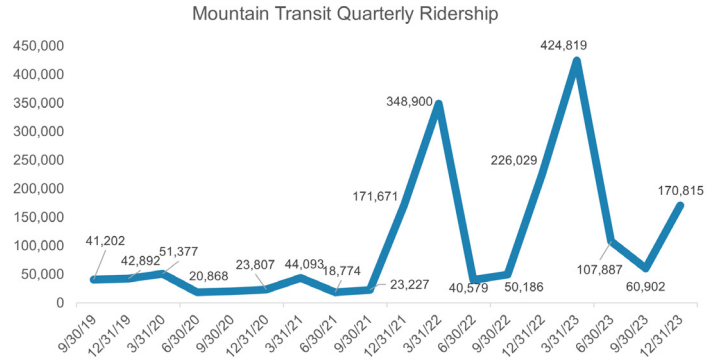
<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during March 2024.

SAN BERNARDINO COUNTY MULTIMODAL  
TRANSPORTATION QUARTERLY REPORT  
Public Transit Bus Operators



### Commentary and Trends

Mountain Transit's ridership increased significantly during the second quarter with the start of the winter snow season and introduction of seasonal service to the ski lifts. The increase represents almost 110,000 additional trips, or 180%, more than the first quarter. Ridership on commuter off-the-mountain and demand response services both increased by 2% compared to the previous quarter. Revenue hours only increased by 15%, contributing to a 143% increase in passengers carried per revenue hour. Operating costs increased slightly by 7%, while passenger revenue, augmented by contributions from local sponsors, increased by 417%, or more than \$251,800, raising the farebox recovery ratio to 18.5% overall.



### Performance<sup>1</sup>

	1st Quarter (Jul-Aug-Sep)	2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24	Current Year FY 23/24	% change from 1st Quarter
<b>SYSTEM Total Passenger Trips</b>	60,902	170,815	180%
Fixed-Route Trips	55,837	165,663	197%
Commuter Bus Trips	1,804	1,836	2%
Demand Response Trips	3,261	3,316	2%
<b>SYSTEM Performance</b>			
Revenue Hours	12,436	14,357	15%
Passengers per Rev Hour	4.9	11.9	143%
Revenue Miles	188,872	208,150	10%
Passengers per Rev Mile	0.32	0.82	154%
<b>OPERATIONS Expense</b>			
Total Operating Cost	\$1,580,154	\$1,689,143	7%
Passenger Revenue	\$60,355	\$312,210	417%
Farebox Recovery Ratio Systemwide	3.8%	18.5%	384%
Costs per Revenue Mile	\$8.37	\$8.12	-3%
Subsidy/Pass Trip – Systemwide	\$24.95	\$8.06	-68%
Fixed-Route Cost per Trip	\$18.80	\$7.95	-58%
Commuter Bus Cost per Trip	\$149.20	\$76.53	-49%
Demand Response Cost per Trip	\$80.19	\$69.76	-13%
<b>FLEET Characteristics</b>			
Vehicles in Peak Service			
Fixed-Route	12	12	
Demand Response	4	4	
Off the Mountain	2	2	
Seasonal Service	0	14	
Airport Shuttle	1	1	
<b>Total Vehicles in Peak Service</b>	<b>19</b>	<b>33</b>	
Service Area Square Mileage	269	269	
Vehicles per Square Mile	0.05	0.05	

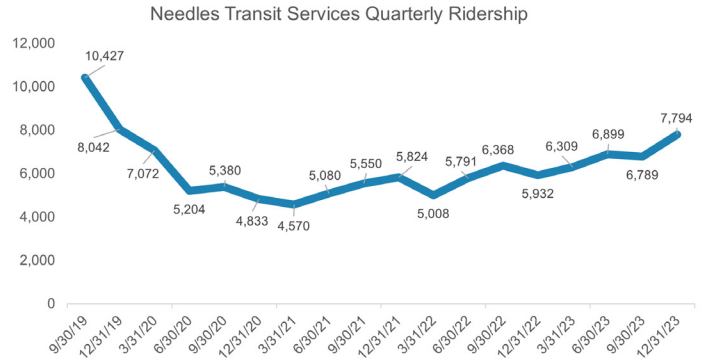
<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during March 2024.



# Needles Transit Services

## Commentary and Trends

Needles Transit Services increased total ridership by 15% or more than 1,000 trips during the second quarter, the highest ridership total since December 2019. Fixed-route trips increased 23% compared to an 11% decrease in ridership on the senior and medical Dial-A-Ride and shopper shuttle programs. There was almost no change in revenue hours contributing to an increase of 15% in passengers carried per hour. Revenue miles dropped slightly by 1%. Operating costs decreased by 2%, while the 73% decrease in passenger revenue is attributed to a large purchase of bus passes by San Bernardino County during the first quarter.



## Performance<sup>1</sup>

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>SYSTEM Total Passenger Trips</b>	<b>6,789</b>		<b>7,794</b>	<b>15%</b>
Fixed-Route Trips	5,145		6,339	23%
Demand Response Trips	1,644		1,455	-11%
<b>SYSTEM Performance</b>				
Revenue Hours	1,247		1,241	0%
Passengers per Rev Hour	5.4		6.3	15%
Revenue Miles	15,774		15,582	-1%
Passengers per Rev Mile	0.43		0.50	16%
<b>OPERATIONS Expense</b>				
Total Operating Cost	\$148,356		\$145,830	-2%
Passenger Revenue	\$18,974		\$5,093	-73%
Farebox Recovery Ratio Systemwide	12.8%		3.5%	-73%
Costs per Revenue Mile	\$9.41		\$9.36	0%
Subsidy/Pass Trip – Systemwide	\$19.06		\$18.06	-5%
Fixed-Route Cost per Trip	\$23.07		\$17.80	-23%
Demand Response Cost per Trip	\$18.03		\$19.18	6%
<b>FLEET Characteristics</b>				
Vehicles in Peak Service				
Fixed-Route			1	
Demand Response			1	
<b>Total Vehicles in Peak Service</b>			<b>2</b>	
Service Area Square Mileage			31	
Vehicles per Square Mile			0.06	

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during March 2024.

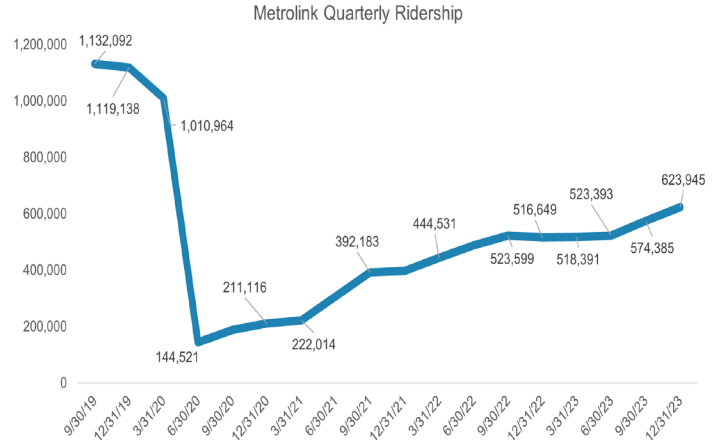
# METROLINK

## Commentary and Trends

Metrolink service experienced its highest ridership total since the third quarter of FY 19/20 at 623,945 trips on the San Bernardino and Inland Empire Orange County lines. Ridership on the San Bernardino Line (SBL) increased by 10% and the Inland Empire Orange County Line (IEOCL) increased by 4% compared to the previous quarter. Notably, ridership increased despite a systemwide maintenance closure from December 26 to December 29, 2023..

San Bernardino County station boardings increased on all lines where the IEOCL boardings increased by 23%, San Bernardino Line boardings by 7% and Riverside Line boardings by 2%. Passenger miles traveled increased on the SBL by 12% while decreasing by 4% on the IEOCL.

Operating costs are reported on an annual basis and are not yet available for FY 23/24.



## Performance<sup>1</sup>

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>SYSTEM Passenger Boardings by Line</b>				
TOTAL San Bernardino Line (SBL)	419,534		463,519	10%
TOTAL Inland Empire Orange County Line (IEOCL)	154,851		160,426	4%
Boardings at San Bernardino County Stations:				
San Bernardino Line	130,757		139,784	7%
IEOC Line	4,761		5,855	23%
Riverside Line	7,440		7,554	2%
<b>FINANCIAL - Total San Bernardino Line w/ MOW<sup>1</sup></b>				
Operating Cost SB Line				
Farebox Revenue SB Line	N/A		N/A	
Farebox Recovery Ratio SB Line				
<b>FINANCIAL - Total IEOC Line w/ MOW<sup>1</sup></b>				
Operating Cost IEOC Line				
Farebox Revenue IEOC Line	N/A		N/A	
Farebox Recovery Ratio IEOC Line				
<b>PERFORMANCE MEASURES - San Bernardino Line</b>				
Passenger Miles	15,142,471		16,993,584	12%
Average Passenger Trip Length	36.1		36.5	1%
<b>PERFORMANCE MEASURES - IEOC Line</b>				
Passenger Miles	5,379,951		5,155,954	-4%
Average Passenger Trip Length	34.7		34.1	-2%
<b>SERVICE LEVELS</b>				
San Bernardino Line				
# of trains per weekday WB	18		18	
# of trains per weekday EB	18		18	
# of trains per Saturday WB/EB	8		8	
# of trains per Sunday WB/EB	8		8	
IEOC Line - with stops in San Bernardino County				
# of trains per weekday WB	7		7	
# of trains per weekday EB	7		7	
# of trains per weekend WB	2		2	
# of trains per weekend EB	2		2	

<sup>1</sup> Metrolink conducts reconciliation on an annual, not quarterly, basis. Figures presented here are subject to change following the reconciliation process.



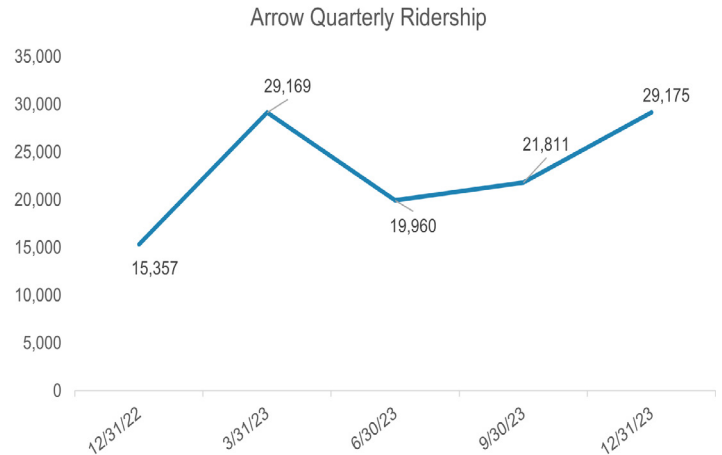
## Commentary and Trends

MetroLink’s Arrow service launched on October 24, 2022, adding nine miles of track and four new stations between Downtown San Bernardino with the University of Redlands MetroLink Station.

During the second quarter of FY 23/24, Arrow boardings increased by 34%, an increase in 7,364 riders compared to the first quarter and marking the highest quarterly ridership total since the service launched. This success can be attributed to the Student Adventure Pass pilot program, which provides free rides for any student with valid school identification.

Passenger miles, or the cumulative sum of the distances ridden by each passenger, increased by 70% during this reporting period with an average passenger trip length of 9.7 miles.

Financial information and additional performance measures will be reported here as it becomes available.



## Performance<sup>1</sup>

	1st Quarter (Jul-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24		Current Year FY 23/24	% change from 1st Quarter
<b>Passenger Boardings</b>				
Total Passenger Boardings	21,811		29,175	34%
<b>FINANCIAL</b>				
Operating Cost				
Farebox Revenue	N/A		N/A	
Farebox Recovery Ratio				
<b>PERFORMANCE MEASURES - Arrow</b>				
Passenger Miles	147,839		251,187	70%
Average Passenger Trip Length	6.8		9.7	43%
<b>SERVICE LEVELS</b>				
# of trains per weekday WB	25		25	
# of trains per weekday EB	25		25	
# of trains per Saturday WB/EB	16		16	
# of trains per Sunday WB/EB	16		16	

<sup>1</sup> MetroLink conducts reconciliation on an annual, not quarterly, basis. Figures presented here are subject to change following the reconciliation process.





# Multimodal Programs



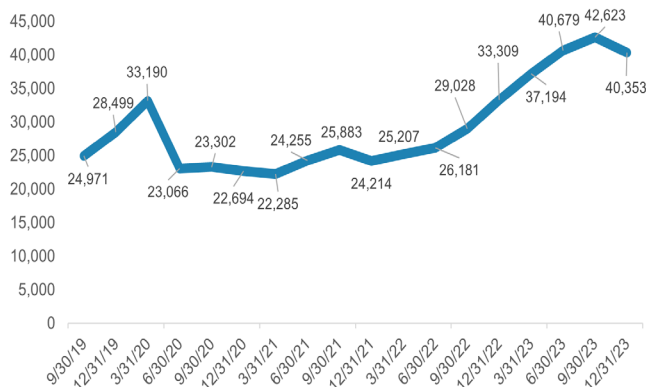
## Commentary and Trends SB Loop

SB Loop is a vanpool program for the County that provides up to 50% or a maximum of \$600 per month to organized vanpools toward the lease of a qualifying vehicle. The service area includes trips with destinations in the Valley, the Mountain Communities, the Colorado River Basin and the Morongo Valley. During the second quarter of FY 23/24, SB Loop continued to support 79 vanpools that provided more than 40,300 trips, a decrease of 5% from the first quarter of FY 23/24. Financial support resulted in \$133,500 in disbursed subsidies, a modest increase of 1% from the previous quarter, representing a subsidy per passenger trip of \$3.31. Vanpool participants contributed \$297,500 toward the cost of operating vanpools. The overall cost per trip for SB Loop was \$10.68, an increase of 2% over the previous quarter.

## Performance

SB Loop	1st Quarter (July-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24	Current Year FY 23/24	Current Year FY 23/24	% change from 1st quarter
<b>SYSTEM Totals</b>				
Number of Vanpools	79	79		0%
Vanpool Passenger Trips	42,623	40,353		-5%
<b>SYSTEM Performance</b>				
Passenger Miles	1,698,817	1,600,416		-6%
Passengers/Miles	39.9	39.7		0%
<b>OPERATIONS Expense</b>				
Subsidies Disbursed	\$132,068	\$133,521		1%
Participation Fees	\$312,890	\$297,569		-5%
Subsidy per Passenger Trip	\$3.10	\$3.31		7%
Average Cost per Passenger Trip	\$10.44	\$10.68		2%

SB Loop Quarterly Ridership



## Rideshare

IE Commuter is a ridesharing program of the Riverside County Transportation Commission and SBCTA, working to reduce traffic and improve air quality in the region by helping businesses develop employee rideshare programs.

IE Commuter worked with three fewer employers than the previous quarter but increased the number of work sites served by 34%, or 280 more sites. The number of total IE Commuter accounts decreased slightly, but the number of active accounts for ridematching increased by 5%.

Employer ridesharing activities in the second quarter resulted in more than 65,500 vehicle trip reductions and almost 2.2 million reduced vehicle miles traveled. Employer programs also resulted in a reduction of almost 1.8 million pounds of greenhouse gas emissions.

The total number of participants receiving incentives was relatively unchanged, but vehicle trip reductions increased by 50%.

## Performance

IE Commuter	1st Quarter (July-Aug-Sep)		2nd Quarter (Oct-Nov-Dec)	
	Current Year FY 23/24	Current Year FY 23/24	Current Year FY 23/24	% change from 1st quarter
<b>PROGRAM Totals</b>				
Total Number of Employers	108	105		-3%
Total Number of Employer Worksites	818	1,098		34%
Total Number of IE Commuter Accounts	103,374	102,248		-1%
Number of Accounts Active for Ridematching	14,580	15,295		5%
<b>EMPLOYER Totals*</b>				
Total Employers Surveyed	7	5		-29%
Total Commuters Surveyed	15,751	5,763		-63%
Vehicle Trip Reductions (VTR)	190,190	62,525		-67%
Vehicle Miles Traveled (VMT) Reduced	2,905,978	2,179,639		-25%
Greenhouse Gas Emissions (GHG) Reduced (lbs)	4,863,749	1,776,213		-63%
<b>INCENTIVE Totals</b>				
Total Participants	1,216	1,217		0%
Vehicle Trip Reductions (VTR)	15,756	23,586		50%
Vehicle Miles Traveled (VMT) Reduced	580,495	861,251		48%
Greenhouse Gas (GHG) Emissions Reduced (lbs)	613,661	649,412		6%

\*Employer totals fluctuate month-to-month due to varying dates that employers are required to survey per local air district rules.



# WHERE WILL YOU GO TO CELEBRATE EARTH DAY?

Attachment: Print\_Earth Day Exhibit 6\_1 (10544 : San Bernardino County



Ride free all weekend on Arrow, Omnitrans, VVTA, and Mountain Transit, April 20-22

# FREE RIDES REGIONWIDE EARTH DAY APRIL 22

22.c

Attachment: Print\_Earth Day Exhibit 6b\_1 (10544 : San Bernardino County



Packet Pg. 415



# FY 2023/2024 Second Quarter Multimodal Transportation Quarterly Update

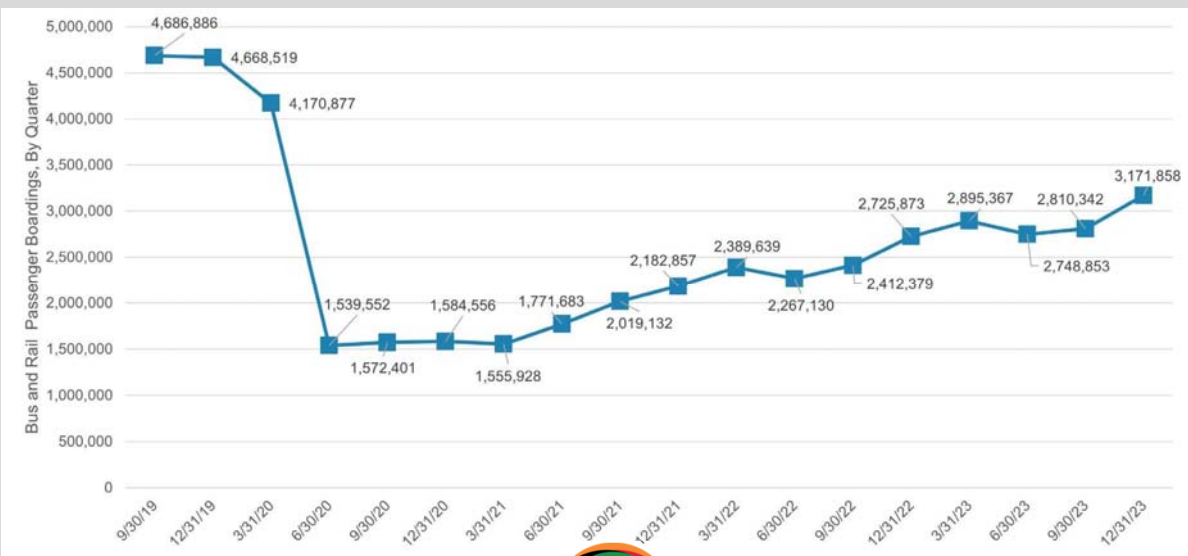
Nancy Strickert  
Transit Manager



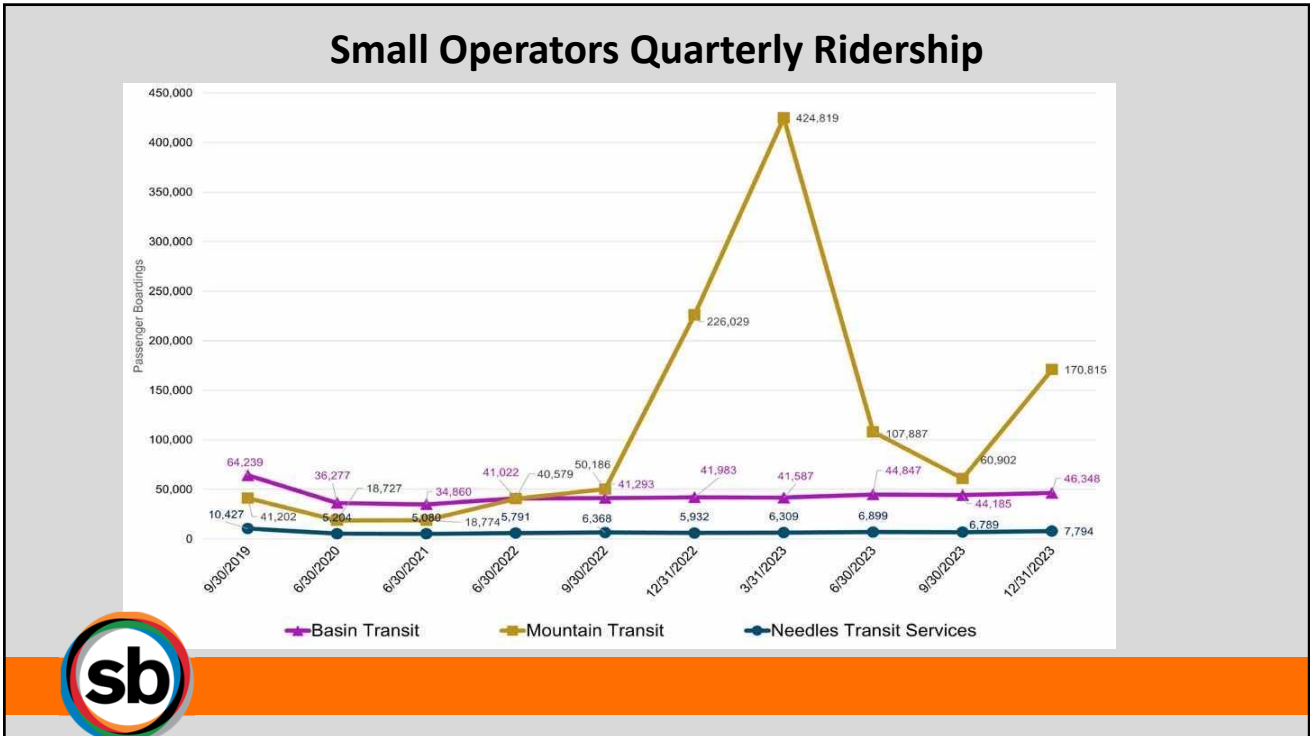
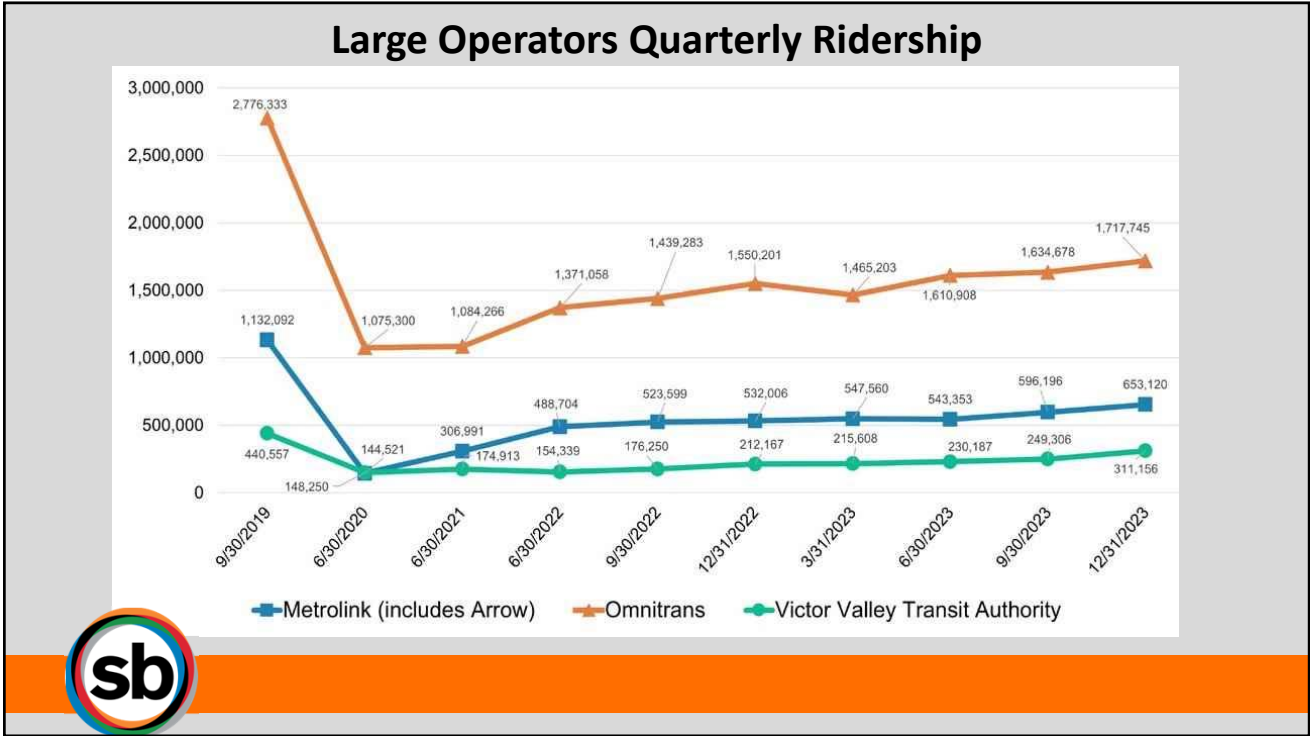
cta

San Bernardino County  
Transportation Authority

## Countywide Quarterly Ridership Total (All Modes)

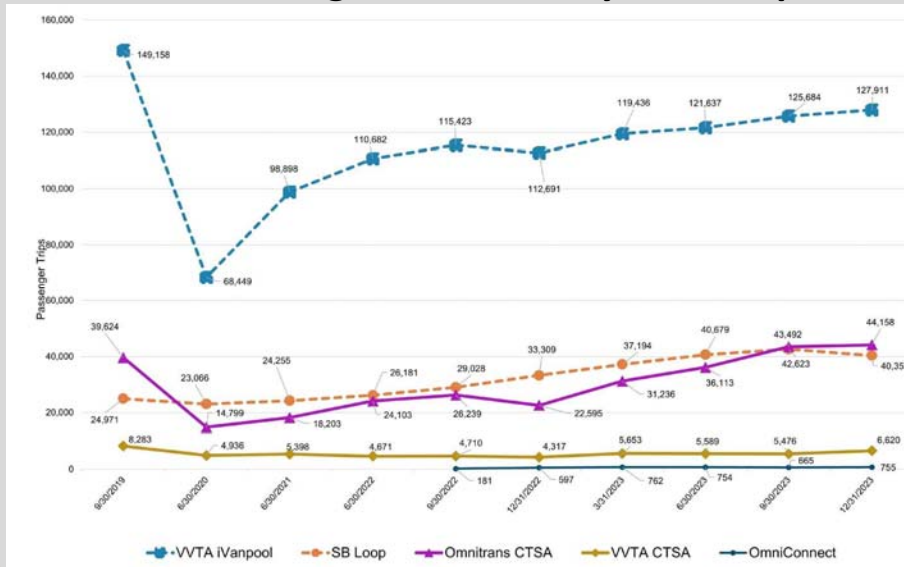


Attachment: Print\_2023.2024 2nd Quarter PP PDF (10544 : San Bernardino County Multimodal Transportation Quarterly Update)



Attachment: Print\_2023.2024 2nd Quarter PP PDF (10544 : San Bernardino County Multimodal Transportation Quarterly Update)

### Small Programs Quarterly Ridership



### Current Initiatives

#### WHERE WILL YOU GO TO CELEBRATE EARTH DAY?

**Earth Day Starts Now** Saturday, April 20 - Victorville

**Earth Day Celebration & Farmers Market** Saturday, April 20 - Burdick

**Community Cleanup Day** Saturday, April 20 - Apple Valley

**Earth Day and Open House** Saturday, April 20 - Rialto

**Earth Day Celebration** Saturday, April 20 - Upland

**Earth Day Party** Monday, April 22 - Ontario

**Earth Day Celebration** Saturday, April 20 - Apple Valley

**A Day of Climate Action** Saturday, April 20 - Redlands

Ride free all weekend on Arrow, Omnitrans, VVTA, and Mountain Transit. April 20-22

#### FREE RIDES REGIONWIDE EARTH DAY APRIL 22

Los Angeles, Anaheim, San Diego, San Francisco, Sacramento, San Jose, Santa Ana, and many other transit agencies are participating.

gosbcta.com/transit



## *Minute Action*

AGENDA ITEM: 23

***Date:*** May 1, 2024

***Subject:***

Amendment No. 2 to Agreement No. 15-1001265 with Omnitrans for Vanpool Program Sub-Recipient Agreement

***Recommendation:***

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

Approve Amendment No. 2 to Agreement No. 15-1001265, a sub-recipient funding agreement between SBCTA and Omnitrans, adding an additional \$2,033,064 in Omnitrans' Fiscal Year 2025 §5307 grant application to the Federal Transit Administration for SBCTA's Vanpool Subsidy Program.

***Background:***

In November 2014, the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved the development and implementation of a Countywide Vanpool Subsidy Program branded as SB Loop, followed by an action in November 2015 to approve a sub-recipient agreement with Omnitrans to flow \$4,000,000 of Federal Congestion Mitigation and Air Quality funds through the Federal Transit Administration (FTA) to initially fund the program. SB Loop was launched in September 2018 and has generated \$2,033,064 in FTA 5307 revenue through Fiscal Year 2022/2023. The initial FTA seed grant is nearing close out, and the additional FTA 5307 generated funds are requested to be included in Omnitrans 2025 FTA 5307 grant application for ongoing program operations of SB Loop. The program is estimated to generate two dollars in FTA 5307 funds for every one dollar spent on operating expenses.

SB Loop mirrors many other County Transportation Commissions' programs in which the vanpool group receives up to \$600, which is provided directly to the vehicle providers to reduce the cost to rent a vanpool vehicle. In return, the vanpool groups follow SBCTA's program guidelines and provide monthly reporting. The monthly reporting is used to report into the National Transit Database (NTD), which generates additional FTA 5307 revenue for SBCTA. The additional revenue is generated based on vehicle and passenger miles traveled and reported to the FTA NTD which, by formula, increases the amount of FTA 5307 revenue being designated for a specific area. The FTA 5307 funding generated is expected to sustain the program on an on-going basis.

***Financial Impact:***

The Project is included in the adopted Budget for Fiscal Year 2023/2024 and the proposed Budget for Fiscal Year 2024/2025. As a sub-recipient to Omnitrans, SBCTA will receive \$2,033,064 in Federal Transit Administration 5307 funds generated from SBCTA's vanpool program, in Program 30, Transit.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 11, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft amendment.

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item  
May 1, 2024  
Page 2

***Responsible Staff:***

Nicole Soto, Multimodal Mobility Programs Administrator

---

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

San Bernardino County Transportation Authority



**General Contract Information**

Contract No: 15-1001265 Amendment No.: 2  
 Contract Class: Receivable Department: Transit  
 Customer ID: OMNI FTA Customer Name: Omnitrans  
 Description: Sub-Recipient Funding Agreement for SBCTA Vanpool Program  
 List Any Accounts Payable Related Contract Nos.: 15-1001265 (A/P)

**Dollar Amount**

Original Contract	\$ 4,000,000.00	Original Contingency	\$ -
Prior Amendments	\$ -	Prior Amendments	\$ -
Prior Contingency Released	\$ -	Prior Contingency Released (-)	\$ -
Current Amendment	\$ 2,033,064.00	Current Amendment	\$ -
<b>Total/Revised Contract Value</b>	<b>\$ 6,033,064.00</b>	<b>Total Contingency Value</b>	<b>\$ -</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>		<b>\$ 6,033,064.00</b>	

**Contract Authorization**

Board of Directors Date: 05/01/2024 Board Item # 10545

**Contract Management (Internal Purposes Only)**

Federal Funding Agreement N/A

**Accounts Receivable**

Total Contract Funding: \$ 6,033,064.00 Funding Agreement No: 15-1001265  
 Beginning POP Date: 11/05/2015 Ending POP Date: 12/31/2039 Final Billing Date: 06/30/2040  
 Expiration Date: 12/31/2039 Fund Admin: Yes  
 Parent Contract 15-1001265 PM Description Vanpool Program CMAQ flex tracking Agreement w/ Omnitrans  
 Z-Related Contracts 16-1001446

Sub-							Sub-						
GL	Fund	Prog	Task	Task	Revenue	Total Contract Funding:	GL	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
	2122	30	0383	0000	42107020	6,033,064.00							-
GL:						-	GL:						-
GL:						-	GL:						-
GL:						-	GL:						-
GL:						-	GL:						-
GL:						-	GL:						-
GL:						-	GL:						-
GL:						-	GL:						-
GL:						-	GL:						-

Nicole Soto Project Manager (Print Name) Victor Lopez Task Manager (Print Name)

Additional Notes:

Attachment: CSS - A/R (10545 : Amendment No. 2 to Agreement No. 15-1001265 with Omnitrans for Vanpool Program Sub-Recipient Agmt)

**General Contract Information**

Contract No: 15-1001265 Amendment No.: 2  
 Contract Class: Payable Department: Transit  
 Vendor No.: 01568 Vendor Name: Omnitrans  
 Description: Sub-Recipient Funding Agreement for SBCTA Vanpool Program - Payable

Dollar Amount					
Original Contract	\$	160,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment			Current Amendment	\$	-
<b>Total/Revised Contract Value</b>		<b>\$ 160,000.00</b>	<b>Total Contingency Value</b>		<b>\$ -</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>					<b>\$ 160,000.00</b>

**Contract Authorization**

Board of Directors Date: 05/01/2024 Board Item # 10545

**Contract Management (Internal Purposes Only)**

Administrative (internal tracking only) N/A Sole Source? N/A N/A  
 Federal Funding Agreement N/A

**Accounts Payable**

Estimated Start Date: 11/05/2015 Expiration Date: 12/31/2039 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL: 2122	30	0383	0000	52001	42107020		FTA 5307 CA-2017-040-00	160,000.00	-
GL:								160,000.00	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-

Nicole Soto Victor Lopez  
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:  
 \_\_\_\_\_

Attachment: CSS - A/P (10545 : Amendment No. 2 to Agreement No. 15-1001265 with Omnitrans for Vanpool Program Sub-Recipient Agmt)

**AMENDMENT NO. 2 TO CONTRACT NO. 15-1001265**  
**BETWEEN**  
**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**OMNITRANS**  
**FOR**  
**FUNDING AGREEMENT FOR COUNTY WIDE VANPOOL PROGRAM**

This Amendment No. 2 to Contract No. 15-1001265 is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Omnitrans, a Joint Powers Authority (“Omnitrans”) whose address is 1700 W. Fifth Street, San Bernardino, CA 92411. SBCTA and Omnitrans are each a “Party” and collectively the “Parties”.

**RECITALS**

- A. On November 5, 2015, San Bernardino County Transportation Authority (“SBCTA”) and Omnitrans entered into Contract No. 15-1001265 (“Contract”), setting forth the terms and conditions for a Funding Agreement for SBCTA’s County Wide Vanpool Program; and
- B. On May 2, 2022, the Parties executed Amendment No. 1 to Contract, modifying the contract term and administrative expense obligations, and updating references to San Bernardino Associated Governments (SANBAG) to SBCTA; and
- C. SBCTA and OMNITRANS desire to modify the obligations of Omnitrans.

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

1. Section 1. Obligations of Omnitrans Sub-Sections a. and b. are deleted in their entirety and replaced with the following:

“a. As the FTA Grantee:

- Omnitrans has completed SBCTA’s request for \$4,000,000 of CMAQ funding in Omnitrans’ Fiscal Year 2016 FHWA fund transfer request to Caltrans and subsequently in Omnitrans’ Fiscal Year 2016 §5307 grant application to the FTA with respect to obtaining funding for the PROGRAM.
- Omnitrans shall include SBCTA’s request for \$2,033,064 of funding in Omnitrans’ Fiscal Year 2025 §5307 grant application to the FTA with respect to obtaining funding for the PROGRAM.

A portion of the §5307 grant applications will be for the benefit of SBCTA, as a Subgrantee.

- b. In accordance with MAP-21 Section 1580 as established under Section 120(i) of the Title 23 of the United States Code (USC) which authorizes the use of certain toll revenue expenditures as a credit toward the non-federal matching share for transit programs authorized by Chapter 53 of Title 49 of the USC, Omnitrans will identify the use of toll credits on the fund transfer request to Caltrans and subsequently in Omnitrans’ §5307 grant applications to the FTA as follows:

- Fiscal Year 2016 §5307 grant application to the FTA –SBCTA is utilizing toll credits in lieu of the required 11.47% local match obligation, \$458,800; and
- Fiscal Year 2025 §5307 grant application to the FTA – SBCTA is utilizing toll credits in lieu of the 20% local match obligation, \$406,613.”

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, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.
4. This Amendment No. 2 is effective upon execution by SBCTA.

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

**OMNITRANS**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Erin Rogers,  
CEO/General Manager

By: \_\_\_\_\_  
Dawn M. Rowe,  
President, Board of Directors

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

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

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Steven DeBaun  
General Counsel

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

Attachment: 15-1001265-2 (10545 : Amendment No. 2 to Agreement No. 15-1001265 with Omnitrans for Vanpool Program Sub-Recipient Agmt)

## *Minute Action*

AGENDA ITEM: 24

***Date:*** May 1, 2024

***Subject:***

Status of the Outdoor Equity Grant Program

***Recommendation:***

Receive a report on the status of the Outdoor Equity Grant Program.

***Background:***

In 2021, the State of California, Department of Parks and Recreation provided \$56 million for its new Outdoor Equity Program (OEP) with the goal of increasing the ability of residents in low-income urban and rural communities to participate in outdoor experiences at state parks and other public lands. Lifting Our Stories, a community-based non-profit organization serving populations in San Bernardino County (County), approached San Bernardino Council of Governments (SBCOG) to partner on the grant and submit a grant application following a similar request to the County Department of Public Health, in which the County was not willing to participate. San Bernardino County Transportation Authority (SBCTA) / SBCOG received direction from the Board of Directors (Board) to proceed with the grant application with the understanding that the risk involved in a novel program for SBCOG needed to be seriously considered as the grant application proceeded. SBCTA/SBCOG submitted a successful grant application, and in May 2022, SBCTA received a grant award to implement this program for \$680,144 over three years. SBCTA/SBCOG was to provide an additional \$18,117 over those three years as well.

On January 3, 2024, the Board approved:

- Revenue Agreement No. 23-1002837 with the State of California, Department of Parks and Recreation for the OEP for a not-to-exceed amount of \$680,144.
- Agreement No. 23-1002836 with Inland Empire Community Foundation to receive a not-to-exceed amount of \$34,007.20 and Lifting Our Stories to receive a not-to-exceed amount of \$664,253.80 for the OEP project management and implementation, subject to receipt of certificate of insurance that meets all insurance requirements in the contract.

The purpose of the OEP was to take low-income and at-risk youth on various nature trips to create opportunities for outdoor experiential learning, awareness-building, and leadership development. The program was to focus on developing these youth as leaders who could then help lead outdoor programming for others.

In order to mitigate risks to SBCTA/SBCOG for the OEP while providing attainable insurance limits for Lifting Our Stories, SBCTA/SBCOG staff worked diligently with Lifting Our Stories to come to an agreement with the contract's terms. Unfortunately, SBCTA did not receive the required insurance from the vendor by the deadline of March 19, 2024 at 12:00 PM, and; therefore, are unable to move forward with the program. The required insurance identified in Article 22 of Contract No. 23-1002836, which was agreed to by all parties, was due 10 days following the request. The request was made February 12 and was due 10 days later, February 22. Two time extensions were granted, up to March 19, as requested by the vendor. However, due to the state deadline of March 22 for executing the contract, and the fact that

*Entity: San Bernardino Council of Governments*

Board of Directors Agenda Item

May 1, 2024

Page 2

SBCTA/SBCOG had not received the required insurance to satisfy the vendor contract terms, the deadline could not be extended further.

The contract was awarded on January 3, 2024, and since that time, the vendor has had two and a half months to provide the required agreed-upon insurance. As the insurance is required for execution of the vendor contract prior to execution of the Memorandum of Understanding with the state, SBCTA/SBCOG could not provide any additional extensions and still meet the state’s firm deadline. It is unfortunate that after two years of work, SBCTA/SBCOG could not move this program forward, and since the timeline set by the state has expired, SBCTA must regretfully turn down the grant. This experience has provided SBCTA/SBCOG with valuable insight when working with diverse grant programs and non-profit organizations that will inform future work.

**Financial Impact:**

This item has no financial impact on the adopted Budget for Fiscal Year 2023/2024. This change will be reflected in a decrease to the proposed Budget for Fiscal Year 2024/2025.

**Reviewed By:**

This item was received by the General Policy Committee on April 10, 2024.

**Responsible Staff:**

Monique Reza-Arellano, Chief of COG and Equity Programs

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

## *Minute Action*

AGENDA ITEM: 25

***Date:*** May 1, 2024

***Subject:***

Allocation of Transportation Development Act Funds for Fiscal Year 2024/2025

***Recommendation:***

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

Adopt Resolution No. 24-014 authorizing the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2024/2025 and the transmittal of allocation instructions to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector.

***Background:***

Section 99214 of the California Public Utilities Code designates San Bernardino County Transportation Authority (SBCTA) as the agency responsible for administering Transportation Development Act (TDA) funds. This responsibility includes the approval of the Local Transportation Fund (LTF) and State Transit Assistance (STA) apportionments, issuance of LTF and STA allocation instructions to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector (ATC), and authorization of LTF and STA payments in accordance with the claim amounts filed by the claimants.

Title 21, Sections 6659 and 6753 of the California Code of Regulations requires that the governing body adopt a resolution authorizing the issuance of LTF and STA allocation instructions. Resolution No. 24-014 fulfills this requirement. The issuance of LTF and STA allocation instructions will allocate funding for TDA administration, transportation planning and programming functions, and operating and capital assistance for the SBCTA Transit Program and other eligible TDA claimants, consistent with apportionments and allocations adopted by the SBCTA Board of Directors (Board).

Throughout the year, staff receives claims from eligible TDA claimants and verifies the claim amounts against various documents. Some of the documents used as the basis for approving the statutory claims of TDA funding include the most recently approved transit operator Short Range Transit Plans, the SBCTA 10-Year Delivery Plan, and the SBCTA Fiscal Year (FY) Budget.

Following approval of a transit claim, staff issues allocation instructions to the ATC authorizing the use of the funds by the claimant for specific purposes. Then, throughout the year, staff requests disbursements of funds from the ATC in accordance with disbursement requests submitted by the claimants.

In March 2024, the Board approved the FY 2024/2025 LTF and STA apportionments. The apportionments have been incorporated into the Proposed FY 2024/2025 SBCTA Budget. Allocations to individual transit operators will be presented to the Board for approval in June 2024.

***Financial Impact:***

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

*Entity: San Bernardino County Transportation Authority*



Board of Directors Agenda Item  
May 1, 2024  
Page 2

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 11, 2024. SBCTA General Counsel has reviewed this item and the draft Resolution.

**Responsible Staff:**

Brianna Martinez, Management Analyst III

---

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

**RESOLUTION NO. 24-014**

**RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
AUTHORIZING THE ALLOCATION OF LOCAL TRANSPORTATION FUNDS AND STATE  
TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2024/2025**

**WHEREAS**, the San Bernardino County Transportation Authority (SBCTA) is the designated transportation planning agency for the administration of the Transportation Development Act funds within San Bernardino County; and

**WHEREAS**, the Southern California Association of Governments Executive Committee has adopted a Regional Transportation Plan directed toward the achievement of a coordinated and balanced transportation system; and

**WHEREAS**, the SBCTA Board of Directors (Board) adopts Short Range Transit Plans for each of the San Bernardino County transit operators; and

**WHEREAS**, the Board has adopted the SBCTA 10-Year Delivery Plan and annual SBCTA budgets documenting anticipated expenditures for SBCTA's transit programs; and

**WHEREAS**, claims may be submitted under the Transportation Development Act for allocations from the Local Transportation Fund and State Transit Assistance Fund consistent with the adopted plans, apportionments, and allocations; and

**WHEREAS**, the Short Range Transit Plans, the SBCTA 10-Year Delivery Plan, and the annual SBCTA budgets include planned expenditures of transportation funds, including Local Transportation Funds and State Transit Assistance Funds; and

**WHEREAS**, the award of Transportation Development Act Article 3 funds for bicycle and pedestrian facilities and transit stop access improvement projects, pursuant to Public Utilities Code Section 99233.3, is typically approved in a separate Board action following a biennial call for projects and project evaluation process; and

**WHEREAS**, SBCTA has incorporated the amount to be allocated to each of the transit operators and SBCTA into its Fiscal Year 2024/2025 Budget.

**NOW THEREFORE BE IT RESOLVED**, by the San Bernardino County Transportation Authority:

Section 1. That the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2024/2025 is hereby approved subject to those claims conforming to adopted apportionments and all other requirements of the Transportation Development Act, including but not limited to the following determinations:

1. The claimant's proposed expenditures are in conformity with the Regional Transportation Plan, the claimant's Short Range Transit Plan, SBCTA's 10-Year Delivery Plan, and SBCTA's annual budget, as applicable, and as amended through subsequent Board action.

2. The level of passenger fares and charges is sufficient to enable the operator or transit service claimant to meet the applicable fare revenue to operating expense (operating ratio) requirements as required by the Transportation Development Act.
3. The claimant is making full use of federal funds available pursuant to the Infrastructure Investment and Jobs Act (IIJA).
4. The sum of the claimant’s allocations from the State Transit Assistance Fund and Local Transportation Fund does not exceed the amount the claimant is eligible to receive during the fiscal year.
5. Priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high priority regional, countywide, or area-wide public transportation needs.
6. The claimant has made reasonable efforts to implement the productivity improvements recommended pursuant to Public Utilities Code Section 99244, including the specific reference to the improvements recommended and the efforts made by the claimant to implement them.
7. The claimant submits a certification issued by the Department of California Highway Patrol within the last 13 months verifying that the claimant is in compliance with Section 1808.1 of the Vehicle Code (Drivers Pull Notice Program), as required by Public Utilities Code Section 99251.
8. The claimant is in compliance with the qualifying criteria pursuant to Public Utilities Code Section 99314.6 (use of State Transit Assistance Fund for operating purposes).
9. The transportation services contracted for under Public Utilities Code Section 99400(c) are responding to a transportation need not otherwise being met within the community or jurisdiction of the claimant and that, where appropriate, the services are coordinated with the existing transportation service.

Section 2. That such approval does not include allocations for local streets and roads unless the provisions of Sections 99401.5 and 99401.6 of the Public Utilities Code have been met; and

Section 3. That the Executive Director or his designee is authorized to transmit allocation instructions to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector, having first determined that the required allocation meets all requirements of this Resolution and the Transportation Development Act.

Section 4. The foregoing recitals are true and correct.

Section 5. This resolution is effective upon its approval.

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

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on May 1, 2024.

\_\_\_\_\_  
Dawn M. Rowe, President  
San Bernardino County Transportation Authority

ATTEST:

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

DRAFT

Attachment: Annual Allocation of TDA Funds Reso FY25\_24-014 Resolution (10540 : Allocation of Transportation Development Act Funds for

## *Minute Action*

AGENDA ITEM: 26

***Date:*** May 1, 2024

***Subject:***

San Bernardino County Transportation Authority Transportation Development Act Triennial Performance Audit for Fiscal Years 2020/2021 - 2022/2023

***Recommendation:***

Receive the Transportation Development Act Triennial Performance Audit Report for Fiscal Years 2020/2021 through 2022/2023 for the San Bernardino County Transportation Authority.

***Background:***

To continue receiving Transportation Development Act (TDA) funding, the California Public Utilities Code Sections 99246 and 99248 require that the San Bernardino County Transportation Authority (SBCTA) designate an entity other than itself to perform triennial performance reviews on each of the transit operators that receive TDA funding, and also on SBCTA. These audits shall be submitted to the Director of the California Department of Transportation (Caltrans).

On July 5, 2023, the SBCTA Board of Directors approved Contract No. 23-100296 with Moore and Associates to conduct the triennial performance reviews of SBCTA and the following transit operators/claimants: City of Needles, Basin Transit, Mountain Transit, Omnitrans, and Victor Valley Transit Authority.

Attachment A is the executive summary for SBCTA's Fiscal Year 2020/2021-2022/2023 Triennial Performance Audit, which includes a review of compliance with TDA requirements, status of prior audit recommendations, and a functional review highlighting major SBCTA functions related to TDA. A full version of the audit is also included with this item. SBCTA has satisfactorily complied with state legislative mandates for Regional Transportation Planning Agencies. Below is a summary of the prior audit recommendations and status, plus the current audit recommendations for SBCTA. Similar information was presented to the Transit Committee on April 11, 2024 for the transit operators listed previously.

**Prior Audit Recommendations and Status**

1. Communicate with the operators regarding the required submission of their full Productivity Improvement Program report in the TDA claim.  
Status: Implemented.  
SBCTA has been working with the operators to ensure the reports are submitted during the TDA claim process. All three years of this audit period were exempt from the requirements of the Productivity Improvement Program due to Assembly Bill (AB) 149.
2. Update the SBCTA TDA Claims Manual.  
Status: Implemented.  
The TDA claims manual was finalized in June 2023. It also reflects new provisions from statutory measures including AB 90 and AB 149.

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item

May 1, 2024

Page 2

3. Update the SBCTA Claims Checklist.

Status: Implemented.

The SBCTA Claims Checklist has been updated in accordance with prior audit recommendations. The requirement to perform State Transit Assistance (STA) efficiency test calculations if STA funds are being used for operating costs has also been added to the checklist.

Current Recommendations and Implementation Plan

Moore & Associates finds SBCTA to be in compliance with the requirements of the TDA. In addition, Moore & Associates finds SBCTA generally functions in an efficient, effective, and economical manner.

The audit team identified no compliance or functional findings.

***Financial Impact:***

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

***Reviewed By:***

This item was received by the Transit Committee on April 11, 2024.

***Responsible Staff:***

Brianna Martinez, Management Analyst III

---

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

San Bernardino County Transportation Authority



## Chapter 1 | Executive Summary

The Triennial Performance Audit of the San Bernardino County Transportation Authority (SBCTA) covers a three-year period ending June 30, 2023. . The California Public Utilities Code requires all Regional Transportation Planning Agencies conduct an independent Triennial Performance Audit in order to be eligible for Transportation Development Act (TDA) funding.

In 2023, the SBCTA selected Moore & Associates, Inc., to prepare Triennial Performance Audits of itself as the RTPA and the five transit operators to which it allocates TDA funding. . Moore & Associates is a consulting firm specializing in public transportation. . Selection of the consultant followed a competitive procurement process.

This chapter summarizes key findings and recommendations developed during the Triennial Performance Audit (TPA) of the SBCTA's programs for the period:

- Fiscal Year 2020/21,
- Fiscal Year 2021/22, and
- Fiscal Year 2022/23.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our review objectives. We believe the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

The review was also conducted in accordance with the processes established by the California Department of Transportation, as outlined in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*.

The Triennial Performance Audit includes five elements:

1. Compliance requirements,
2. Follow-up of prior recommendations,
3. Analysis of internal goal setting and strategic planning efforts,
4. Review of the RTPA's functions and activities, and
5. Findings and recommendations.

### Test of Compliance

The San Bernardino County Transportation Authority adheres to Transportation Development Act (TDA) regulations in an efficient and effective manner.





### Status of Prior Recommendations

The prior Triennial Performance Audit – completed in 2021 by Michael Baker International for the three fiscal years ending June 30, 2020 – included the following recommendations:

1. [Communicate with the operators regarding the required submission of their full Productivity Improvement Program report in the TDA claim.](#)  
**Status:** Implementation in progress.
2. [Update the SBCTA TDA Claims Manual.](#)  
**Status:** Implemented.
3. [Update the SBCTA TDA Claims Checklist](#)  
**Status:** Implemented.

### Goal Setting and Strategic Planning

The primary planning document for an RTPA is typically the Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS). The RTP is a long-range (25-year) transportation plan providing a vision for regional transportation investments. The Sustainable Communities Strategy (SCS) element, required under SB 375, demonstrates the integration of land use, transportation strategies, and transportation investments that will help meet regional greenhouse gas reduction targets.

While SBCTA is the Subregional Planning Agency for San Bernardino County, it is not responsible for preparing the Regional Transportation Plan. As a member of the Southern California Association of Governments (SCAG), which serves as the Metropolitan Planning Organization for the region, San Bernardino County is included within SCAG's Connect SoCal Plan, which serves as the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) for the six-county area. The current RTP/SCS was adopted on September 3, 2020, by SCAG's Regional Council and spans the 25-year period between 2020 and 2045. The draft 2024 update was released for a 72-day public comment period in November 2023 and is expected to be adopted by June 2024. The Regional Council includes eight representatives from San Bernardino County as well as a representative from SBCTA.

As the Subregional Planning Agency, SBCTA's primary role in preparation of the RTP/SCS is two-fold. First, to provide the transportation projects for the subregion, which go into the modeling run by SCAG. Second, to work with jurisdictions to come up with projections for household, employment, etc. as part of the land-use component. SBCTA's San Bernardino Transportation Analysis Model (SBTAM) is more refined than SCAG's. It predicts where and how much growth there will be in the jurisdictions. All of this information is provided to SCAG for inclusion in the RTP/SCS.

To build upon the RTP/SCS and provide for more focused regional planning, SBCTA prepares the San Bernardino Countywide Transportation Plan. SBCTA completed an interim update in 2021. In 2023, SBCTA initiated its Long Range Multimodal Transportation Plan (LRMTP) as a major update to the Countywide Transportation Plan to develop a comprehensive transportation vision through 2045/2050. The LRMTP is expected to be completed in Fall/Winter 2024.



Other subregional planning efforts undertaken by SBCTA during the audit period include the Comprehensive Sidewalk Connectivity Plan (Phase II completed in February 2023), the Inland Empire Comprehensive Multimodal Corridor Plan (a joint effort with Caltrans, SCAG, and the Riverside County Transportation Commission updated in November 2022), and the 2021 – 2025 Public Transit-Human Services Transportation Plan for San Bernardino County (completed in June 2021).

#### Findings and Recommendations

Based on the current review, we submit no TDA compliance or functional findings.

# San Bernardino County Transportation Authority

## TDA TRIENNIAL PERFORMANCE AUDIT, FY 2021 – FY 2023



Attachment: TDA Audit\_SBCTA RTPA\_final report 2.2.24 (10539 : SBCTA Transportation Development Act Triennial Performance Audit Fiscal

FINAL REPORT  
FEBRUARY 2024



moore  
Packet Pg. 437



# Table of Contents

Chapter 1   Executive Summary .....	1
Chapter 2   Audit Scope and Methodology .....	5
Chapter 3   Overview of SBCTA .....	9
Chapter 4   Program Compliance .....	17
Chapter 5   Prior Recommendations .....	21
Chapter 6   Functional Review.....	23
Chapter 7   Findings and Recommendations .....	29

Attachment: TDA Audit\_SBCTA\_RTPA\_final report 2.2.24 (10539 : SBCTA Transportation Development Act Triennial Performance Audit Fiscal



*This page intentionally blank.*

Attachment: TDA Audit\_SBCTA\_RTPA\_final\_report 2.2.24 (10539 : SBCTA Transportation Development Act Triennial Performance Audit Fiscal



# Table of Exhibits

Exhibit 3.1 Organizational Chart (FY 2021/22) ..... 13

Exhibit 3.2 Connect SoCal Goals ..... 14

Exhibit 3.3 Connect SoCal Guiding Principles..... 15

Exhibit 4.1 Transit Development Act Compliance Requirements ..... 18

Attachment: TDA Audit\_SBCTA\_RTPA\_final report 2.2.24 (10539 : SBCTA Transportation Development Act Triennial Performance Audit Fiscal



*This page intentionally blank.*

Attachment: TDA Audit\_SBCTA\_RTPA\_final\_report 2.2.24 (10539 : SBCTA Transportation Development Act Triennial Performance Audit Fiscal





## Chapter 1 | Executive Summary

The Triennial Performance Audit of the San Bernardino County Transportation Authority (SBCTA) covers a three-year period ending June 30, 2023. . The California Public Utilities Code requires all Regional Transportation Planning Agencies conduct an independent Triennial Performance Audit in order to be eligible for Transportation Development Act (TDA) funding.

In 2023, the SBCTA selected Moore & Associates, Inc., to prepare Triennial Performance Audits of itself as the RTPA and the five transit operators to which it allocates TDA funding. . Moore & Associates is a consulting firm specializing in public transportation. . Selection of the consultant followed a competitive procurement process.

This chapter summarizes key findings and recommendations developed during the Triennial Performance Audit (TPA) of the SBCTA’s programs for the period:

- Fiscal Year 2020/21,
- Fiscal Year 2021/22, and
- Fiscal Year 2022/23.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our review objectives. We believe the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

The review was also conducted in accordance with the processes established by the California Department of Transportation, as outlined in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*.

The Triennial Performance Audit includes five elements:

1. Compliance requirements,
2. Follow-up of prior recommendations,
3. Analysis of internal goal setting and strategic planning efforts,
4. Review of the RTPA’s functions and activities, and
5. Findings and recommendations.

### Test of Compliance

The San Bernardino County Transportation Authority adheres to Transportation Development Act (TDA) regulations in an efficient and effective manner.



### Status of Prior Recommendations

The prior Triennial Performance Audit – completed in 2021 by Michael Baker International for the three fiscal years ending June 30, 2020 – included the following recommendations:

1. Communicate with the operators regarding the required submission of their full Productivity Improvement Program report in the TDA claim.  
**Status:** Implemented.
2. Update the SBCTA TDA Claims Manual.  
**Status:** Implemented.
3. Update the SBCTA TDA Claims Checklist  
**Status:** Implemented.

### Goal Setting and Strategic Planning

The primary planning document for an RTPA is typically the Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS). The RTP is a long-range (25-year) transportation plan providing a vision for regional transportation investments. The Sustainable Communities Strategy (SCS) element, required under SB 375, demonstrates the integration of land use, transportation strategies, and transportation investments that will help meet regional greenhouse gas reduction targets.

While SBCTA is the Subregional Planning Agency for San Bernardino County, it is not responsible for preparing the Regional Transportation Plan. As a member of the Southern California Association of Governments (SCAG), which serves as the Metropolitan Planning Organization for the region, San Bernardino County is included within SCAG's Connect SoCal Plan, which serves as the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) for the six-county area. The current RTP/SCS was adopted on September 3, 2020, by SCAG's Regional Council and spans the 25-year period between 2020 and 2045. The draft 2024 update was released for a 72-day public comment period in November 2023 and is expected to be adopted by June 2024. The Regional Council includes eight representatives from San Bernardino County as well as a representative from SBCTA.

As the Subregional Planning Agency, SBCTA's primary role in preparation of the RTP/SCS is two-fold. First, to provide the transportation projects for the subregion, which go into the modeling run by SCAG. Second, to work with jurisdictions to come up with projections for household, employment, etc. as part of the land-use component. SBCTA's San Bernardino Transportation Analysis Model (SBTAM) is more refined than SCAG's. It predicts where and how much growth there will be in the jurisdictions. All of this information is provided to SCAG for inclusion in the RTP/SCS.

To build upon the RTP/SCS and provide for more focused regional planning, SBCTA prepares the San Bernardino Countywide Transportation Plan. SBCTA completed an interim update in 2021. In 2023, SBCTA initiated its Long Range Multimodal Transportation Plan (LRMTP) as a major update to the Countywide Transportation Plan to develop a comprehensive transportation vision through 2045/2050. The LRMTP is expected to be completed in Fall/Winter 2024.



Other subregional planning efforts undertaken by SBCTA during the audit period include the Comprehensive Sidewalk Connectivity Plan (Phase II completed in February 2023), the Inland Empire Comprehensive Multimodal Corridor Plan (a joint effort with Caltrans, SCAG, and the Riverside County Transportation Commission updated in November 2022), and the 2021 – 2025 Public Transit-Human Services Transportation Plan for San Bernardino County (completed in June 2021).

#### Findings and Recommendations

Based on the current review, we submit no TDA compliance or functional findings.



*This page intentionally blank.*



## Chapter 2 | Audit Scope and Methodology

The Triennial Performance Audit (TPA) of the San Bernardino County Transportation Authority (SBCTA) covers the three-year period ending June 30, 2023. The California Public Utilities Code requires all Regional Transportation Planning Agencies conduct an independent Triennial Performance Audit in order to be eligible for Transportation Development Act (TDA) funding.

In 2023, the SBCTA selected Moore & Associates, Inc., to prepare Triennial Performance Audits of itself as the RTPA and the five transit operators to which it allocates funding. Moore & Associates is a consulting firm specializing in public transportation. Selection of Moore & Associates followed a competitive procurement process.

The Triennial Performance Audit is designed to be an independent and objective evaluation of SBCTA as the designated RTPA for San Bernardino County. Direct benefits of a triennial performance audit include providing RTPA management with information on the economy, efficiency, and effectiveness of their programs across the prior three years; helpful insight for use in future planning; and assuring legislative and governing bodies (as well as the public) that resources are being economically and efficiently utilized. Finally, the Triennial Performance Audit fulfills the requirement of PUC 99246(a) that the RTPA designate an independent entity other than itself to conduct a performance audit of its activities as well as those of each operator to whom it allocates TDA funding.

This performance audit was conducted in accordance with generally accepted government auditing standards. Those standards require that the audit team plans and performs the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for its findings and conclusions based on the audit objectives. We believe the evidence obtained provides a reasonable basis for our findings and conclusions.

The audit was also conducted in accordance with the processes established by the California Department of Transportation (Caltrans), as outlined in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*, as well as *Government Auditing Standards* published by the U.S. Comptroller General.

### Objectives

A Triennial Performance Audit has four primary objectives:

1. Assess compliance with TDA regulations,
2. Review actions taken by the RTPA to implement prior recommendations,
3. Evaluate the efficiency and effectiveness of the RTPA through a review of its functions, and
4. Provide sound, constructive recommendations for improving the efficiency and functionality of the RTPA.



## Scope

The Triennial Performance Audit is a systematic review of performance evaluating the efficiency, economy, and effectiveness of the regional transportation planning agency. The audit of SBCTA included five tasks:

1. Review of compliance with TDA requirements and regulations.
2. Assessment of the implementation status of recommendations included in the prior Triennial Performance Audit.
3. Analysis of SBCTA's internal goal setting and strategic planning functions.
4. Examination of the following functions:
  - Administration and Management,
  - Transportation Planning and Regional Coordination,
  - Claimant Relationships and Oversight,
  - Marketing and Transportation Alternatives, and
  - Grant Applications and Management.
5. Recommendations to address opportunities for improvement based on analysis of the information collected and the review of the RTPA's core functions.

## Methodology

The methodology for the Triennial Performance Audit of the San Bernardino County Transportation Authority as the RTPA included thorough review of documents relevant to the scope of the review, as well as information contained on SBCTA's website. The documents reviewed included the following (spanning the full three-year period):

- Triennial Performance Audit reports for the prior review period;
- Annual budgets;
- Audited financial statements;
- State Controller Reports;
- Agency organizational chart;
- Board meeting minutes and agendas;
- Policies and procedures manuals;
- Regional planning documents;
- Overall work plans;
- Article 8 Unmet Transit Needs documentation;
- TDA claims manual; and
- TDA and transit funding allocations to operators.

Given impacts of the ongoing COVID-19 pandemic, the methodology for this audit included a site visit with SBCTA representatives on September 26, 2023. The audit team met with SBCTA staff and reviewed materials germane to the triennial audit. Staff participating in the site visit included the following:

- Nancy Strickert, Transit Manager;
- Vanessa Schoenewald, Management Analyst III;
- James Mejia, Management Analyst II;



- Marleana Roman, Clerk of the Board/Administrative Supervisor;
- Hilda Flores, Chief Financial Officer;
- Colleen Franco, Director of Management Services;
- Tim Watkins, Chief of Legislative and Public Affairs;
- Lisa Lazzar, Chief of Fiscal Resources;
- Vedic Lee, Accounting Supervisor; and
- Nicole Soto, Multimodal Mobility Programs Administrator.

The report is comprised of seven chapters divided into three sections:

1. Executive Summary: A summary of the key findings and recommendations developed during the Triennial Performance Audit process.
2. TPA Scope and Methodology: Methodology of the audit and pertinent background information.
3. TPA Results: In-depth discussion of findings surrounding each of the subsequent elements of the audit:
  - Compliance with statutory and regulatory requirements,
  - Progress in implementing prior recommendations,
  - Goal setting and strategic planning,
  - Functional review, and
  - Findings and recommendations.





*This page intentionally blank.*

Attachment: TDA Audit\_SBCTA\_RTPA\_final\_report 2.2.24 (10539 : SBCTA Transportation Development Act Triennial Performance Audit Fiscal



## Chapter 3 | Overview of SBCTA

The San Bernardino County Transportation Authority was originally formed as the San Bernardino Associated Governments (SANBAG) in 1973. In 2017, as a result of Senate Bill 1305 (Morell), SANBAG was split into the San Bernardino County Transportation Authority (SBCTA), which serves as the transportation planning, funding, and major project delivery agency for San Bernardino County; and the San Bernardino Council of Governments (SBCOG), which serves as the Council of Governments. Member jurisdictions for both agencies include the County of San Bernardino; the towns of Apple Valley and Yucca Valley; and the cities of Adelanto, 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, and Yucaipa.

San Bernardino County covers an area of more than 20,000 square miles and is the largest county by area in the contiguous United States. The population in 2020 was approximately 2.1 million, with the largest population center in the southwest corner of the county (including the Victor Valley). Much of the rest of the county is rural in nature. Five transit operators receive TDA funding through SBCTA: Omnitrans, Victor Valley Transit Authority, Mountain Transit, Basin Transit, and City of Needles.

### Roles

The SBCTA serves many functions within the region. The following five roles were consolidated into the SBCTA as part of Senate Bill 1305 (Morell).

- **Subregional Planning Agency.** The SBCTA is responsible for representing the San Bernardino County subregion and assisting the Southern California Association of Governments (SCAG) in its role as the metropolitan planning organization (MPO) for the six-county Southern California region. SBCTA performs studies and prepares plans specific to the subregion and contributes subregional input to SCAG's broader regional activities.
- **Service Authority for Freeway Emergencies (SAFE).** The SBCTA is responsible for operation and administration of roadside call boxes in San Bernardino County.
- **County Transportation Commission.** The SBCTA is responsible for short- and long-range transportation planning, including coordination of public transportation services, approval of capital projects for public transit and highway projects, and staging/scheduling construction for projects included in the Transportation Improvement Program.
- **County Transportation Authority.** The SBCTA is responsible for administering a half-cent transportation sales tax (Measure I) which funds major freeway construction, commuter rail service, local street and road improvements, specialized transportation services, traffic management efforts, and environmental enhancement efforts.
- **Congestion Management Agency.** As the designated Congestion Management Authority for San Bernardino County, the SBCTA is responsible for coordinating land-use, transportation planning,



and air quality so as to consider the impacts of new developments and promotes air quality improvement.

The SBCTA's core mission is to improve the quality of life and mobility in San Bernardino County. It achieves this by:

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

The San Bernardino County Transportation Authority, along with the San Bernardino Council of Governments, is governed by a joint Board of Directors comprised of one elected official from each of the 24 member jurisdictions in San Bernardino County, five San Bernardino County supervisors, and one *ex officio* member representing Caltrans. The Board meets on the first Wednesday of each month at 10:00 a.m. Regular meetings are held in the conference room at SBCTA's administrative offices, located at 1170 West Third Street in San Bernardino.

The SBCTA Board has one subcommittee: the I-10 and I-15 Corridor Joint Sub-Committee.

*I-10 and I-15 Corridor Joint Sub-Committee.* The sub-committee will provide space for discussion and understanding of issues pertaining to the I-10 and I-15 corridor improvements. Meetings are held on the second Thursday at 10:00 a.m. following the Metro Valley Board Study Session.

The SBCTA has eight additional committees that advise the SBCTA Board.

*General Policy Committee.* The General Policy Committee provides general policy oversight and policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization. Meetings are held on the second Wednesday of the month at 9:00 a.m.

*Legislative Policy Committee (LPC).* The LPC is authorized to take positions on state and federal legislation, regulations, policies, and issues on behalf of the Board, that are consistent with SBCTA/SBCOG's platform. Meetings are held on the second Wednesday of the month at 9:30 a.m.

*Transit Committee.* The Transit Committee provides policy guidance and recommendations to the SBCTA Board of Directors with respect to commuter rail and transit service in San Bernardino County. Meetings are held on the second Thursday of the month at 9:00 a.m.

*Metro Valley Board Study Session.* This committee (previously the Major Projects committee) provides policy guidance and recommendations to the Board of Directors on issues related to the

Measure I Major Projects in the valley region. Meetings are held on the second Thursday of the month at 9:30 a.m.

*Mountain/Desert Committee.* The Mountain/Desert committee provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the mountain/desert region. Meetings are held on the third Friday of the month at 9:30 a.m.

*City/County Manager Technical Advisory Committee.* This committee provide a forum for the chief executives of SBCTA’s member agencies to become informed about and discuss issues facing the region. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. Meetings are held on the first Thursday of the month at 10:00 a.m.

*Public and Specialized Transportation Advisory and Coordination Council (PASTACC).* The PASTACC is an advisory body to the San Bernardino County Transportation Authority addressing public transit and specialized transportation needs, issues and opportunities. Meetings are held on the second Tuesday of the month at 10:00 a.m.

*Independent Taxpayer Oversight Committee (ITOC).* This committee provides 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 committee meets approximately four times per year.

Representatives serving on the SBCTA Board of Directors during the audit period included the following:

- Gabriel Reyes, City of Adelanto (2020 - 2021)
- Daniel Ramos, City of Adelanto (2021 - 2023)
- Art Bishop, Town of Apple Valley (2020 - 2023)
- Julie McIntyre, City of Barstow (2020 - 2021)
- Paul Courtney, City of Barstow (2021 - 2023)
- Bill Jahn, City of Big Bear Lake (2020 - 2021)
- Rick Herrick, City of Big Bear Lake (2021 - 2023)
- Eunice Uloa, City of Chino (2020 - 2023)
- Ray Marquez, City of Chino Hills (2020 - 2023)
- Frank Navarro, City of Colton (2020 - 2023)
- Acquanetta Warren, City of Fontana (2020 - 2023)
- Darcy McNaboe, City of Grand Terrace (2020 - 2022)
- Sylvia Robles, City of Grand Terrace (2023)
- Rebekah Swanson, City of Hesperia (2020, 2022 - 2023)
- Cameron Gregg, City of Hesperia (2021)
- Larry McCallon, City of Highland (2020 - 2023)
- Rhodes Rigsby, City of Loma Linda (2020 - 2023)
- John Dutrey, City of Montclair (2020 - 2023)
- Edward Paget, City of Needles (2020 - 2022)
- Janet Jernigan, City of Needles (2023)



- Alan Wapner, City of Ontario (2020 - 2023)
- L. Dennis Michael, City of Rancho Cucamonga (2020 - 2023)
- Toni Momberger, City of Redlands (2020 - 2021)
- Paul Barich, City of Redlands (2021 - 2023)
- Deborah Robertson, City of Rialto (2020 - 2023)
- John Valdivia, City of San Bernardino (2020 - 2022)
- Helen Tran, City of San Bernardino (2023)
- Joel Klink, City of Twentynine Palms (2020 - 2023)
- Debbie Stone, City of Upland (2020 - 2021)
- Carlos A. Garcia, City of Upland (2021 - 2022)
- Rudy Zuniga, City of Upland (2023)
- Jim Cox, City of Victorville (2020 - 2021)
- Debra Jones, City of Victorville (2021 - 2023)
- David Avila, City of Yucaipa (2020 - 2022)
- Bobby Duncan, City of Yucaipa (2023)
- Rick Denison, Town of Yucca Valley (2020 - 2023)
- Robert Lovingood, County of San Bernardino (2020 - 2021)
- Paul Cook, County of San Bernardino (2021 - 2023)
- Janice Rutherford, County of San Bernardino (2020 - 2022)
- Dawn Rowe, County of San Bernardino (2020 - 2023)
- Curt Hagman, County of San Bernardino (2020 - 2023)
- Joe Baca Jr., County of San Bernardino (2021 - 2023)
- Josie Gonzales, County of San Bernardino (2020 - 2021)
- Jesse Armendarez, County of San Bernardino (2023)
- Michael Beauchamp, Caltrans (ex officio 2020 - 2021)
- Diane Morales, Caltrans (interim ex officio 2022)
- Catalino Pining, Caltrans (ex officio 2023)
- Ray Wolfe, SBCTA Executive Director (2020 - 2023)
- Julianna Tillquist, General Counsel (2020 - 2023)

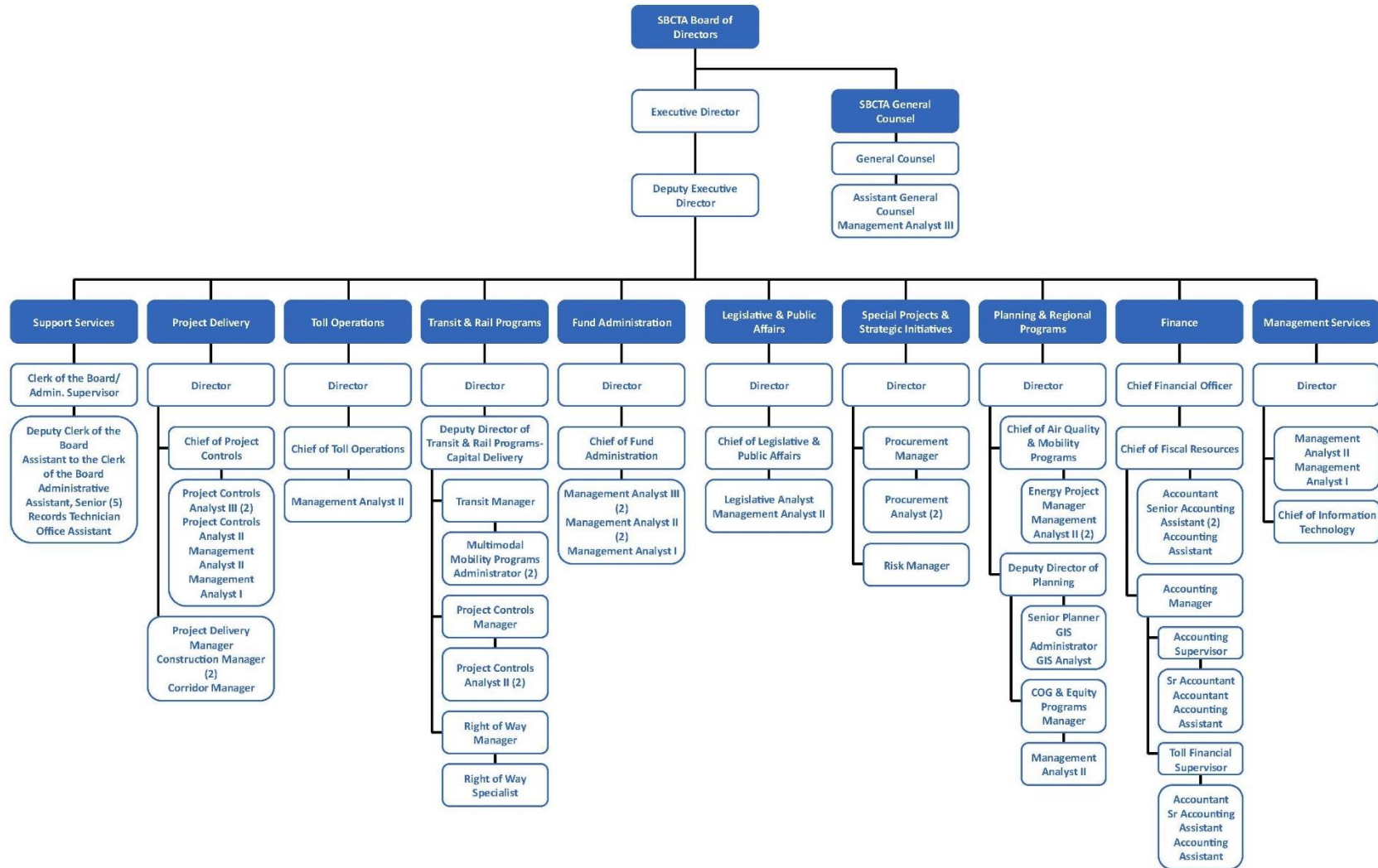
### Organization

SBCTA's Executive Director reports to the Board and oversees staff in ten departments—Support Services, Project Delivery, Toll Operations, Transit and Rail Programs, Fund Administration, Legislative and Public Affairs, Special Projects and Strategic Initiatives, Planning and Regional Programs, Finance, Management Services. SBCTA's General Counsel reports directly to the Board. An organizational chart is provided in Exhibit 3.1.



SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
TDA TRIENNIAL PERFORMANCE AUDIT, FY 2021 – FY 2023  
Final Report

Exhibit 3.1 Organizational Chart (FY 2021/22)



Source: SBCTA.







**Goal setting and strategic planning**

The primary planning document for an RTPA is typically the Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS). The RTP is a long-range (25-year) transportation plan providing a vision for regional transportation investments. The Sustainable Communities Strategy (SCS) element, required under SB 375, demonstrates the integration of land use, transportation strategies, and transportation investments that will help meet regional greenhouse gas reduction targets.

While the SBCTA is the Subregional Planning Agency for San Bernardino County, it is not responsible for preparing the Regional Transportation Plan. As a member of the Southern California Association of Governments (SCAG), which serves as the Metropolitan Planning Organization for the region, San Bernardino County is included within SCAG’s Connect SoCal Plan, which serves as the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) for the six-county area. The current RTP/SCS was adopted on September 3, 2020, by SCAG’s Regional Council and spans the 25-year period between 2020 and 2045. The draft 2024 update was released for a 72-day public comment period in November 2023 and is expected to be adopted by June 2024. The Regional Council includes eight representatives from San Bernardino County as well as a representative from the SBCTA.

As the Subregional Planning Agency, the SBCTA’s primary role in preparation of the RTP/SCS is two-fold. First, to provide the transportation projects for the subregion, which go into the modeling run by SCAG. Second, to work with jurisdictions to come up with projections for household, employment, etc. as part of the land-use component. The SBCTA’s San Bernardino Transportation Analysis Model (SBTAM) is more refined than SCAG’s. It predicts where and how much growth there will be in the jurisdictions. All of this information is provided to SCAG for inclusion in the RTP/SCS.

The Connect SoCal plan primarily looks at the region as a whole, rather than planning for each county individually. While some key projects are identified by county, the majority of the plan takes a more holistic view. The RTP/SCS does set forth a series of goals and guiding principles that are applicable across the region.

Exhibit 3.2 Connect SoCal Goals

Goals	
1	Encourage regional economic prosperity and global competitiveness.
2	Improve mobility, accessibility, reliability, and travel safety for people and goods.
3	Enhance the preservation, security, and resilience of the regional transportation system.
4	Increase person and goods movement and travel choices within the transportation system.
5	Reduce greenhouse gas emissions and improve air quality.
6	Support healthy and equitable communities.
7	Adapt to a changing climate and support an integrated regional development pattern and transportation network.
8	Leverage new transportation technologies and data-driven solutions that result in more efficient travel.
9	Encourage development of diverse housing types in areas that are supported by multiple transportation options.
10	Promote conservation of natural and agricultural lands and restoration of habitats.



## Exhibit 3.3 Connect SoCal Guiding Principles

Guiding Principles	
1	Base transportation investments on adopted regional performance indicators and MAP-21/FAST Act regional targets.
2	Place high priority for transportation funding in the region on projects and programs that improve mobility, accessibility, reliability and safety, and that preserve the existing transportation system.
3	Assure that land use and growth strategies recognize local input, promote sustainable transportation options, and support equitable and adaptable communities.
4	Encourage RTP/SCS investments and strategies that collectively result in reduced non-recurrent congestion and demand for single occupancy vehicle use, by leveraging new transportation technologies and expanding travel choices.
5	Encourage transportation investments that will result in improved air quality and public health, and reduced greenhouse gas emissions.
6	Monitor progress on all aspects of the Plan, including the timely implementation of projects, programs, and strategies.
7	Regionally, transportation investments should reflect best-known science regarding climate change vulnerability, in order to design for long term resilience.

To build upon the RTP/SCS and provide for more focused regional planning, SBCTA prepares the San Bernardino Countywide Transportation Plan. The SBCTA completed an interim update in 2021. In 2023, SBCTA initiated its Long Range Multimodal Transportation Plan (LRMTP) as a major update to the Countywide Transportation Plan to develop a comprehensive transportation vision through 2045/2050. The LRMTP is expected to be completed in Fall/Winter 2024.

Core elements of the vision for the Countywide Transportation Plan focus on multimodal mobility while reflecting goals contained in the Connect SoCal plan, the California Transportation Plan 2050, the AB 32 Scoping Plan, and Caltrans' Climate Action Plan for Transportation Infrastructure, as well as SB 32 greenhouse gas reduction goals and SB 743 VMT reduction goals. These core elements include:

- **Build on “the network”** by focusing on origin-to-destination connectivity.
- **Focus on the traveling customer** by tailoring modes, support strategies, and marketing to the needs of those being served.
- **Encourage transit-oriented development (TOD)** by working with local agencies and the private sector and incentivizing TOD projects where practical.
- **Invest in technology** with an ultimate goal of a fully integrated system.
- **Coordinate and collaborate** across SBCTA departments and with transit and mobility partners.
- **Support quality of life, health, sustainability, and equity** by ensuring transportation investments are having the intended/desired impacts.
- **Evaluate programs and services** to determine what is working, what should be improved or expanded, and what should be eliminated.

Other subregional planning efforts undertaken by the SBCTA during the audit period include the Comprehensive Sidewalk Connectivity Plan (Phase II completed in February 2023), the Inland Empire Comprehensive Multimodal Corridor Plan (a joint effort with Caltrans, SCAG, and the Riverside County



Transportation Commission updated in November 2022), and the 2021 – 2025 Public Transit-Human Services Transportation Plan for San Bernardino County (completed in June 2021).

Attachment: TDA Audit\_SBCTA\_RTPA\_final report 2.2.24 (10539 : SBCTA Transportation Development Act Triennial Performance Audit Fiscal



## Chapter 4 | Program Compliance

This section examines the San Bernardino County Transportation Authority's compliance with the State of California's Transportation Development Act as well as relevant sections of California's Public Utilities Commission code. An annual certified fiscal audit confirms TDA funds were apportioned in conformance with applicable laws, rules, and regulations. Although compliance verification is not a Triennial Performance Audit function, several specific requirements concern issues relevant to the performance audit. The Triennial Performance Audit findings and related comments are delineated in Exhibit 3.1.

Compliance was determined through discussions with SBCTA staff as well as an inspection of relevant documents, including the fiscal audits for each year of the triennium. Also reviewed were planning documents, Board actions, and other related documentation.

No compliance issues were identified for the SBCTA.

### Developments Occurring During the Audit Period

The FY 2020/21 – FY 2022/23 audit period was the first to occur entirely after the onset of the COVID-19 pandemic. The pandemic resulted in significant declines in ridership and fare revenue, and recovery from those impacts continues beyond FY 2022/23. Most transit programs have yet to return to pre-pandemic ridership and fare levels.

In California, two notable pieces of legislation were passed that impact compliance during the audit period. These bills were intended to provide emergency relief during the pandemic, thereby ensuring transit operators continue to receive TDA funding despite significant impacts to key performance measures. Assembly Bill 90, signed into law on June 29, 2020, provided temporary regulatory relief for transit operators required to conform with Transportation Development Act (TDA) farebox recovery ratio thresholds in FY 2019/20 and FY 2020/21. While the ability to maintain state mandates and performance measures is important, AB 90 offered much-needed relief from these requirements for these years initially impacted by the COVID-19 pandemic. AB 90 included provisions specific to transit operator funding through the TDA, including temporary farebox recovery ratio waivers, changes regarding the allocation of STA funds, and eligibility for using STA for operating purposes.

Assembly Bill 149, signed into law on July 16, 2021, provided additional regulatory relief with respect to Transportation Development Act (TDA) compliance. Recognizing the ongoing impact of the COVID-19 pandemic, it extended the provisions of AB 90 through FY 2022/23 as well as provided additional relief with respect to local funding, operating cost, and use of STA funds. Each year of the audit period took place while penalty waivers were in place, and FY 2023/24 is the first post-COVID year for which transit operators will face potential penalties for not meeting farebox recovery requirements.



Exhibit 4.1 Transit Development Act Compliance Requirements

Compliance Element	Reference	Compliance	Comments
All transportation operators and city or county governments which have responsibility for serving a given area, in total, claim no more than those Local Transportation Fund monies apportioned to that area.	PUC 99231	In compliance	
The RTPA has adopted rules and regulations delineating procedures for the submission of claims for facilities provided for the exclusive use of pedestrians and bicycles (Article 3).	PUC 99233, 99234	In compliance	Included within SBCTA's TDA Claims Manual (Chapter 7).
The RTPA has established a social services transportation advisory council. The RTPA must ensure that there is a citizen participation process that includes at least an annual public hearing.	PUC 99238, 99238.5	In compliance	Public and Specialized Transportation Advisory and Coordination Council meets on the 2 <sup>nd</sup> Tuesday of every other month at 10 am.  Unmet Transit/Mobility Needs public hearings: October 19, 2020 September 20, 2021 September 19, 2022 May 9, 2023
The RTPA has annually identified, analyzed, and recommended potential productivity improvements which could lower operating cost of those operators, which operate at least 50 percent of their vehicle service miles within the RTPA's jurisdiction. Recommendations include, but are not being limited to, those made in the performance audit. <ul style="list-style-type: none"> <li>A committee for the purpose of providing advice on productivity improvements may be formed.</li> <li>The operator has made a reasonable effort to implement improvements recommended by the RTPA as determined by the RTPA, or else the operator has not received an allocation that exceeds its prior year allocation.</li> </ul>	PUC 99244	In compliance	The TDA claim form includes documentation of productivity improvements.
The RTPA has ensured that all claimants to whom it allocated TDA funds submit to it and to the state controller an annual certified fiscal and compliance audit within 180 days after the end of the fiscal year.	PUC 99245	In compliance	As of February 2, 2024, all operators had either completed their FY 2023 TDA fiscal audits or were expected to do so prior to March 31, 2024.
The RTPA has submitted to the state controller an annual certified fiscal audit within 12 months of the end of the fiscal year.	CCR 6662	In compliance	FY 2020/21: November 16, 2021 FY 2021/22: November 16, 2022 FY 2022/23: November 27, 2023
The RTPA has submitted within 90 days after the end of the fiscal year an annual financial transactions report to the state controller.	CCR 6660	In compliance	FY 2020/21: January 25, 2022 FY 2021/22: January 31, 2023 FY 2022/23: January 17, 2024



SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
TDA TRIENNIAL PERFORMANCE AUDIT, FY 2021 – FY 2023  
Final Report

Compliance Element	Reference	Compliance	Comments
The RTPA has designated an independent entity to conduct a performance audit of operators and itself (for the current and previous triennia). For operators, the audit was made and calculated the required performance indicators, and the audit report was transmitted to the entity that allocates the operator's TDA money, and to the RTPA within 12 months after the end of the triennium. If an operator's audit was not transmitted by the start of the second fiscal year following the last fiscal year of the triennium, TDA funds were not allocated to that operator for that or subsequent fiscal years until the audit was transmitted.	PUC 99246, 99248	In compliance	Michael Baker International was selected to prepare the Triennial Performance Audits for FY 2018 – FY 2020.  Moore & Associates, Inc. was selected to prepare the Triennial Performance Audits for FY 2021 – FY 2023.
The RTPA has submitted a copy of its performance audit to the Director of the California Department of Transportation. In addition, the RTPA has certified in writing to the Director that the performance audits of operators located in the area under its jurisdiction have been completed.	PUC 99246(c)	In compliance	Completed audits were submitted electronically to Caltrans on September 27, 2021 (a request for an extension beyond the June 30, 2021 deadline was granted).
For Article 8(c) claimants, the RTPA may adopt performance criteria, local match requirements, or fare recovery ratios. In such cases, the rules and regulations of the RTPA will apply.	PUC 99405	Not applicable	No alternative performance criteria have been established for the City of Needles.
The performance audit of the operator providing public transportation services shall include a verification of the operator's cost per passenger, operating cost per vehicle service hour, passenger per vehicle service mile, and vehicle service hours per employee, as defined in Section 99247. The performance audit shall include consideration of the needs and types of passengers being served and the employment of part-time drivers and the contracting with common carriers of persons operating under a franchise or license to provide services during peak hours, as defined in subdivision (a) of section 99260.2.	PUC 99246(d)	In compliance	
The RTPA has established rules and regulations regarding revenue ratios for transportation operators providing services in urbanized and newly urbanized areas.	PUC 99270.1, 99270.2	In compliance	Included within SBCTA's TDA Claims Manual (Chapter 5).



SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
TDA TRIENNIAL PERFORMANCE AUDIT, FY 2021 – FY 2023

Final Report

Compliance Element	Reference	Compliance	Comments
The RTPA has adopted criteria, rules, and regulations for the evaluation of claims filed under Article 4.5 of the TDA and the determination of the cost effectiveness of the proposed community transit services.	PUC 99275.5	Not applicable	SBCTA does not accept or award Article 4.5 claims, instead addressing requests for funding for demand-responsive services through Article 4 and Article 8.
State transit assistance funds received by the RTPA are allocated only for transportation planning and mass transportation purposes.	PUC 99310.5, 99313.3, Proposition 116	In compliance	
Transit operators must meet one of two efficiency standards in order to use their full allocation of state transit assistance funds for operating purposes. If an operator does not meet either efficiency standard, the portion of the allocation that the operator may use for operations shall be the total allocation to the operator reduced by the lowest percentage by which the operator's total operating cost per revenue vehicle hour exceeded the target amount necessary to meet the applicable efficiency standard. The remaining portion of the operator's allocation shall be used only for capital purposes.	PUC 99314.6	Not applicable	While SBCTA does include STA efficiency tests within its TDA claims process, compliance with this requirement was waived during the audit period under AB 90 and AB 149.
The amount received pursuant to the Public Utilities Code, Section 99314.3, by each RTPA for state transit assistance is allocated to the operators in the area of its jurisdiction as allocated by the State Controller's Office.	PUC 99314.3	In compliance	
<p>If TDA funds are allocated to purposes not directly related to public or specialized transportation services, or facilities for exclusive use of pedestrians and bicycles, the transit planning agency has annually:</p> <ul style="list-style-type: none"> <li>• Consulted with the Social Services Transportation Advisory Council (SSTAC) established pursuant to PUC Section 99238;</li> <li>• Identified transit needs, including: <ul style="list-style-type: none"> <li>▪ Groups that are transit-dependent or transit-disadvantaged;</li> <li>▪ Adequacy of existing transit services to meet the needs of groups identified; and</li> <li>▪ Analysis of potential alternatives to provide transportation alternatives;</li> </ul> </li> <li>• Adopted or reaffirmed definitions of "unmet transit needs" and "reasonable to meet";</li> <li>• Identified the unmet transit needs and those needs that are reasonable to meet; and</li> <li>• Adopted a finding that there are no unmet transit needs, that there are no unmet transit needs that are reasonable to meet, or that there are unmet transit needs including needs that are reasonable to meet.</li> </ul> <p>If a finding is adopted that there are unmet transit needs, these needs must have been funded before an allocation was made for streets and roads.</p>	PUC 99401.5	In compliance	<p>FY 2021 – No unmet transit needs that are reasonable to meet.</p> <p>FY 2022 – No unmet transit needs that are reasonable to meet.</p> <p>FY 2023 – No unmet transit needs process was required as VVTA transitioned to Article 4 funding and the City of Needles only used Article 8 funds for transit. SBCTA continues to hold an annual hearing through its SSTAC.</p>

## Chapter 5 | Prior Recommendations

This section reviews and evaluates the implementation of prior Triennial Performance Audit recommendations. This objective assessment provides assurance the SBCTA has made quantifiable progress toward improving both the efficiency and effectiveness of its programs.

The prior audit – completed in August 2021 by Michael Baker International for the three fiscal years ending June 30, 2020 – included [NUMBER] recommendations:

1. [Communicate with the operators regarding the required submission of their full Productivity Improvement Program report in the TDA claim.](#)

**Discussion:** In the prior audit, this recommendation was carried forward from the previous report as being partially implemented. As outlined in the SBCTA’s TDA manual and in the Transit System Claim Checklist, one of the mandatory items on the checklist is for the transit operator to include a productivity improvement progress report with its claim submittal. The report must include (1) proof of specific efforts initiated by the operator to improve productivity, (2) status on implementing prior audit recommendations, and (3) proof of TransTrack usage. During the prior audit period, the productivity reports submitted by the operators with their claims varied, from some items being presented to none at all. TransTrack performance data printouts were provided by some, as well as reporting on prior performance audit recommendations. However, there was not consistent reporting on the three required elements. While the SBCTA quarterly multimodal report contains updated operator status information and performance indicators, the prior auditor recommended the SBCTA continue its communication with the operators to ensure proper backup for the productivity improvement program is submitted with their TDA claims. It also noted the SBCTA’s review of the claims should include operator compliance with the checklist items.

**Progress:** All of the years in this audit were exempt from the requirements of the Productivity Improvement Program due to AB 149. The SBCTA has been working with the operators to ensure the reports are submitted during the TDA claim process.

**Status:** Implemented.

2. [Update the SBCTA TDA Claims Manual.](#)

**Discussion:** The prior audit noted the last update to the in-house TDA manual was completed in May 2016. Since that time, a number of administrative, compliance, and statutory changes had been made. For example, a new farebox standard was adopted by the SBCTA for Victor Valley Transit Authority upon the agency’s expansion of service to Barstow and subsequent change in its TDA claim. Also, internal administrative changes were made to divide department responsibilities for reviewing and processing TDA claims among the Transit, Fund Administration, Finance, and Planning Departments. As an example, the auditor noted the manual should reflect consistency in improvements to the Article 3 bicycle/pedestrian claim process.



Further, several pieces of new state legislation were passed into law directly impacting the administration of the TDA. These included content contained in Senate Bill (SB) 508 (performance measurement), Assembly Bill (AB) 1113 (clarification of TDA claimants and changes in regulatory filings), SB 1 (STA augmentation and State of Good Repair programs), and AB 90 (coronavirus pandemic transit performance measures relief). As the manual should provide updated guidance on local administrative practice of TDA, the prior auditor recommended the new provisions from these statutory measures be added.

**Progress:** The TDA claims manual was updated in June 2023. It also reflects new provisions from statutory measures including AB 90 and AB 149.

**Status:** Implemented.

### 3. Update the SBCTA TDA Claims Checklist.

**Discussion:** Subsequent to the update of the TDA manual, the prior auditor recommended the SBCTA review and update its TDA claim checklist to reflect the changes. For example, AB 1113 changed the filing timeline for the transit operator financial transactions report to the State Controller from 90 days to seven months and using audited data. While the SBCTA and the transit operators are compliant with this particular change, the standard assurances in the claim continued to show the 90-day report. The TDA manual also did not show this updated change in submittal date. Also, the timeliness of the calculation of the STA eligibility criteria should accompany the claim timelines to enable the operators to determine and budget whether any of these funds will be claimed for operations rather than capital.

**Progress:** Reference to the seven-month report was updated in the 2023 revision to the claim forms. The STA efficiency test calculations are also required to be submitted if using STA for operating (though no form is provided).

**Status:** Implemented.

## Chapter 6 | Functional Review

A functional review of the San Bernardino County Transportation Authority determines the extent and efficiency of the following functional activities:

- Administration and Management;
- Transportation Planning and Regional Coordination;
- Claimant Relationships and Oversight;
- Marketing and Transportation Alternatives; and
- Grant Applications and Management; and

### Administration and Management

*A full description of the organization and member agencies of the SBCTA is provided in Chapter 3.*

As the subregional RTPA, the SBCTA works with the transit operators to ensure their TDA claims are processed in an accurate and timely manner. Transit Department staff conduct an initial review of claims for transit-related projects, while Planning Department staff review claims for bicycle and pedestrian projects. All claims are then forwarded to the Fund Administration Department for further review and processing. Operators are generally satisfied with SBCTA's efficiency and effectiveness.

TDA allocations are tracked through a TDA workbook, which includes original allocations, revisions, reimbursed amounts, and remaining balances. Capital funds are claimed by operators, but held in reserve by the SBCTA until the operator requests reimbursement. TDA funds are maintained until they are drawn down. If funds will not be used for their intended purpose, they can be reallocated to another project for that operator. The SBCTA also utilizes a workbook of all transit funding programs, which includes revenue forecasts and projected program costs through 2040.

The annual budget process is guided by the goals and objectives found in three long-range documents:

1. Measure I 2010-2040 Ordinance and Expenditure Plan,
2. Measure I Strategic Plan, and
3. Measure I 10-Year Delivery Plan.

Each annual budget contains projections, program overviews, and task-level detail for each program. The program overviews provide descriptions, goals and objectives for the upcoming fiscal year, and performance/workload indicators.

The 10-Year Delivery Plan, originally developed in 2012, is updated biennially. Each update expands on the original plan by updating revenue projections and projects, including actions taken by the SBCTA Board. It also reviews funding needs and identifies potential grant opportunities.

Progress toward budget goals is assessed on a quarterly basis, at which time it is reported to the Board of Directors, and updated annually with the development of the new budget. Progress toward projects in the 10-Year Delivery Plan is reported biennially at the time of the update.



Each regional plan, and some individual projects, include realistic goals. The comprehensive plan update – currently the Long Range Multimodal Transportation Plan – includes an assessment of recent planning studies from the SBCTA and the SBCOG to ensure an effective alignment of program and project goals and recommendations. The SBCTA Active Transportation Plan, which is updated approximately every two years, contains goals for active transportation. Progress toward these goals is assessed at the time of the update.

The SBCTA’s staffing level is adequate to meet all responsibilities. There has been some turnover, including the Fund Administration analyst who oversees TDA. A new analyst was hired in June 2022. This transition was easy, as the individual brought TDA experience from another Southern California RTPA. Departures during this time period included retirements (of which there were five or six) and those who left for new opportunities. It has been more difficult to fill positions due to fewer applicants. At the time of the site visit, the SBCTA had four open positions, two of which were newly created positions. Functions of those positions have been covered by other staff until they can be filled.

All staff receive regular performance evaluations. Employees who are new to a position (whether new hires, promoted, or reclassified) receive evaluations at six months and 12 months after hire. All employees receive annual performance evaluations each July.

Full-time employees receive a benefits package inclusive of life, health, dental, and vision insurance; retirement contributions; and disability benefits. Employees may also receive an incentive for using alternative transportation as well as tuition reimbursement. Staff also receive appropriate training for individual positions.

Governing board meetings are held the first Wednesday of the month, beginning at 10 a.m. or immediately following a closed session. Meetings are currently being held solely in-person, though publicly noticed teleconference locations are sometimes available in Big Bear, Hesperia, and Needles (depending on the preference of the Board member in those locations). Video recordings of all Board meeting are posted to the SBCTA website. Most Board members attend most Board meetings.

#### *Impact of COVID-19 pandemic*

At the time of the site visit, the SBCTA was still operating under its COVID-19 Operating and Prevention Plan, remaining in compliance with reporting requirements in place by the Centers for Disease Control and the California Division of Occupational Safety and Health (Cal/OSHA). Throughout the pandemic, SBCTA followed recommendations and guidance from local, state, and federal agencies. As a result, SBCTA closed its offices and transitioned to working from home through July 2021, when it instituted a slow return to the office. In the office, facial coverings and social distancing were required as recommended.

SBCTA Board Meetings immediately transitioned to a virtual format, which took a lot of coordination but ultimately went very smoothly. It tried to transition back to in-person meetings in late 2021, but reverted back to virtual for another few months due to a surge in COVID cases. The SBCTA replaced staff workstations with laptops to facilitate working from home. This transition was accomplished in about three months. The SBCTA has maintained its telework policy, requiring at staff to spend least two days in the office with the balance working from home.



The greatest takeaway from the pandemic has been the need to remain flexible, especially given the frequently changing and sometime conflicting guidance from local, state, and federal authorities.

#### Transportation Planning and Regional Coordination

As discussed in Chapter 3, the SBCTA is not responsible for preparing the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). San Bernardino County is included within the RTP/SCS prepared by the Southern California Association of Governments (SCAG), which serves as the Metropolitan Planning Organization for the region. The Connect SoCal Plan serves as the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) for the six-county Southern California area.

As the Subregional Planning Agency, the SBCTA's primary role in preparation of the RTP/SCS is two-fold. First, to provide the transportation projects for the subregion, which go into the modeling run by SCAG. Second, to work with jurisdictions to come up with projections for household, employment, etc. as part of the land-use component. The SBCTA's San Bernardino Transportation Analysis Model (SBTAM) is more refined than SCAG's. It predicts where and how much growth there will be in the jurisdictions. The base year for the 2024 update was 2019. The data for the model is updated every four years, with a significant model update about every 10 years, depending on funding. The SBCTA also uses the Federal Transit Administration's (FTA) Simplified Trips-on-Project Software (STOPS) model for transit projects. Information gathered and generated by the SBCTA is shared with member jurisdictions through meetings with Board members, City Managers, Planning Directors, and Public Works Directors.

The primary local revenue measure in San Bernardino County relative to transportation is Measure I. It is a retail transactions and use tax statutorily dedicated to transportation purposes. It cannot be used for any other governmental purposes or programs. Measure I is a half-cent sales tax first approved by voters in 1989 and extended through 2040 in 2004. Measure I revenues are returned to the sub-area of the county where they were generated. Each subarea has its own expenditure plan and policies.

SBCTA staff participate in numerous meetings involving state and federal agencies, including the Regional Transportation Planning Agency meeting, the California Transportation Commission (CTC) meetings, and California Federal Working Group meetings. Staff also attend workshops led by Caltrans, the California State Transportation Agency (CalSTA), and the CTC.

#### Claimant Relationships and Oversight

The SBCTA maintains a positive and effective relationship with its claimants. It uses the TDA claims process to monitor transit operator productivity improvements (in lieu of a productivity committee).

All operators within SBCTA's jurisdiction use TransTrack for planning, reporting, and as a warehouse for transit data. SBCTA's Transit Manager has access to all of the operators' platforms and uses this data to prepare the quarterly report to the Transit Committee. The SBCTA uses this data to make recommendations to the operators as well as assess productivity improvements prior to distributing funding.

The SBCTA does not establish deadlines for operator improvements, implementation of recommendations, or other targets. This is due in part because changes must be approved by the



operators' governing boards. Of greater importance is whether the operators are actively working on implementing recommended improvements, which is consistent with the requirements of the TDA. The SBCTA maintains regular and open communications with the operators, including regarding the review of TDA claim submittals.

SBCTA offers technical and managerial assistance to operators on an as-needed basis. For example, SBCTA may contract with a consultant that can provide specialized information (such as Title VI or NTD reporting) or provide assistance using in-house staff. Often the operators have the money to pay someone, but need the services within a short timeframe. The SBCTA may also reach out to another transit agency to find appropriate assistance.

The SBCTA oversees completion of TDA fiscal audits for all of its claimants and is aware when one or more may not be completed by the December 31 deadline. If needed, the SBCTA will grant an extension of up to 90 days, which is sufficient to complete the audits. Eide Bailly was the contracted TDA fiscal auditor during this audit period. During the audit period, the City of Adelanto was the only jurisdiction that failed to submit its TDA fiscal audits. Due to an oversight, funding was disbursed to this claimant without the audit being provided. While future funding will be withheld until audits are received, this is outside the purview of this Triennial Performance Audit, as it pertains to Article 8(a) funding for streets and roads.

While the prior Triennial Performance Audits were submitted late, the SBCTA did request and was granted an extension by Caltrans. The audits were completed and submitted prior to the disbursement of TDA funds.

TDA claims are processed consistently and in a timely manner. While penalties for failing to meet farebox recovery requirements were waived during the audit period, the SBCTA will withhold funding as warranted should an operator not meet its farebox recovery requirement once the waivers have expired. However, staff expect Measure I revenues will be sufficient to ensure operators are able to meet farebox recovery ratio requirements for the foreseeable future.

#### Marketing and Transportation Alternatives

The SBCTA does not actively market public transit services; that is primarily the responsibility of the individual transit operators. However, the SBCTA does conduct extensive public communications about projects and programs to promote public engagement, mitigate the impacts of construction, and identify community-based solutions. Much of the outreach is web-based/digital, including websites, social media, blog series, and other content. Project-specific information is also provided to groups that have expressed interest in a specific project or topic. At the time of the site visit, the SBCTA was engaged in an outreach campaign targeting the area east of the Metrolink terminus in Redlands. The goal of the campaign was to raise awareness of alternatives to driving by providing information, reducing fear, and supporting first-time rider experiences.

The SBCTA also promotes alternative transportation through its IE Commuter rideshare program. This is a joint effort with the Riverside County Transportation Commission (RCTC) that encourages and supports commuters using alternative travel modes such as transit, carpooling, vanpooling, walking, biking, and telework. It also assists approximately 100 employers with employee commute reduction and compliance with air district rules. The SBCTA is the operating partner, providing funding and oversight. The SBCTA also



has its own countywide vanpool subsidy. There are currently about 80 vanpools operating in San Bernardino County.

At present, the SBCTA offers input into planning, zoning, and development projects by regional or local governments entities through monthly Transportation TAC, Planning Director TAC, and City/County Manager TAC meetings. It has also been conducting focus group meetings with local community-based organizations.

#### Grant Applications and Management

The SBCTA reviews and coordinates grant applications on an as-needed basis. For formula-type grants (such as FTA Section 5310, 5311, State of Good Repair, CMAQ, and LCTOP), SBCTA works with each operator to submit the necessary documentation. For operators who have staff who apply for discretionary funding, the SBCTA will provide support when assistance is requested.

The SBCTA also assists in prioritizing grant applications, as required by the FTA, Caltrans, and/or SCAG. Should multiple operators express interest in the same discretionary grant funding, the SBCTA may work with the operators regarding a joint application. In most cases, there have not been issues with competition among operators, especially given urbanized and non-urbanized operators do not typically complete for the same funding. Discretionary funding may come from FTA Section 5310, 5311(f) (Intercity Bus), and 5339 (Low/no emission bus) programs.

The SBCTA offers consultant assistance with application review and technical assistance for operating and capital plans for FTA Section 5310 grant applications. The SBCTA also applies for funding for regional programs, such as LCTOP funding for regional free fares and marketing.

No operators within the SBCTA's jurisdiction have been denied grant funds specifically because of errors or omissions in the grant application. The SBCTA monitors apportionments and allocations for non-discretionary funding for transit, such as LCTOP and SGR, but not for discretionary grant funding.



*This page intentionally blank.*





## Chapter 7 | Findings and Recommendations

### Conclusions

Moore & Associates finds the San Bernardino County Transportation Authority to be in compliance with the requirements of the Transportation Development Act. In addition, the entity generally functions in an efficient, effective, and economical manner.

### Findings and Recommendations

The audit team has identified no compliance or functional findings.



*This page intentionally blank.*

## *Minute Action*

AGENDA ITEM: 27

***Date:*** May 1, 2024

***Subject:***

State Legislative Update

***Recommendation:***

Receive and file the April 2024 State Legislative Update.

***Background:***

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with a representative from state advocates, California Advisors, LLC, updated the Legislative Policy Committee on April 10, 2024, on budget talks between Governor Newsom and Legislative leadership, the projected state budget deficit and hearings in the current legislative session.

**Legislative Session**

During the month of March 2024, hundreds of bills were amended and referred to their appropriate policy committees in each house. While we have seen the first wave of policy occur, the bulk of the hearings will occur throughout April 2024. Furthermore, all fiscal bills will need to be out of their respective policy committees by April 26, 2024, where they will then move to the Appropriations Committee. May 3, 2024, will be the final day for policy committees to hear and report to their respective floors non-fiscal bills introduced in their house.

In addition to the upcoming policy hearings, there have been several relevant informational hearings this month - including a High-Speed Rail Authority Project Update hearing.

On March 12, 2024, the Senate held a Transportation Informational Hearing on review of the California High-Speed Rail Authority (Authority) Draft 2024 Business Plan (2024 Draft Plan). The purpose of the hearing was to review the Authority's 2024 Draft Plan and assess the state of the project. Hearing panelists included representatives from the Authority, the Legislative Analyst's Office (LAO), the independent High-Speed Rail Peer Review Group, and for the first time, the independent California High-Speed Rail Authority Inspector General.

**State Budget**

Senate and Assembly budget sub-committees continue to work through Governor Newsom's budget proposal.

On March 14, 2024, the Senate held a Budget Sub 5 Hearing on Transportation Budget Solutions. Governor Newsom's budget includes several modifications to transportation programs, which results in \$296 million General Fund reductions, \$791 million in fund shifts, and \$3.2 billion in delays.

More specifically, Governor Newsom proposes the following:

- Active Transportation: reduction of \$200 million from 2023-24; delay of \$400 million from 2021-22 to \$300 million in 2025-26 and \$100 million in 2026-27.
- Competitive Transit and Intercity Rail Capital Program (TIRCP): delay of \$2.1 billion from 2021-22 to \$512 million in 2024-25, \$564 million in 2025-26, \$438 million in

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

## Board of Directors Agenda Item

May 1, 2024

Page 2

2026-27, and \$611 million in 2027-28; shift of \$530 million from the General Fund to the Greenhouse Gas Reduction Fund (GGRF) in 2024-25 and 2025-26.

- Formula TIRCP: delay of \$1 billion from 2024-25 to 2025-26; shift of \$261 million from the General Fund to the GGRF in 2024-25.
- Highways to Boulevards: delay of \$150 million from 2021-22 to \$50 million in 2024-25, \$50 million in 2025-26, and \$50 million in 2026-27.
- Port and Freight Infrastructure Program; delay of \$100 million from 2024-25 to 2026-27.
- Port of Oakland: reduction of \$96 million from 2021-22.

In addition, the administration proposes trailer bill language to reflect these delays and reductions, as well as minor technical changes—particularly for the Ports and Freight Infrastructure Program, Formula TIRCP, and Highways to Boulevards.

The LAO recommended the Legislature adopt Governor Newsom’s proposed \$2.8 billion in cash flow adjustments as they will help address the General Fund condition without programmatic impacts.

While postponing these funds, this will create cost pressures in future budget cycles, the state has already committed these amounts for specific projects and, as such, has limited flexibility around making reductions without creating significant disruptions. Also, they recommended approving the proposed \$530 million fund shift from the General Fund to GGRF for competitive TIRCP. Another recommendation was to adopt the proposed General Fund reductions for Active Transportation Program (\$200 million) and the Port of Oakland (\$96 million). The LAO recommended the Legislature take steps to identify additional options for generating General Fund solutions from transportation programs.

On March 20, 2024, Governor Newsom, Senate President Pro Tempore Mike McGuire, and Assembly Speaker Robert Rivas announced that they reached an agreement to take early action to address the budget gap. At this stage, the only information available about the agreement is that it represents "budgets solutions" worth \$12 billion to \$18 billion to take early action to reduce the projected budget shortfall for Fiscal Year 2024-25.

Attachment A contains a list of legislative bills that the SBCTA/San Bernardino Council of Governments (SBCOG) have taken a position on. Attachment B reflects bills of interest to SBCTA and SBCOG.

***Financial Impact:***

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

***Reviewed By:***

This item was received by the Legislative Policy Committee on April 10, 2024.

***Responsible Staff:***

Otis Greer, Director of Legislative and Public Affairs

Board of Directors Agenda Item  
May 1, 2024  
Page 3

---

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

**ATTACHMENT A**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)  
LEGISLATIVE BILL POSITIONS - April 2024**

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 6 (Friedman)	Would require the California Air Resources Board to establish additional greenhouse gas emissions targets for 2035 and 2045, as well as imposing new requirements on Metropolitan Planning Organizations, such as the Southern California Association of Governments, regarding technical methodology in developing their Regional Transportation Plan and Sustainable Community Strategy.	Failed Policy Committee deadline, two-year bill. (7/14/23)	Oppose	6/14/2023
AB 7 (Friedman)	Would require the project selection process for transportation infrastructure projects funded by certain state transportation accounts to incorporate federal principles that promote accessibility, climate change, the environment, resilience, safety, timeliness, among other principles.	Failed to be voted upon on Senate Floor, two-year bill. (9/14/23)	Oppose	6/14/2023
AB 2590 (Reyes)	Would amend the California Public Utilities Code to increase the monetary thresholds of certain procurement processes for supplies, equipment and materials that are utilized for SBCTA projects.	Referred to Assembly Local Government Committee. (3/21/24)	Sponsor Support	2/14/2024

Attachment: Bill position matrix 4-24 (10530 : State Legislative Update)

**ATTACHMENT B**

**Status Report**

**Wednesday, March 27, 2024**

**AB 6 Friedman D ( Dist. 44) Transportation planning: regional transportation plans: Solutions for Congested Corridors Program: reduction of greenhouse gas emissions.**

**Location:** SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires that each regional transportation plan also include a sustainable communities strategy prepared by each metropolitan planning organization in order to, among other things, achieve certain targets established by the State Air Resources Board for the reduction of greenhouse gas emissions from automobiles and light trucks in the region for 2020 and 2035, respectively. This bill would require the state board, after January 1, 2024, and not later than September 30, 2026, to establish additional targets for 2035 and 2045, respectively, as specified.

**Position: Oppose**

**AB 7 Friedman D ( Dist. 44) Transportation: planning: project selection processes.**

**Location:** SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Transportation Agency is under the supervision of the Secretary of Transportation, who has the power of general supervision over each department within the agency. The secretary, among other duties, is charged with developing and reporting to the Governor on legislative, budgetary, and administrative programs to accomplish coordinated planning and policy formulation in matters of public interest, including transportation projects. On and after January 1, 2025, and to the extent applicable, feasible, and cost effective, this bill would require the agency, the Department of Transportation, and the California Transportation Commission to incorporate specified goals into program funding guidelines and processes.

**Position: Oppose**

**AB 295 Fong, Vince R ( Dist. 32) Department of Transportation: maintenance projects.**

**Location:** SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Transportation to expedite roadside maintenance for specified projects related to roadside maintenance and the removal and clearing of material, as provided. The bill would also authorize local governmental entities, fire protection districts, fire safe councils, and tribal entities to notify the department of those projects related to roadside maintenance and the removal and clearing of material that have not been completed in an efficient and timely manner if the continued failure to complete these projects poses a clear and imminent danger, as provided. The bill would require the Division of Maintenance to begin the maintenance project within 90 days of being notified.

**AB 382 Cervantes D ( Dist. 58) High-occupancy vehicle lanes: County of Riverside.**

**Location:** SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a regional transportation agency, in cooperation with the Department of Transportation, to apply to the California Transportation Commission to develop and operate high-occupancy toll (HOT) lanes, including administration and operation of a value pricing program and exclusive or preferential lane facilities for public transit. Current law authorizes a value pricing and transit program involving HOT lanes to be developed and

Attachment: Bill Report April 2024 (10530 : State Legislative Update)



operated on State Highway Route 15 in the County of Riverside by the Riverside County Transportation Commission. Current law requires the Department of Transportation to report to the transportation policy committees of the Legislature, on or before January 1, 2020, on the feasibility and appropriateness of limiting the use of high-occupancy vehicle lanes to high-occupancy vehicles and eligible vehicles, as defined, only during the hours of heavy commuter traffic on both State Route 91 between Interstate 15 and Interstate 215 in the County of Riverside, and State Route 60 in the County of Riverside. Separate from that report, this bill would require the Transportation Agency, on or before January 1, 2025, to report to the transportation policy committees of the Legislature on that same topic and on the feasibility and appropriateness of removing from high-occupancy vehicle lanes in the County of Riverside, except for certain high-occupancy toll lanes, any double parallel solid lines to restrict the entrance into or exit from those lanes, including the use of the appropriate markings and signage.

**Position: Watch**

**AB 591 Gabriel D ( Dist. 46) Electric vehicle service equipment: connectors and public accessibility.**

**Location: SENATE 2 YEAR**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

Would require that any electric vehicle service equipment that is capable of charging a light-duty electric vehicle and is installed or substantially retrofitted, as defined, except for private use at a single-family residence or multifamily residence, include a universal connector, as defined, and be publicly accessible. The bill would require an owner or operator of CHAdeMO electric vehicle service equipment, as defined, that is in operation on January 1, 2024, except where it is located at a single-family residence or multifamily residence and is only for private use, to maintain the CHAdeMO electric vehicle service equipment in good working condition until at least January 1, 2029.

**AB 627 Jackson D ( Dist. 60) Drayage trucks: voucher incentive project.**

**Location: SENATE RLS.**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

Current law establishes the State Air Resources Board as the state agency responsible for monitoring and regulating sources emitting greenhouse gases. The state board, in this capacity, administers the California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project under which the agency issues a limited number of vouchers to incentivize the purchase and use of zero-emission commercial vehicles. The Budget Act of 2023 appropriated funds from the Greenhouse Gas Reduction Fund to the state board for zero-emission drayage trucks to be administered through the project and, in expending those funds, requires the state board, before January 1, 2025, to limit the number and award amount levels under the project based on fleet size. This bill would require the state board to ensure that a voucher provided under the project for the purchase of a new, or the retrofit of a used, drayage truck is provided to an operator in an amount determined pursuant to a sliding scale established by the state board, based on the number of drayage trucks the operator owns. In administering the project, the bill would require the state board to prioritize the award of those vouchers to operators meeting certain criteria.

**Position: Watch**

**AB 761 Friedman D ( Dist. 44) Local finance: enhanced infrastructure financing districts.**

**Location: SENATE RLS.**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

Current law authorizes the legislative body of a city or a county to designate a proposed enhanced infrastructure financing district by adopting a resolution of intention to establish the proposed district which, among other things, is required to state that an enhanced infrastructure financing district is proposed and describe the boundaries of the proposed district. Current law requires the public financing authority to direct the preparation of and adopt an infrastructure financing plan consistent with the general plan and any relevant specific plan, and consisting of, among

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

other things, a financing section. Current law requires that the financing section include a plan for financing facilities, a limit on the total number of dollars of taxes that may be allocated to the district pursuant to the plan, and a date, either not more than 45 years from the date on which the issuance of the bonds is approved for the plan on which the district will cease to exist, by which time all tax allocation to the district will end, or, where the district is divided into project areas, a date on which the infrastructure financing plan will cease to be in effect and all tax allocations to the district will end and a date on which the district's authority to repay indebtedness with incremental tax revenues will end, as specified. This bill, for plans proposed on or after January 1, 2024, would specify that for the purpose of development and construction of passenger rail projects in the County of Los Angeles where at least 75% of the revenue from the district is used for debt service on a federal Transportation Infrastructure Finance and Innovation Act loan, the date on which the district will cease to exist shall not be more than 75 years from the date of the issuance of bonds or approval of a loan, as specified. This bill would make legislative findings and declarations as to the necessity of a special statute for specified districts enacted primarily for the purpose of development and construction of zero-emission mass transit projects.

**Position: Watch**

**AB 817 Pacheco D ( Dist. 64) Open meetings: teleconferencing: subsidiary body.**

**Location: SENATE RLS.**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Ralph M. Brown Act requires, with specified exceptions, each legislative body of a local agency to provide notice of the time and place for its regular meetings and an agenda containing a brief general description of each item of business to be transacted. The act also requires that all meetings of a legislative body be open and public, and that all persons be permitted to attend unless a closed session is authorized. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Existing law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction. Current law authorizes the legislative body of a local agency to use alternate teleconferencing provisions during a proclaimed state of emergency (emergency provisions) and, until January 1, 2026, in certain circumstances related to the particular member if at least a quorum of its members participate from a singular physical location that is open to the public and situated within the agency's jurisdiction and other requirements are met (nonemergency provisions). This bill, until January 1 2026, would authorize a subsidiary body, as defined, to use similar alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. In order to use teleconferencing pursuant to this act, the bill would require the legislative body that established the subsidiary body by charter, ordinance, resolution, or other formal action to make specified findings by majority vote, before the subsidiary body uses teleconferencing for the first time and every 12 months thereafter.

**AB 849 Garcia D ( Dist. 36) Community emissions reduction programs.**

**Location: SENATE 2 YEAR**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the State Air Resources Board to prepare, and to update at least once every 5 years, a statewide strategy to reduce emissions of toxic air contaminants and criteria air pollutants in communities affected by a high cumulative exposure burden. Current law requires the state board to include in the statewide strategy, among other components, an assessment and identification of communities with high cumulative exposure burdens for toxic air contaminants and criteria air pollutants, prioritizing disadvantaged communities and sensitive receptor locations based on specified factors. Current law requires the state board, based on the assessment and identification of communities with high cumulative exposure burdens, to select locations around the state for preparation of

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

community emissions reduction programs. Current law requires an air district encompassing any location selected by the state board to adopt, in consultation with the state board, within one year of the state board's selection, a community emissions reduction program to achieve emissions reductions for the location selected using cost-effective measures, as specified. Current law also requires an air district to submit the community emissions reduction program to the state board for review and approval as prescribed. Current law requires the air district and the state board to implement and enforce the measures in the community emissions reduction program consistent with their respective authority. This bill would additionally require the air district, in adopting a community emissions reduction program, to consult with other relevant state agencies. By imposing additional duties on air districts, this bill would impose a state-mandated local program.

**AB 930 Friedman D ( Dist. 44) Local government: Reinvestment in Infrastructure for a Sustainable and Equitable California (RISE) districts.**

**Location:** SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize the legislative bodies of 2 or more cities or counties to jointly form a Reinvestment in Infrastructure for a Sustainable and Equitable California district (RISE district) in accordance with specified procedures. The bill would authorize a special district to join a RISE district, by resolution, as specified. The bill would require the Office of Planning and Research (OPR) to develop guidelines for the formation of RISE districts no later than November 30, 2026. The bill would provide for the establishment of a governing board of a RISE district with representatives of each participating local government.

**AB 1008 Bauer-Kahan D ( Dist. 16) The Western Joshua Tree Conservation Act.**

**Location:** SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Endangered Species Act requires the Fish and Game Commission (commission) to establish a list of endangered species and a list of threatened species and to add or remove species from either list if it finds, upon the receipt of sufficient scientific information, as specified, that the action is warranted. The act prohibits the taking of an endangered or threatened species, except in certain situations. Under the act, the Department of Fish and Wildlife may authorize the taking of listed species pursuant to an incidental take permit if the taking is incidental to an otherwise lawful activity, the impacts are minimized and fully mitigated, and the issuance of the permit would not jeopardize the continued existence of the species. A violation of the provisions of the Fish and Game Code is a crime. This bill, the Western Joshua Tree Conservation Act, would prohibit any person or public agency from importing into the state, exporting out of the state, or taking, possessing, purchasing, or selling within the state, a western Joshua tree or any part or product of the tree, except as provided pursuant to existing law or by paying a specified fee.

**Position:** Watch

**AB 1333 Ward D ( Dist. 78) Residential real property: bundled sales.**

**Location:** SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2031, for purposes of the exercise of a power of sale, prohibits a trustee from bundling properties for the purpose of sale, instead requiring each property to be bid on separately, unless the deed of trust or mortgage provides otherwise. Current law also prohibits specified institutions that, during their immediately preceding annual reporting period, as established with their primary regulator, foreclosed on 175 or more residential real properties, containing no more than 4 dwelling units, from conducting a sale of 2 or more parcels of real property containing one to 4 residential dwelling units, inclusive, at least 2 of which have been acquired through

foreclosure under a mortgage or deed of trust. This bill would prohibit a developer of residential one to 4 d units, inclusive, from conducting a sale of 2 or more parcels of real property containing one to 4 residential dwelling units, inclusive, in a single transaction to an institutional investor, as defined, if the occupancy permit was issued on c after January 1, 2025.

**AB 1335 Zbur D ( Dist. 51) Local government: transportation planning and land use: sustainable communities strategy.**

**Location:** SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires specified designated transportation planning agencies to prepare and adopt a regional transportation plan directed at achieving a coordinated and balanced regional transportation system, as described. Current law requires the plan to include specified information, including a sustainable communities strategy prepared by each metropolitan planning organization, and requires each transportation planning agency to adopt and submit, every 4 years, an updated plan to the California Transportation Commission and the Department of Transportation. Current law requires the sustainable communities strategy to include specified information, including an identifier of areas within the region sufficient to house all the population of the region over the course of the planning period o the regional transportation plan, as specified, and an identification of areas within the region sufficient to house an 8-year projection of the regional housing need for the region, as specified. This bill would additionally require each metropolitan planning organization to include in the sustainable communities strategy the total number of new housin units necessary to house all the population of the region over the course of the planning period of the regional transportation plan, as specified, and the total number of new housing units necessary to house the above-described 8-year projection, as specified.

**AB 1348 Grayson D ( Dist. 15) State government: Controller: claims audits.**

**Location:** SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law, the Government Claims Act, generally requires the presentation of all claims for money or damages against local public entities and the state. Existing law provides for the presentation of a claim for which appropriations have been made, or for which state funds are available, under that act to the Controller, in the form and manner prescribed by the general rules and regulations adopted by the Department of General Services. Existing law, with specified exceptions, prohibits the Controller from drawing a warrant for any claim until it has been audited in conformity with law and the general rules and regulations adopted by the Department of General Services governing the presentation and audit of claims. This bill would authorize the Controller to conduct, unless prohibited by the provisions of a state ballot proposition passed by the electorate, financial and compliance audits a the Controller’s office deems as necessary for purposes of ensuring that any expenditures, regardless of the source or fund from which the warrants for claims are drawn, are expended in a manner consistent with the law and the voters’ intent. The bill would also authorize the Controller to conduct any audits necessary to carry out their constitutional and statutory duties and responsibilities under the law. The bill would require, if an audit is conducted as specified, the Controller to provide a report with specified information from these audits to the Legislature by June 30 following the completion of the audit and would require the Controller to allow all auditees in the report a reasonable period of time to review and comment on the section of the report relating to the auditee, as described. The bill would make related legislative findings and declarations.

**AB 1777 Ting D ( Dist. 19) Autonomous vehicles.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

Current law authorizes the operation of an autonomous vehicle on public roads for testing purposes by a driver who possesses the proper class of license for the type of vehicle operated if specified requirements are satisfied. Current law prohibits the operation of an autonomous vehicle on public roads until the manufacturer submits an application to the Department of Motor Vehicles, as specified, and that application is approved. Current law requires the manufacturer to certify in the application that, among other things, the autonomous technology satisfies specified requirements and the manufacturer has tested the autonomous vehicle on public roads and has complied with the testing standards established by the department, as specified. This bill would require a manufacturer to additionally certify that, among other things, the autonomous vehicle is capable of responding to and complying with geofencing protocols, as defined, and the manufacturer has clearly displayed a working telephone number on the autonomous vehicle that is being monitored at all times to enable communication between the manufacturer and law enforcement officers, emergency responders, and traffic control officers, as specified. If an autonomous vehicle is operating without a human operator and is found to have committed a violation of the Vehicle Code that is only punishable as an infraction, the bill would require the manufacturer to be cited for the violation.

**AB 1837 Papan D ( Dist. 21) San Francisco Bay area: public transit: Regional Network Management Council.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates the Metropolitan Transportation Commission as a local area planning agency for the 9-county San Francisco Bay area with comprehensive regional transportation planning and other related responsibilities. Current law creates various transit districts located in the San Francisco Bay area, with specified powers and duties relating to providing public transit services. Current law requires the commission to adopt rules and regulations to promote the coordination of fares and schedules for all public transit systems within its jurisdiction, as specified. This bill would create the Regional Network Management Council as an 11-member council to represent the interests of its stakeholders, to provide leadership and critical input on regional transit policies, and to provide executive guidance on regional transit policies and actionable implementation plans in pursuit of transformative improvements in the customer experience San Francisco Bay area transit. The bill would require the commission to facilitate the creation of the council.

**AB 1889 Friedman D ( Dist. 44) General plan: wildlife connectivity element.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires the legislative body of a city or county to adopt a comprehensive general plan that includes various elements, including land use and housing elements, as specified. This bill would require a general plan to include a wildlife connectivity element, or related goals, policies, and objectives integrated in other elements, that considers the effect of development within the jurisdiction on fish, wildlife, and habitat connectivity, as specified. The bill would require the wildlife connectivity element to, among other things, identify and analyze connectivity areas, permeability, and natural landscape areas within the jurisdiction, incorporate and analyze specified guidelines and standards, incorporate and analyze relevant information from specified sources, and incorporate and analyze relevant best available science. The bill would require a city or county subject to these provisions to adopt or review the wildlife connectivity element, or related goals, policies, and objectives integrated in other elements, upon the adoption or next revision of one or more elements on or after January 1, 2025.

**AB 1893 Wicks D ( Dist. 14) Housing Accountability Act: housing disapprovals: required local findings.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Housing Accountability Act, among other things, prohibits a local agency from disapproving, or conditioning



approval in a manner that renders infeasible, a housing development project for very low, low-, or moderate-income households unless the local agency makes written findings as to one of certain sets of conditions, as specified. One set of conditions is that (A) the jurisdiction has adopted a housing element that is in substantial compliance with the Housing Element Law, and (B) the housing development project is inconsistent with both the jurisdiction’s zoning ordinance and general plan land use designation as specified in any element of the general plan as it existed on the date the application was deemed complete. This bill would authorize a local agency to disapprove or conditionally approve a housing development project for very low, low-, or moderate-income households if it makes a finding that (A) the local agency has failed to adopt a revised housing element that is in substantial compliance with the Housing Element Law, (B) the housing development project is proposed for a site zoned for residential use or residential mixed-use development, and (C) the housing development project exceeds specified density requirements, has a density that is less than the minimum allowed by state or local law, or does not meet objective standards quantifiable, written development standards, as specified.

**AB 1904 Ward D ( Dist. 78) Transit buses: yield right-of-way sign.**

**Location:** ASSEMBLY CONSENT CALENDAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

Current law authorizes a transit bus in the Santa Cruz Metropolitan Transit District and the Santa Clara Valley Transportation Authority to be equipped with a yield right-of-way sign on the left rear of the bus if the applicable entity approves a resolution requesting that this section be made applicable to it. Current law requires the sign to be designed to warn a person operating a motor vehicle approaching the rear of the bus that the bus is entering traffic and be illuminated by a red flashing light when the bus is signaling in preparation for entering a traffic lane after having stopped to receive or discharge passengers. This bill would expand the authorization to equip transit buses, as described above, to apply to any transit agency if the transit agency approves a resolution that this authorization be made applicable to it.

**AB 1957 Wilson D ( Dist. 11) Public contracts: best value construction contracting for counties.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

Current law establishes a pilot program to allow the Counties of Alameda, Los Angeles, Monterey, Riverside, San Bernardino, San Diego, San Mateo, Santa Clara, Solano, and Yuba to select a bidder on the basis of best value, as defined, for construction projects in excess of \$1,000,000. Current law also authorizes these counties to use a best value construction contracting method to award individual annual contracts, not to exceed \$3,000,000, for repair, remodeling, or other repetitive work to be done according to unit prices, as specified. Current law establishes procedures and criteria for the selection of a best value contractor and requires that bidders verify specified information under oath. Current law requires the board of supervisors of a participating county to submit a report that contains specified information about the projects awarded using the best value procedures described above to the appropriate policy committees of the Legislature and the Joint Legislative Budget Committee before March 1, 2024. Current law repeals the pilot program provisions on January 1, 2025. This bill would instead authorize any county of the state to utilize this program and would remove the January 1, 2025, sunset date, thereby extending the operation of those provisions indefinitely.

**AB 2006 Mathis R ( Dist. 33) Sales and Use Tax Law: exemption: over-the-counter medication.**

**Location:** ASSEMBLY REV. & TAX SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

The Sales and Use Tax Law provides various exemptions from those taxes. This bill would, until January 1, 2030, exempt from those taxes the gross receipts from the sale in this state of, and the storage, use, or other consumption

in this state of, over-the-counter medication, as defined.

**AB 2023 Quirk-Silva D ( Dist. 67) Housing element: inventory of land: rebuttable presumptions.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Housing Element Law prescribes requirements for a city’s or county’s preparation of, and compliance with, its housing element, and requires the Department of Housing and Community Development to review and determine whether the housing element substantially complies with the Housing Element Law, as specified. Current law requires the housing element to include an inventory of land suitable and available for residential development. If the inventory of sites does not identify adequate sites to accommodate the need for groups of all household income levels, as provided, current law requires that the local government rezone sites within 3 years after the date the housing element is adopted or within one year if the local government fails to adopt a housing element that the department finds to be in substantial compliance with the Housing Element Law within 120 days of the statutory deadline to adopt the housing element. This bill, for the 7th and each subsequent revision of the housing element, would require a local government to complete the rezoning of sites within one year of the statutory deadline for the adoption of the housing element or the earlier of 3 years after the date the housing element is adopted or 90 days after receipt of comments from the department, as specified, if the local government satisfies certain requirements, including submitting a draft element or draft amendment to the department for review within specified timeframes and adopting a draft element or draft amendment that the department finds to be insubstantial compliance with the Housing Element Law, as specified.

**AB 2029 Jackson D ( Dist. 60) Electric vehicle charging stations study.**

**Location:** ASSEMBLY U. & E.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the State Energy Resources Conservation and Development Commission (Energy Commission), working with the State Air Resources Board and the Public Utilities Commission, to prepare, and update at least once every 2 years, a statewide assessment of the electric vehicle charging infrastructure needed to support the levels of electric vehicle adoption required for the state to meet its goals of putting at least 5,000,000 zero-emission vehicles on California roads by 2030 and of reducing emissions of greenhouse gases to 40% below 1990 levels by 2030. This bill would require the Energy Commission, beginning January 1, 2025, to biennially conduct a study on electric vehicle charging stations, as provided. The bill would require the study to adhere to certain criteria, including, among other things, that the study include information on whether electric vehicle charging stations have a feature to call or prompt an attendant to assist the customer with the operation of the electric vehicle charging station equipment and whether electric vehicle charging stations have attendants present to provide assistance. The bill would require the commission to incorporate the information and recommendations required to be included in the study into the statewide assessment of the electric vehicle charging infrastructure described above and to concurrently provide a report of the study to the Legislature, as provided.

**AB 2086 Schiavo D ( Dist. 40) Department of Transportation funding: report and public dashboard.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the California Transportation Commission, on or before January 1, 2026, to adopt guidelines for the Department of Transportation to use to determine whether the use of the funding made available to the department advancing the Core Four priorities of safety, equity, climate action, and economic prosperity established by the Transportation Agency. In developing the guidelines, the bill would require the commission to conduct a public engagement process, hold a public comment period, and allow the interagency equity advisory committee

Attachment: Bill Report April 2024 (10530 : State Legislative Update)



established by these 3 agencies an opportunity to review, provide recommendations on, and evaluate potential changes to, the proposed guidelines.

**AB 2087 Alanis R ( Dist. 22) California Environmental Quality Act: disclosure: identity and interests.**

**Location:** ASSEMBLY JUD.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA requires the courts to give an action or proceeding alleging noncompliance with CEQA preference over all other civil actions. CEQA requires superior courts in counties with a population of more than 200,000 people to designate one or more judges to develop expertise in CEQA and certain related laws so that those judges will be available to hear and quickly resolve actions or proceedings alleging noncompliance with CEQA. This bill would require, in all actions or proceedings brought pursuant to the provisions of CEQA, that a filing party include with the filing a disclosure of the identity and interests of the party, as provided. The bill would authorize a court to request more information as needed, including, but not limited to, financial statements and testimony, in the event a filing party that has previously brought an action or proceeding concerning a project makes a subsequent filing in an action or proceeding concerning the same project. Because the bill would impose additional duties on a lead agency that is a filing party to an action or proceeding, the bill would impose a state-mandated local program.

**AB 2090 Irwin D ( Dist. 42) Office of Farm to Fork: food deserts: transportation.**

**Location:** ASSEMBLY AGRI.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

Current law creates the Office of Farm to Fork within the Department of Food and Agriculture, and requires the office, to the extent that resources are available, to work with various entities to increase the amount of agricultural products available to underserved communities and schools in the state. Current law requires the office, among other things, to identify distribution barriers that affect limited food access and work to overcome those barriers through various actions and to coordinate with school districts and representatives to, among other things, increase the nutritional profile of foods provided in schools. This bill would require the office to also work with transportation agencies to increase the amount of agricultural products available to underserved communities and schools in the state, and to prioritize the department's efforts in food deserts, as defined, throughout the state, especially cities and counties that are most impacted by food insecurity, as defined.

**AB 2190 Mathis R ( Dist. 33) California Environmental Quality Act: expedited judicial review: infrastructure projects: hydrogen.**

**Location:** ASSEMBLY NAT. RES.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

Current law authorizes the Governor to certify certain projects, including energy infrastructure projects that meet specified requirements, for streamlining benefits related to the California Environmental Quality Act (CEQA), such as the requirement that judicial actions, including any potential appeals, challenging the certification of an EIR or the granting of approval by a lead agency for certified projects be resolved, to the extent feasible, within 270 days after the filing of the certified record of proceedings with the court. Current law excludes from the definition of "energy infrastructure project" for these purposes any project using hydrogen as a fuel. This bill would delete that exclusion, thereby authorizing the Governor to certify energy infrastructure projects that use hydrogen as a fuel for streamlining benefits related to CEQA, as described above. Because the bill would impose additional duties on lead agencies in

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

conducting the environmental review of energy infrastructure projects using hydrogen as a fuel that are certified by the Governor, including the concurrent preparation of the record of proceedings, this bill would impose a state-mandated local program.

**AB 2266 Petrie-Norris D ( Dist. 73) California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: vehicle eligibility.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The State Air Resources Board administers the California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project under which the agency issues a limited number of vouchers to incentivize the purchase and use of zero-emission commercial vehicles. This bill would require the state board to authorize a voucher issued under the program to be used for the acquisition of any zero-emission vehicle that meets specified requirements.

**AB 2290 Friedman D ( Dist. 44) Transportation: Class III bikeways: bicycle facilities: Bikeway Quick-Build Project Pilot Program.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the California Transportation Commission to develop guidelines and project selection criteria for the Active Transportation Program, as provided. Current law establishes 4 classifications of bikeways and defines a “Class III bikeway” as a bikeway that provides a right-of-way on-street or off-street, designated by signs or permanent markings and shared with pedestrians and motorists. This bill would prohibit the allocation of Active Transportation Program funds for a project that creates a Class III bikeway unless the project is on a residential street with a posted speed limit of 20 miles per hour or less.

**AB 2302 Addis D ( Dist. 30) Open meetings: local agencies: teleconferences.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Ralph M. Brown Act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing in specified circumstances if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, and the legislative body complies with prescribed requirements. Current law imposes prescribed restrictions on remote participation by a member under these alternative teleconferencing provisions, including establishing limits on the number of meetings a member may participate in solely by teleconference from a remote location, prohibiting such participation for a period of more than 3 consecutive months or 20% of the regular meetings for the local agency within a calendar year, or more than 2 meetings if the legislative body regularly meets fewer than 10 times per calendar year. This bill would revise those limits, instead prohibiting such participation for more than a specified number of meetings per year, based on how frequently the legislative body regularly meets.

**AB 2314 Lee D ( Dist. 24) Tribal housing developments: use by right: density.**

**Location:** ASSEMBLY H. & C.D.

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	27.b
	1st House				2nd House								

The Planning and Zoning Law, authorizes a development proponent to submit an application for a multifamily housing development that is subject to a streamlined, ministerial approval process, as provided, and not subject to a conditional use permit, if the development satisfies specified objective planning standards, including, among others, that the development proponent has committed to record, prior to the issuance of the first building permit, a land use restriction or covenant providing that any lower or moderate-income housing units required remain available at affordable housing costs or rent to persons and families of lower or moderate income, as specified. This bill would deem a tribal housing development that is located on a site owned in fee simple by the tribe an allowable use if it satisfies specified requirements, including that it is located on an infill lot and it is not located on an environmentally sensitive site, as specified. The bill would define “allowable use” for purposes of these provisions to mean that the development project is a permitted use regardless of zoning designation, as specified. The bill, if the proponent of the tribal housing development is not a federally recognized tribe, would require the development to be situated within a jurisdiction to which the tribe has historical ties.

**AB 2394 Grayson D ( Dist. 15) California Environmental Quality Act.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA makes various legislative findings and declarations regarding the maintenance of a quality environment for the people of this state and states the intent of the Legislature for state agencies to regulate activities so that major consideration is given to preventing environmental damage. This bill would make nonsubstantive changes to those findings and declarations, and to the statement of intent.

**AB 2400 Rivas, Luz D ( Dist. 43) California Alternative Energy and Advanced Transportation Financing Authority Act.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Alternative Energy and Advanced Transportation Financing Authority Act establishes the California Alternative Energy and Advanced Transportation Financing Authority. The act authorizes, until January 1, 2026, the authority to provide financial assistance to a participating party in the form of specified sales and use tax exclusions for projects, including those that promote California-based manufacturing, California-based jobs, advanced manufacturing, reduction of greenhouse gases, or reduction in air and water pollution or energy consumption. The act prohibits the sales and use tax exclusions from exceeding \$100,000,000 for each calendar year, except as provided. The Sales and Use Tax Law, for the purposes of the taxes imposed pursuant to that law, until January 1, 2026, excludes the lease or transfer of title of tangible personal property constituting a project to any contractor for use in the performance of a construction contract for a participating party that will use that property as an integral part of the approved project. This bill would extend the authorization to provide financial assistance in the form of a sales and use tax exclusion for qualifying projects to January 1, 2031, and would extend the sales and use tax exclusion to January 1, 2031.

**AB 2417 Hoover R ( Dist. 7) Homelessness: California Interagency Council on Homelessness.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

Current law requires the Governor to create the California Interagency Council on Homelessness, and specify the duties of the coordinating council to include creating partnerships among state agencies and departments, local government agencies, and specified federal agencies and private entities, for the purpose of arriving at specific strategies to end homelessness. Current law requires agencies and departments administering state programs to collaborate with the California Interagency Council on Homelessness to adopt guidelines and regulations to incorporate core components of Housing First. This bill would repeal Housing First policies and related requirements, thereby removing the requirement on those state agencies and departments to incorporate core components of Housing First.

**AB 2418 Patterson, Jim R ( Dist. 8) Vehicular air pollution: heavy-duty trucks.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the state board to adopt and implement emission standards for new motor vehicles for the control of emissions from new motor vehicles that the State Air Resources Board finds to be necessary and technologically feasible, as provided. Current state regulations establish exhaust emissions standards and test procedures for 1985 and subsequent model heavy-duty engines and vehicles, as provided. Current law defines “heavy-duty” for purposes of laws governing air resources. This bill would exempt, notwithstanding any other law, a 2024 and subsequent model heavy-duty truck that meets federal exhaust emission standards from the state regulations described above governing exhaust emissions standards and test procedures for 1985 and subsequent model heavy-duty engines and vehicles.

**AB 2421 Low D ( Dist. 26) Employer-employee relations: confidential communications.**

**Location:** ASSEMBLY P.E. & R.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law that governs the labor relations of public employees and employers, including the Meyers-Milias-Brow Act, the Ralph C. Dills Act, provisions relating to public schools, provisions relating to higher education, and provisions relating to the the San Francisco Bay Area Rapid Transit District, prohibits employers from taking certain actions relating to employee organization, including imposing or threatening to impose reprisals on employees, discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of their exercise of their guaranteed rights. This bill would also prohibit a local public agency employer, a state employer, a public school employer, a higher education employer, or the district from questioning any employee or employee representative regarding communications made in confidence between an employee and an employee representative in connection with representation relating to any matter within the scope of the recognized employee organization’s representation.

**AB 2427 McCarty D ( Dist. 6) Electric vehicle charging stations: permitting: curbside charging.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law continues into existence the zero-emission vehicle (ZEV) division within GO-Biz as the Zero-Emission Vehicle Market Development Office. Current law references GO-Biz’s Electric Vehicle Charging Station Permitting Guidebook, which recommends best practices for electric vehicle supply equipment permitting. This bill would require the office to develop a model permitting checklist, model zoning ordinances, and best practices for permit costs and permit review timelines to help local governments permit curbside charging stations as part of the office’s development of the Electric Vehicle Charging Station Permitting Guidebook or any subsequent updates. The bill would also require the office to consult with local governments, electric vehicle service providers, and utilities while developing the above-described materials.

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, commonly referred to as the Density Bonus Law, requires a city, county, or city and county to provide a developer that proposes a housing development within the city or county with a density bonus, waivers or reductions of development standards, parking ratios, and other incentives or concessions, as specified, if the developer agrees to construct certain types of housing, including a housing development in which 100% of the units are for lower income households, except that up to 20% of the units in the development may be for moderate-income households, as specified. This bill would prohibit a city, county, or city and county from charging a monitoring fee, as defined, on those types of housing developments if certain conditions are met. The bill would provide that, beginning on January 1, 2025, any housing development that is currently placed in service, is subject to monitoring fees, and meets those conditions shall no longer be subject to those fees.

**AB 2431 Mathis R ( Dist. 33) Taxation: Transactions and Use Tax Law: limit increase.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes cities and counties, subject to certain limitations and approval requirements, to levy a transactions and use tax for general or specific purposes, in accordance with the procedures and requirements set forth in the Transactions and Use Tax Law, including a requirement that the combined rate of all taxes that may be imposed in accordance with that law in the county not exceed 2%. This bill would authorize a city, county, or city and county to impose a transactions and use tax at a rate of no more than an unspecified percentage that, in combination with other transactions and use taxes, would exceed the above-described combined rate limit of 2%, if certain conditions are met, including that the city, county, or city and county has reached the 2% rate limitation.

**AB 2443 Carrillo, Juan D ( Dist. 39) Western Joshua Tree Conservation Act: agreements with counties or cities: industrial and commercial projects.**

**Location:** ASSEMBLY W.,P. & W.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Western Joshua Tree Conservation Act would prohibit any person or public agency from importing into the state, exporting out of the state, or taking, possessing, purchasing, or selling within the state, a western Joshua tree or any part or product of the tree, except as provided. Pursuant to that act, the Department of Fish and Wildlife is authorized to enter into an agreement with any county or city to delegate to the county or city the ability to authorize the taking of a western Joshua tree associated with developing single-family residences, multifamily residences, accessory structures, and public works projects concurrent with its approval of the project if certain conditions are met. This bill would additionally authorize the department to enter into an agreement with any county or city to delegate to the county or city the ability to authorize the taking of a western Joshua tree associated with commercial and industrial projects, as provided.

**AB 2448 Jackson D ( Dist. 60) Electric Vehicle Economic Opportunity Zone: County of Riverside.**

**Location:** ASSEMBLY J., E.D. & E.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, upon appropriation by the Legislature, establish an Electric Vehicle Economic Opportunity Zone (EVEOZ) for the County of Riverside, administered by the California Competes Tax Credit Committee, for the purpose of creating programs to make electric vehicle manufacturing jobs and education more accessible to lower income

Attachment: Bill Report April 2024 (10530 : State Legislative Update)



communities. The bill would require County of Riverside to assist in determining the geographical boundary of the EVELOZ. By imposing additional duties on local officials, the bill would impose a state-mandated local program. The bill would authorize the committee to partner with educational institutions, electric vehicle manufacturing businesses, and local and national financial intuitions to develop EVELOZ education, training, and investment programs, as specified.

**AB 2453 Villapudua D ( Dist. 13) Weights and measures: electric vehicle chargers and electric vehicle supply equipment.**

**Location:** ASSEMBLY P. & C.P.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides that the Department of Food and Agriculture has general supervision of the weights and measures and weighing and measuring devices sold or used in the state, including devices used to measure electricity sold as a motor vehicle fuel. Current law requires the Secretary of Food and Agriculture to establish tolerances and specifications and other technical requirements for commercial weighing and measuring, as specified. Current law requires that weighing and measuring devices be of a type or design approved by the department under a process known as "type evaluation" before they may be used for commercial purposes. This bill would authorize a measuring instrument used to measure the amount of electricity transferred from an electric vehicle charger to be used in connection with the sale of electricity as a motor vehicle fuel without first being tested if it is a type approved by the department, is calibrated and sealed by the manufacturer, and is unalterable.

**AB 2460 Ta R ( Dist. 70) Common interest developments: association governance: member election.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Davis-Stirling Common Interest Development Act defines and regulates common interest developments, including member elections. Current law prescribes that a quorum is required only if stated in the governing documents or by law. In the absence of a quorum, current law authorizes an association to adjourn the proceeding to a date at least 20 days after the adjourned proceeding, at which time the quorum required for purposes of a membership meeting is 20% of the voting members present in person, by proxy, or by secret written ballot received. Current law requires an association to provide general notice of the membership meeting, as specified, no less than 15 days prior to the election of directors. In the absence of a quorum, this bill would instead authorize the board of an association to adjourn the proceeding on behalf of the members to a date at least 20 days after the adjourned proceeding, at which time the quorum required for purposes of a reconvened membership meeting would be 20% of the voting members present in person, by proxy, or by secret written ballot received.

**AB 2463 Alanis R ( Dist. 22) Railroad employee safety.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law grants the Division of Occupational Safety and Health jurisdiction over the safety and health of railroad employees, as specified. Current law authorizes a conductor to place a pusher engine ahead of the caboose, as defined, if conditions warrant it for the safety of the occupants of a caboose. This bill would make nonsubstantive changes to provisions relating to the above-described authority of a conductor.

**AB 2464 Alanis R ( Dist. 22) Employment eligibility: reverification.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

Current law imposes various requirements on public and private employers with regard to federal immigration agency worksite enforcement actions. Current law, except as required by federal law, prohibits a public or private employer, or a person acting on behalf of a public or private employer, from re-verifying the employment eligibility of a current employee at a time or in a manner not required by specified federal law. Current law prescribes a penalty of up to \$10,000 for a violation of this prohibition to be recoverable by the Labor Commissioner. This bill would make a nonsubstantive change to these provisions.

**AB 2472 Alvarez D ( Dist. 80) State freeways: air space.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapered
	1st House				2nd House							

Current law authorizes a public agency that has responsibility for the planning and development of public transportation systems to use airspace over or under an existing state freeway as a route for a public transportation system, as provided. This bill would make nonsubstantive changes to this provision.

**AB 2474 Lackey R ( Dist. 34) Retirement: County Employees Retirement Law of 1937: benefit payments and overpayments.**

**Location:** ASSEMBLY P.E. & R.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapered
	1st House				2nd House							

The Public Employees’ Pension Reform Act of 2013 (PEPRA) prescribed various limitations on public employees, employers, and retirement systems concerning, among other things, the types of remuneration that may be included in compensation that is applied to pensions. Under the County Employees Retirement Law of 1937 (CERL), the board of retirement is required to comply with and give effect to a revocable written authorization signed by a retired member or beneficiary of a retired member, as described, authorizing the treasurer or other entity authorized by the board to deliver the monthly warrant, check, or electronic fund transfer for the retirement allowance or benefit to any specified bank, savings and loan institution, or credit union to be credited to the account of the retired member or survivor of a deceased retired member. This bill would also authorize the monthly warrant, check, or electronic fund transfer for the retirement allowance or benefit to be delivered to a prepaid account, as defined. The bill would also define “account of the retired member or survivor of a deceased retired member” to include an account held in a living trust or an income-only trust, as specified.

**AB 2479 Haney D ( Dist. 17) Housing First: core components.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapered
	1st House				2nd House							

Current law requires agencies and departments administering state programs related to homelessness to adopt guidelines and regulations to incorporate core components of Housing First, as defined. Under current law, Housing First includes time-limited rental or services assistance, so long as the housing and service provider assists the recipient, among other things, in accessing permanent housing. Current law defines “state programs” for this purpose as any program a California state agency or department funds, implements, or administers for the purpose of providing housing or housing-based services to people experiencing homelessness or at risk of homelessness, except as provided. Under existing law, the core components of Housing First include, among others, services that are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants’ lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses. This bill would clarify, pursuant to that core component, that state departments and agencies may allow programs to fund recovery housing, as defined, if the state program uses at least 75% of funds for housing or housing-based services using a harm-reduction model and



the recovery housing complies with specified requirements.

**AB 2480 Garcia D ( Dist. 36) Zero-emission schoolbus replacement grants: private contractors.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law appropriates, for the 2023–24 fiscal year, \$375,000,000 from the General Fund to the State Air Resources Board for the Hybrid and Zero-Emission Truck and Voucher Incentive Project to fund grants to local educational agencies, as defined, for zero-emission schoolbuses to replace heavy-duty internal combustion schoolbuses owned by local educational agencies, as specified, and \$125,000,000 from the General Fund to the State Energy Resources Conservation and Development Commission to fund grants to local educational agencies for zero-emission schoolbus charging or fueling infrastructure and related activities, including, but not limited to, charging or fueling stations, equipment, site design, construction, and related infrastructure upgrades, in order to complement those vehicle investments, as specified. This bill would include, for the definition of a local educational agency for purposes of these provisions, a private contractor with ownership of title for a schoolbus that is used to provide transportation services for a school district, county office of education, or charter school, as provided.

**AB 2482 Papan D ( Dist. 21) County treasurer: settlement of accounts.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the county treasurer to settle the county treasurer’s accounts relating to the collection, care, and disbursement of public revenue with the auditor no less frequently than monthly. Current law additionally requires the county treasurer, upon the request of the auditor, to provide a settlement of cash receipts and disbursements of the prior calendar month to the auditor on or before 10 business days after the treasurer receives the auditor’s request. This bill would instead require the treasurer, upon the request of the auditor, to provide a settlement of cash receipts and disbursements of the prior calendar month to the auditor on or before 12 business days after the treasurer receives the auditor’s request.

**AB 2485 Carrillo, Juan D ( Dist. 39) Regional housing need: determination.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, which includes, among other mandatory elements, a housing element. That law requires, for the 4th and subsequent revisions of the housing element, the Department of Housing and Community Development (department) to determine the existing and projected need for housing for each region, as specified. That law requires the department, in consultation with the council of governments, to determine the existing and projected need of housing for each region in a specified manner. That law requires the department’s determination to be based upon population projections produced by the Department of Finance, as specified. That law also requires the department to meet and consult with the council of governments regarding the assumptions and methodologies to be used to determine each region’s housing need and requires the council of governments to provide data assumptions from the council of governments’ projections, as specified. That law authorizes the department to accept or reject the information provided by the council of governments and, after consultation with each council of governments, to make determinations on the council of governments’ data assumptions and the methodology the department will use to determine each region’s housing need. That law requires the department to provide its determinations to each council of governments, as specified. This bill would require the department to publish on its internet website the data sources, analyses, and methodology, as specified, prior to finalization of the regional determination.

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

Location: ASSEMBLY L. & E.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, upon appropriation by the Legislature, establishes the position of Deputy Secretary for Climate within the Labor and Workforce Development Agency, to be appointed by the Governor and subject to confirmation by the Senate, for the purpose of assisting in the oversight of California’s workforce transition to a sustainable and equitable carbon-neutral economy. Current law requires the deputy secretary to perform specified duties, including creating or coordinating programs with other state agencies to retrain and upskill workers for, among other jobs, clean energy jobs, as specified. On or before January 1, 2025, and annually thereafter, current law requires the deputy secretary to submit a report to the Legislature on key findings and recommendations regarding the development and implementation of the workforce transition to a sustainable and equitable clean energy economy. This bill would also require the deputy secretary to create and maintain a green jobs website that serves as the central hub for employment opportunities related to the transition to carbon-neutral jobs.

AB 2488 Ting D ( Dist. 19) Downtown revitalization and economic recovery financing districts.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the legislative body of a city or a county to establish an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance, including the acquisition, construction, or rehabilitation of housing for persons of very low, low, and moderate income. Current law requires the legislative body to establish a public financing authority, defined as the governing board of the enhanced infrastructure financing district, at the same time the resolution to form an enhanced infrastructure district is adopted. Current law requires the public financing authority to adopt an infrastructure financing plan that includes specified information, including a finding that the development and financial assistance are of communitywide significance and provide significant benefits to an area larger than the area of the district. This bill would authorize a local government to designate one or more downtown revitalization and economic recovery financing districts for the purpose of financing office-to-residential conversion projects with incremental tax revenues generated by office-to-residential conversion projects within the district.

AB 2503 Lee D ( Dist. 24) California Environmental Quality Act: exemption: railroad electrification and railroad siding projects.

Location: ASSEMBLY NAT. RES.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) CEQA requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would exempt from the requirements of CEQA railroad electrification projects and railroad siding projects. Because a lead agency would be required to determine the applicability of this exemption, this bill would impose a state-mandated local program.

AB 2522 Carrillo, Wendy D ( Dist. 52) South Coast Air Quality Management District: district board: compensation.

Location: ASSEMBLY NAT. RES.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides for the creation of the South Coast Air Quality Management District in those portions of the

Counties of Los Angeles, Orange, Riverside, and San Bernardino included within the area of the South Coast Air Quality Management District Basin, as specified. Current law provides that the south coast district is governed by a district board consisting of 13 members. This bill would provide that each member of the board shall receive compensation of \$200 for each day, or portion thereof, but not to exceed \$2,000 per month, while attending meetings of the board or any committee thereof or, upon authorization of the board, while on official business of the district, and the actual and necessary expenses incurred in performing the member’s official duties. The bill would provide that the compensation of each member of the board may be increased beyond this amount by the board, as specified.

**AB 2525 Zbur D ( Dist. 51) State highways: property leases.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Department of Transportation to offer leases to the City of Los Angeles on a right of first refusal basis for any airspace under a freeway or certain real property acquired for highway purposes located in the city for purposes of an emergency shelter or feeding program for a lease amount, for up to 10 parcels, of \$1 per month, and a payment of an administrative fee not to exceed \$500 per year, as specified. This bill would expand the purposes for which these leases may be issued to include an emergency shelter or feeding program, a secure vehicle lot program, or any combination of those purposes. The bill would define “secure vehicle lot program” to mean the use of the leased property to store a vehicle belonging to a person receiving services from the lessee or other governmental agency for the purpose of relieving homelessness. The bill would also increase the number of parcels that may be leased for \$1 per month to 25 parcels.

**AB 2535 Bonta D ( Dist. 18) Trade Corridor Enhancement Program.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the California Transportation Commission, under a program commonly known as the Trade Corridor Enhancement Program, to allocate, upon appropriation by the Legislature, revenues from a specified portion of the state excise tax on diesel fuel and certain federal funds for infrastructure projects located on or along specified transportation corridors. Under existing law, eligible projects under the program include, among others, highway improvements to more efficiently accommodate the movement of freight and environmental and community mitigation or efforts to reduce environmental impacts of freight movement. This bill would prohibit the commission from allocating funding under the program to a project that adds a general purpose lane to a highway or expands highway capacity in a community that meets certain criteria relating to pollution impacts.

**AB 2536 Hoover R ( Dist. 7) Vehicles: local registration fees.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a county, upon the adoption of a resolution by its board of supervisors, to impose a specific fee, in addition to other fees imposed for the registration of a vehicle, to be expended in part to fund programs to deter, investigate, and prosecute vehicle theft crimes. This bill would, for purposes of this requirement, define vehicle theft crimes to include the theft of vehicle parts or components.

**AB 2553 Friedman D ( Dist. 44) Housing development: major transit stops: vehicular traffic impact fees.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) exempts from its requirements residential projects on infill sites

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

and transit priority projects that meet certain requirements, including a requirement that the projects are located within 1/2 mile of a major transit stop. CEQA defines “major transit stop” to include, among other locations, the intersection of 2 or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. This bill would revise the definition of “major transit stop” to increase the frequency of service interval to 20 minutes. The bill would additionally define “major transit stop” to include a site in an urbanized area that is being served by an on-demand transit service at least 12 hours a day, 7 days a week. Because the bill would require a lead agency to make an additional determination as to whether a location is a major transit stop for purposes of determining whether residential or mixed-use residential projects are exempt from CEQA, this bill would impose a state-mandated local program.

**AB 2555 Quirk-Silva D ( Dist. 67) Sales and use tax: exemption: medicinal cannabis: donations.**

**Location:** ASSEMBLY REV. & TAX

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law exempts from the use tax the storage, use, or other consumption in this state of medicinal cannabis or medicinal cannabis products that are donated, for no consideration, under specified circumstances. Current law requires the exemption to apply only if the cannabis retailer certifies in writing, as specified, that the medicinal cannabis or medicinal cannabis product will be used as specified. Current law makes a licensee that uses the donated medicinal cannabis or medicinal cannabis product in some other manner, or for some other purpose, liable for the payment of use tax and subject to having their license suspended. Current law repeals these provisions 5 years after the specified operative date. This bill would extend these provisions indefinitely. By expanding the scope of the crime of perjury, the bill would impose a state-mandated local program.

**AB 2559 Petrie-Norris D ( Dist. 73) Local planning: electric vehicle service equipment: permitting delays.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

This bill would require the Governor's Office of Business and Economic Development (GO-Biz) to create and maintain a publicly accessible internet website that contains a landing page with functionality to collect information and report delays and denials in the permitting of electric vehicle service equipment, as specified. The bill would require GO-Biz to establish a working group to evaluate the data it receives from the internet website and direct the working group to determine recommended solutions to address permitting delays. The bill would require, on or before January 1, 2026, GO-Biz to submit to the Legislature and publish on its internet website a comprehensive report regarding the challenges identified throughout the data collection process, as specified. The bill would also require GO-Biz to establish a permit streamlining specialist to assist authorities having jurisdiction with permit delays and denials related to these provisions.

**AB 2560 Alvarez D ( Dist. 80) Density Bonus Law: California Coastal Act of 1976.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Coastal Act of 1976 (act regulates development, as defined, in the coastal zone, as defined, and requires a new development to comply with specified requirements. The Density Bonus Law provides that its provisions do not supersede or in any way alter or lessen the effect or application of the act, and requires that any density bonus, concessions, incentives, waivers or reductions of development standards, and parking ratios to which an applicant is entitled under the Density Bonus Law be permitted in a manner consistent with the act. This bill would provide that any density bonus, concessions, incentives, waivers or reductions of development standards, an parking ratios to which an applicant is entitled under the Density Bonus Law be permitted notwithstanding the act.

**AB 2583 Berman D ( Dist. 23) School zones and walk zones.**

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires the legislative body of a city or county to adopt a comprehensive general plan that includes various elements, including a circulation element to plan for transportation routes. This bill would require, upon any substantive revision of the circulation element on or after January 1, 2025, the legislative body of city or county, to identify and establish school walk zones for all schools located within the scope of the general plan. The bill would define a “school walk zone” to mean all roadways and sidewalks within 1/2 mile in all directions of the boundary line of a school grounds.

**AB 2584 Lee D ( Dist. 24) Single-family residential real property: corporate entity: ownership.**

**Location:** ASSEMBLY JUD.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law generally regulates the obligations of owners with respect to real property. This bill would prohibit a business entity that has an interest in more than 1,000 single-family residential properties from purchasing, acquiring or otherwise obtaining an interest in another single-family residential property and subsequently leasing the property. The bill would authorize the Attorney General to bring a civil action for a violation of these provisions, and would require a court in a civil action in which the Attorney General prevails to order specified relief, including that the business entity pay a civil penalty of \$100,000 for each violation and that the business entity sell the property to an independent third party within one year of the date that the court enters judgment.

**AB 2590 Reyes D ( Dist. 50) San Bernardino County Transportation Authority: contracting.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law creates the San Bernardino County Transportation Authority with various powers and duties relative to transportation planning and funding in the County of San Bernardino. Existing law requires the authority’s contracts for the purchase of supplies, equipment, and materials, and the construction of all facilities and works, to be let to the lowest responsible bidder when the expenditure required exceeds \$25,000. Existing law also requires the authority to obtain a minimum of 3 quotations, either written or oral, that permit prices and terms to be compared whenever the expected expenditure required exceeds \$1,000 but not \$25,000. This bill would authorize a contract for the purchase of supplies, equipment, or materials with a required expenditure that exceeds \$150,000 to be let to the lowest responsible bidder, or, in the authority’s discretion, to the responsible bidder who submitted a proposal that provides the best value to the authority on the basis of the factors identified in the solicitation. The bill would also require, to the extent practicable, the authority to obtain a minimum of 3 quotations, either written or oral, that permit prices and terms to be compared whenever the expected expenditure required for the purchase of supplies, equipment, or materials exceeds \$5,000 but does not exceed \$150,000.

**Position:** Sponsor

**AB 2592 Grayson D ( Dist. 15) Local planning: housing elements: water and sewer services.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires that the housing element adopted by the legislative body of the city, county, or city and county and any amendments made to that element be delivered to all public agencies or private entities that provide water or sewer services, as described, within the territory of the legislative body. Current law requires each public agency or private entity providing water or sewer services to grant a priority for the provision of these



services to proposed developments that include housing units affordable to lower income households. Existing law also requires a public agency or private entity providing water or sewer services to adopt written policies and procedures not later than July 1, 2006, and at least once every 5 years thereafter, with specific objective standards for provision of services, as described. This bill would instead require each public agency or private entity providing water or sewer services to grant a priority for the provision of these services to proposed housing developments, which the bill would define for these purposes to include both housing developments that include units sold or rented to lower income households, as provided in existing law as described above, and housing developments constructed pursuant to specified laws providing for ministerial approval of certain housing developments or subdivision maps. The bill would also update the compliance date to adopt written policies and procedures to July 1, 2025, and continue to require the adoption of those written policies and procedures at least once every 5 years thereafter.

**AB 2626 Dixon R ( Dist. 72) Advanced Clean Fleets regulations: local governments.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the State Air Resources Board to adopt and implement motor vehicle emission standards, in-use performance standards, and motor vehicle fuel specifications for the control of air contaminants and sources of air pollution that the state board has found necessary, cost effective, and technologically feasible. Pursuant to its authority, the state board has adopted the Advanced Clean Fleets Regulation, which imposes various requirements for transitioning local, state, and federal government fleets of medium- and heavy-duty trucks, other high-priority fleets of medium- and heavy-duty trucks, and drayage trucks to zero-emission vehicles. The Advanced Clean Fleets Regulation authorizes entities subject to the regulation to apply for exemptions from its requirements under certain circumstances. This bill would extend the compliance dates for local government set forth in the Advanced Clean Fleets Regulation by 10 years. The bill would prohibit the state board from taking enforcement action against a local government for violating the Advanced Clean Fleets Regulation if the alleged violation occurs before January 1, 2025.

**AB 2634 McCarty D ( Dist. 6) Sacramento Regional Transit District.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the formation of the Sacramento Regional Transit District with various powers and duties with respect to transportation planning, programming, construction, and operations. Current law requires each transit operator, including the district, that offers reduced fares to senior citizens to also offer reduced fares to disabled persons, as defined, and disabled veterans, as defined, at the same rate established for senior citizens, as specified. This bill would exempt the district from that requirement.

**AB 2638 Ward D ( Dist. 78) Housing programs: financing.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Department of Housing and Community Development and requires it to administer various programs intended to promote the development of housing and to provide housing assistance and home loans. Current law sets forth various general powers of the department in implementing these programs, including authorizing the department to enter into long-term contracts or agreements of up to 30 years for the purpose of servicing loans or grants or enforcing regulatory agreements or other security documents. Current law, unless an extension of a department loan, the reinstatement of a qualifying unpaid matured loan, the subordination of a department loan to new debt, or an investment of tax credit equity would result in a rent increase for tenants of a development, authorizes the Department of Housing and Community Development to approve an extension,

reinstatement, subordination, payoff, extraction, or investment pursuant to specified rental housing finance as specified, or if the department determines that a project has, or will have after rehabilitation or repairs, a potential remaining useful life equal to or greater than the term of the restructured loan. Current law authorizes the department to charge a monitoring fee to cover the aggregate monitoring costs in years the loan is extended and a transaction fee to cover its costs for processing restructuring transactions, and requires developer fee limitations to be consistent with specified laws and regulations, including regulations by the California Tax Credit Allocation Committee. This bill would revise and recast these provisions, including additionally authorizing the department to approve the payoff of a department loan in whole or part before the end of its term and the extraction of equity from a development for purposes approved by the department. The bill would specify eligible uses of loan and equity sources, if the department determines that a project has, or will have after rehabilitation or repairs, a potential remaining useful life equal to or greater than the term of the department’s regulatory agreement for purposes of approving an extension, reinstatement, subordination, payoff, extraction, or investment, as described above.

**AB 2639 Patterson, Joe R ( Dist. 5) Forestry: timber operations: maintenance of timberlands for fuels reduction.**

**Location:** ASSEMBLY NAT. RES.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Z’berg-Nejedly Forest Practice Act of 1973 prohibits a person from conducting timber operations unless a timber harvesting plan prepared by a registered professional forester has been submitted to, and approved by, the Department of Forestry and Fire Protection. Current law defines “timber operations” for purposes of the act. The act provides that any person who willfully violates any provision of the act or rule or regulation of the State Board of Forestry and Fire Protection is guilty of a misdemeanor. The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. This bill would expand the definition of “timber operations” to include the maintenance of timberlands for fuels reduction, paid in part or in whole with public funds.

**AB 2645 Lackey R ( Dist. 34) Electronic toll collection systems: information sharing: law enforcement.**

**Location:** ASSEMBLY PUB. S.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a law enforcement agency to request the Department of the California Highway Patrol (CHP) to activate the Emergency Alert System within the appropriate area if that agency determines that a child 17 years of age or younger, or an individual with a proven mental or physical disability, has been abducted and is in imminent danger of serious bodily injury or death, and there is information available that, if disseminated to the general public, could assist in the safe recovery of that person. Current law also authorizes the CHP, upon the request of a law enforcement agency, to activate various other alerts for missing individuals meeting certain criteria and alerts following an attack upon a law enforcement officer or a hit-and-run fatality. This bill, if the CHP activates one of the above-mentioned alerts and that alert contains a license plate number of a vehicle involved in the incident would require a transportation agency that employs an electronic toll collection system to notify the CHP and the law enforcement agency that requested the alert upon identifying that vehicle with that license plate number using a camera-based vehicle identification system or other electronic medium employed in connection with the electronic toll collection system. The bill would require the notification to include the time and location that the vehicle was identified. By requiring a local transportation agency to report this information, this bill would impose a state-mandated local program.

**Position: Support**

**AB 2649 Wicks D ( Dist. 14) State government: housing projects.**



**Location: ASSEMBLY PRINT**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would state the intent of the Legislature to enact legislation that would designate an unspecified state entity with permitting authority for housing projects of statewide significance, and would make related findings and declarations.

**AB 2656 Patterson, Jim R ( Dist. 8) Tribal gaming: compact ratification.**

**Location: ASSEMBLY RLS.**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Constitution authorizes the Governor to negotiate and conclude tribal-state gaming compacts, subject to ratification by the Legislature. Current law expressly ratifies a number of tribal-state gaming compacts between the State of California and specified Indian tribes. The California Environmental Quality Act (CEQA) requires a lead agency to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project, as defined, that it proposes to carry out or approve that may have a significant effect on the environment, as defined, or to adopt a negative declaration if it finds that the project will not have that effect. This bill would ratify the tribal-state gaming compact entered into between the State of California and the Table Mountain Rancheria, executed on November 1, 2023. The bill would provide that, in deference to tribal sovereignty, certain actions related to this compact are not projects for purposes of CEQA.

**AB 2662 Mathis R ( Dist. 33) Sale of agricultural land: tribal first right of refusal.**

**Location: ASSEMBLY AGRI.**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require a property owner selling agricultural land within an area of cultural and traditionally significant land to send, before selling or participating in negotiations to sell that agricultural land to a prospective buyer, a notice of first right of refusal for the agricultural land to a California Native American tribe affiliated with the cultural and traditionally significant land within the area of the agricultural land. The bill would require a California Native American tribe desiring to purchase the agricultural land to notify, in writing, the property owner of its interest in purchasing the agricultural land within 30 days after the notice of first right of refusal is provided. The bill would, after the property owner receives a notice of interest from a California Native American tribe, require the property owner and tribe to enter into good faith negotiations to determine mutually satisfactory terms of the sale except for the price, as specified. The bill would require the price to be the appraised fair market value of the agricultural land, unless otherwise mutually agreed upon by all parties to the sale. The bill would authorize the property owner to transfer the agricultural land without regard for these provisions, if the property owner does not receive a notice of interest from a California Native American tribe 30 days after the notice of first right of refusal is provided, or if the terms, besides price, cannot be agreed upon after a good faith negotiation period of not less than 90 days. This bill would provide that if a California Native American tribe purchases agricultural land in accordance with this bill, the tribe shall continue to use the agricultural land for agricultural purposes.

**AB 2663 Grayson D ( Dist. 15) Affordable housing fees: reports.**

**Location: ASSEMBLY H. & C.D.**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Mitigation Fee Act, among other things, imposes various requirements with respect to the establishment, increase, or imposition of a fee by a local agency as a condition of approval of a development project, including requiring the local agency to identify the use to which the fee is to be put, as specified. The act requires a local

agency, upon receipt of a fee subject to these provisions, to deposit, invest, account for, and expend the fee as specified. For the 5th fiscal year following the first deposit into the account of fund, and every 5 years thereafter, the act requires the local agency to make prescribed findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted, including demonstrating a reasonable relationship between the fee and the purpose for which it is charged. This bill, commencing on January 1, 2026, would require a local agency that collects inclusionary housing zoning in-lieu fees to annually post on its internet website the amount of those fees collected in the previous year and whether those fees are intended to be used for a project, if any. The bill, commencing on January 1, 2026, and every 5 years thereafter, would require a local agency that collects inclusionary housing zoning in-lieu fees to post on its internet website the amount of those fees collected in the past 5 years and the project those fees were spent on.

**AB 2665 Lee D ( Dist. 24) Housing finance: Mixed Income Revolving Loan Program.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would establish, upon appropriation by the Legislature, the Mixed Income Revolving Loan Program within the California Housing Finance Agency to zero-interest construction loans to qualifying residential, infill housing developers for the purpose of constructing deed-restricted affordable housing. The bill would require the agency to formulate a program for the development of multifamily housing projects where a portion of the housing units are set aside to ensure affordability, as specified. The bill would require the agency to be the administrator of the program and to promulgate rules and regulations deemed necessary for the administration and implementation of its provisions.

**AB 2667 Santiago D ( Dist. 54) Affirmatively furthering fair housing: housing element: reporting.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, commonly referred to as the Housing Element Law, prescribes requirements for a city’s or county’s preparation of, and compliance with, its housing element, and requires the Department of Housing and Community Development to review and determine whether the housing element substantially complies with the Housing Element Law, as specified. Current law requires a housing element to contain an inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality’s housing need for a designated income level. Current law requires a housing element to include a program that sets forth a schedule of actions during the planning period, each with a timeline for implementation such that there will be beneficial impacts of the programs within the planning period, that the local government is undertaking or intends to undertake to implement the policies and achieve the goals and objectives of the housing element through, among other things, the administration of land use and development controls and the provision of regulatory concessions and incentives. Current law requires this program to affirmatively further fair housing and consist of specified components, including a summary of fair housing issues in the jurisdiction and an assessment of the jurisdiction’s fair housing enforcement and fair housing outreach capacity. This bill would require the Department of Housing and Community Development to develop a standardized reporting format for programs and actions taken with regards to the local agency affirmatively further fair housing that enables the reporting of the assessment components described-above, as specified. The bill would require local governments to utilize the standardized reporting format for the 7th and each subsequent revision of the housing element.

**AB 2669 Ting D ( Dist. 19) Toll bridges: tolls.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Attachment: Bill Report April 2024 ( 10530 : State Legislative Update)

Existing law provides for the construction and operation of various toll bridges by the state, the Golden Gate Bridge, Highway and Transportation District, and private entities that have entered into a franchise agreement with the state. This bill would prohibit a toll from being imposed on the passage of a pedestrian, bicycle, or personal micromobility device over these various toll bridges, unless the bridge was under construction on or before January 1, 2025, and the tolls are used to fund the cost of constructing the bridge.

**AB 2676 Gabriel D ( Dist. 46) Housing elements.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires a city, county, or city and county to submit a draft housing element or draft amendment to its housing element to the Department of Housing and Community Development for a determination as to whether the draft complies with state law governing housing elements. Current law imposes certain requirements on an action brought by an interested party to review the conformity of a housing element with applicable state law. This bill would make a nonsubstantive change to the provision imposing certain requirements on those actions.

**AB 2678 Wallis R ( Dist. 47) Vehicles: high-occupancy vehicle lanes.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current state law authorizes the Department of Transportation to designate certain lanes for the exclusive use of high-occupancy vehicles (HOVs). Current federal law authorizes, until September 30, 2025, a state to allow specified alternate fuel and plug-in electric or hybrid vehicles to use lanes designated for HOVs. Current state law authorizes the Department of Motor Vehicles to issue decals or other identifiers to qualified vehicles, as specified. Current state law allows a vehicle displaying a valid decal or identifier issued pursuant to these provisions to be operated in a lane designated for the exclusive use of HOVs regardless of the occupancy of the vehicle. These existing state laws, by operation of their provisions, become inoperative on the date the federal authorization expires. Current state law also repeals these provisions on September 30, 2025. This bill would extend the repeal date of these provisions until January 1, 2027.

**AB 2687 Flora R ( Dist. 9) Automated traffic enforcement systems.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

This bill would, until January 1, 2030, authorize a city or city and county to establish an automated traffic enforcement system for a period of 5 years if, among other things, the system meets the criteria specified above. The bill would require a violation of any traffic law that is recorded by an automated traffic enforcement system to be subject only to a civil penalty, and would prohibit the Department of Motor Vehicles from suspending or revoking the privilege of a violator to drive a motor vehicle. The bill would require a notice of violation to be in writing and issued to the registered owner of the vehicle within 15 calendar days of the date of the violation.

**AB 2697 Irwin D ( Dist. 42) Transportation electrification: electric vehicle charging infrastructure.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the State Energy Resources Conservation and Development Commission (Energy Commission) to develop network roaming requirements for electric vehicle chargers and charging station networks by January 1, 2026, that would apply to the charging network of owners or operators of electric vehicle charging stations that

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

received an incentive from a state agency or through a charge on ratepayers, as specified. The bill would re  
requirement on January 1, 2035.

**AB 2698 Ta R ( Dist. 70) Route 405: Little Saigon Freeway.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapered
	1st House				2nd House							

Existing law vests the Department of Transportation with full possession and control of all state highways. Existing law describes the authorized routes in the state highway system, including that for Route 405 from Route 5 near El Toro to Route 5 near San Fernando. This bill would specify that Route 405 from Bolsa Chica Road to Magnolia Street in the County of Orange shall be known and designated as the Little Saigon Freeway, and would require the department to determine the cost of appropriate signs showing that special designation and, upon receiving donations from nonstate sources sufficient to cover the cost, to erect those signs, as specified.

**AB 2700 Gabriel D ( Dist. 46) Emergency medical services: alternate destinations.**

**Location:** ASSEMBLY HEALTH

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapered
	1st House				2nd House							

Current law authorizes a local EMS agency to develop a community paramedicine or triage to alternate destination program that, among other things, selects providers to triage individuals to mental health facilities and sobering centers as alternates to emergency departments. Current law requires the Emergency Medical Services Authority to develop and, after approval by the Commission on Emergency Medical Services, adopt regulations and establish minimum standards for the development of those programs. This bill would require the state to survey and analyze the facilities in each county that can serve as an alternate destination facility. The bill would require a local emergency medical services agency to develop an alternate destination facility plan with protocols for transporting an individual to an alternate destination facility instead of an emergency department.

**AB 2712 Friedman D ( Dist. 44) Preferential parking privileges: transit-oriented development.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapered
	1st House				2nd House							

This bill, for a residential, commercial, or other development project that is exempt from minimum automobile parking requirements and located within a preferential parking area, would require the development project to be excluded from the boundaries of the preferential parking area and would prohibit the local authority, as defined, from issuing any permit to the residents, vendors, or visitors of the development project that grants preferential parking privileges. The bill would also authorize a local authority to issue permits to residents, vendors, and visitors of the development project that is within the boundaries of a preferential parking area if the local authority makes written findings that including the development project would not have a substantially negative impact on the preferential parking area, as specified. The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

**AB 2715 Boerner D ( Dist. 77) Ralph M. Brown Act: closed sessions.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapered
	1st House				2nd House							

The Ralph M. Brown Act generally requires that all meetings of a legislative body of a local agency be open and public and that all persons be permitted to attend and participate. Current law authorizes a legislative body to hold a closed session on, among other things, matters posing a threat to the security of essential public services, as specified. This bill would additionally authorize a closed session to consider or evaluate matters related to

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

cybersecurity, as specified, provided that any action taken on those matters is done in open session.

**AB 2717 Alvarez D ( Dist. 80) Planning and zoning: housing element: annual progress report.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

This bill would require each planning agency, in their above-described annual report, to include the number of rental housing units and for-sale units that have been completed, as evidenced by the project’s certificate of occupancy, pursuant to the above-described assessment and inventory.

**AB 2719 Wilson D ( Dist. 11) Vehicles: commercial vehicle inspections.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize a public transit agency, as defined, to request the California Highway Patrol (CHP) to conduct an annual inspection and certification of its fleet. The bill would authorize the Commissioner of the CHP to issue stickers or other devices as evidence of certification. The bill would exempt any public transit agency vehicle that has been certified through that inspection from the requirement to stop at a roadside inspection.

**AB 2728 Gabriel D ( Dist. 46) Planning and zoning: housing development: independent institutions of higher education and religious institutions.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Affordable Housing on Faith and Higher Education Lands Act of 2023 (the act) requires a housing development project on certain lands owned by an independent institution of higher education or a religious institution to be a use by right if the development project satisfies specified criteria, including that a specified percentage of the development project’s total units are for lower income households. This bill would require the program in the housing element to develop a plan that incentivizes and promotes the production of very low, low-, and moderate-income housing on land owned by religious institutions and independent institutions of higher education. The bill would require a local government to include in the annual report specified information relating to housing development projects under the act, including the number of applications submitted and the total number of building permits issued under the act. The bill would require the Department of Housing and Community Development to develop a list of existing state grants and financial incentives in connection with the planning, construction, and operation of very low, low-, and moderate-income housing on land owned by religious institutions and independent institutions of higher education, and to develop a set of model partnership agreements that can be used by those institutions when they partner with an affordable housing builder.

**AB 2735 Rubio, Blanca D ( Dist. 48) Joint powers agreements: public utilities.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes 2 or more local public entities, or a mutual water company and a public agency, to provide insurance, as specified, by a joint powers agreement. Current law authorizes local public entities or a mutual water company and a public agency to enter into a joint powers agreement for the purposes of risk-pooling, as specified. This bill would authorize a public utility, as defined, to enter into a joint powers agreement with a public agency for the purpose of jointly exercising any power common to the contracting parties. The bill would also authorize a public utility and one or more public agencies to provide insurance, as specified, by a joint powers agreement. The bill would also authorize a public utility and one or more public agencies to enter into a joint powers agreement for the

Attachment: Bill Report April 2024 (10530 : State Legislative Update)



purposes of risk-pooling, as specified.

**AB 2743 Pacheco D ( Dist. 64) Insurance: personal vehicle sharing.**

**Location:** ASSEMBLY INS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law generally regulates classes of insurance, including automobile liability insurance. Current law prohibits classifying a private passenger motor vehicle as a commercial vehicle, for-hire vehicle, permissive use vehicle, or livery solely because its owner allows it to be shared, if specified criteria are met, including if the annual revenue received by the vehicle’s owner generated by the personal vehicle sharing of the vehicle does not exceed the annual expenses of owning and operating the vehicle. This bill would clarify the above condition prohibiting a private passenger motor vehicle from being classified as a commercial vehicle, for-hire vehicle, permissive use vehicle, or livery solely because its owner allows it to be shared, to instead prohibiting that classification if the total annual revenue received by the vehicle’s owner generated by the personal vehicle sharing of the vehicle does not exceed the total annual expenses of owning and operating the vehicle.

**AB 2744 McCarty D ( Dist. 6) Vehicles: pedestrian, bicycle, and vehicle safety.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a legislative body of a city, whenever this legislative body determines that it is necessary for the more efficient maintenance, construction, or repair of streets and roads within the city, to contract with the board of supervisors of any county for the rental of the county’s equipment, as specified. This bill would, beginning on January 1, 2025, prohibit the addition of a right-turn or travel lane within 20 feet of a marked or unmarked crosswalk where there is not already a dedicated and marked right-turn or travel lane, and would prohibit vehicles from using this 20-foot area for right turns unless the area is already marked as a dedicated right-turn lane before January 1, 2025.

**AB 2750 Gallagher R ( Dist. 3) Electricity: procurement: generation from biomass.**

**Location:** ASSEMBLY U. & E.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires electrical corporations, in addition to other requirements to procure generating capacity from bioenergy projects, to collectively procure, by December 1, 2023, their proportionate share of 125 megawatts of cumulative rated generating capacity from bioenergy projects that commenced operations before June 1, 2013, and that use certain feedstocks. This bill would extend that procurement deadline to July 1, 2025.

**AB 2760 Muratsuchi D ( Dist. 66) Lower Emissions Equipment at Seaports and Intermodal Yards Program.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, until January 1, 2032, enact the Lower Emissions Equipment at Seaports and Intermodal Yards Program. The program would be administered by the State Air Resources Board and would require the state board to approve as covered equipment applicable cargo handling equipment that will reduce cumulative emissions at seaports and intermodal yards in the state. The bill would require a covered equipment application to be approved by the state board if the applicant demonstrates that the total surplus emissions from covered equipment are lower cumulative emissions than the emissions resulting from compliance with the current applicable cargo handling equipment statute, regulation, or rule, as determined by the state board pursuant to the methodology established by the bill, or that the covered equipment meets the standards and definitions for zero emissions set forth under a

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

specified European Union regulation. The bill would require the state board to certify cargo handling equipment covered equipment if the applicant seller, reseller, distributor, or manufacturer of the cargo handling equipment demonstrates to the state board that the equipment satisfies specified criteria. The bill would require the state board to establish an application fee, as specified, and would require the application fees to be deposited in the Air Pollution Control Fund and made available to the state board upon appropriation by the Legislature. The bill would require a covered equipment application to be provided to the state board for a project approval before December 31, 2025. The bill would establish eligibility criteria for projects. The bill would require the state board, by January 1, 2027, and January 1, 2031, to evaluate the impact of the program on state and local clean air efforts to meet state and local clean air goals and to hold at least one public workshop before completing the evaluation.

**AB 2793 Gabriel D ( Dist. 46) Housing elements: prohousing incentives.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. Current law requires the Department of Housing and Community Development to determine whether the housing element is in substantial compliance with those provisions. Current law requires the department to designate jurisdictions as prohousing pursuant to emergency regulations adopted by the department, as prescribed. Current law awards jurisdictions that are prohousing and that are in substantial compliance with specified provisions additional points or preference in the scoring of applications for specified state programs. This bill would make nonsubstantive changes to those provisions.

**AB 2794 Bryan D ( Dist. 55) Community development: Antidisplacement Commercial Property Acquisition Program.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law establishes the Department of Housing and Community Development to administer various programs and policies to support state housing and community development. This bill would establish the Antidisplacement Commercial Property Acquisition Program, to be administered by the Department of Housing and Community Development, to provide low-interest loans to eligible community-based acquisition partners to acquire commercial property in communities that are vulnerable to gentrification and displacement. The bill would specify the goals of the program, including ensuring local businesses remain in high-risk communities vulnerable to gentrification and displacement. The bill would establish the Antidisplacement Commercial Property Acquisition Revolving Loan Fund, and would authorize the department, upon appropriation by the Legislature to the fund for purposes of the program, to provide low-interest loans for purposes of the program. The bill would require the department to adopt regulations to administer the program, including qualifications that prioritize the preservation of Black-, indigenous-, people of color-, and women-owned businesses and the acquisition of commercial property in culturally significant commercial corridors.

**AB 2796 Alvarez D ( Dist. 80) Equitable Access to Zero-Emissions Vehicles Fund.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would establish the Equitable Access to Zero-Emission Vehicles Fund and would make moneys in the fund available, upon appropriation by the Legislature, for a new vehicle rebate program and for other specified purposes. The bill would require the State Air Resources Board, by July 1, 2025, to establish a program to offer rebates for the purchase of zero-emission vehicles and other specified vehicles from moneys made available from the fund. The bill would require the state board to submit a biennial report to the Legislature that includes certain information

Attachment: Bill Report April 2024 (10530 : State Legislative Update)



relating to the expenditures from the fund.

**AB 2802 Maienschein D ( Dist. 76) Transitional housing placement providers.**

**Location:** ASSEMBLY HUM. S.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Community Care Facilities Act requires the State Department of Social Services to license and regulate transitional housing placement providers pursuant to the act. Under current law, a transitional housing placement provider is an organization licensed by the department to provide transitional housing to foster children at least 16 years of age and not more than 18 years of age and to nonminor dependents to promote their transition to adulthood. Current law requires a transitional housing unit to include, among other things, a host family certified by a transitional housing placement provider or other designated entity, as prescribed. Current law requires the department to adopt regulations governing transitional housing placement living arrangements requirements for minors and nonminor dependents, as prescribed. Under current law, a violation of the act is a misdemeanor. This bill would require those regulations to include allowing a minor or nonminor dependent participant to share a bedroom or unit in a transitional housing placement with a nonparticipant roommate or partner, as approved by the provider on a case-by-case basis, or the participant’s coparent, as specified.

**AB 2803 Valencia D ( Dist. 68) Campaign expenditures: criminal convictions: fees and costs.**

**Location:** ASSEMBLY ELECTIONS

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Political Reform Act of 1974 deems all campaign contributions to be held in trust for expenses associated with seeking or holding office, and generally authorizes expenditures associated therewith if they are reasonably related to a political, legislative, or governmental purpose. This bill would prohibit campaign funds from being used to reimburse expenditures for attorney’s fees and other costs in connection with criminal litigation if the litigation results in a conviction of the candidate or elected officer for a felony or an offense that involves moral turpitude, dishonesty or fraud. The bill would prohibit the use of campaign funds to pay or reimburse a fine, penalty, judgment, or settlement relating to a conviction for a felony or an offense that involves moral turpitude, dishonesty, or fraud. The bill would require the candidate or elected officer, if convicted, to reimburse the campaign for all funds used in connection with other legal costs and expenses related to claims of criminal acts.

**AB 2805 Essayli R ( Dist. 63) Electricity: fixed charges: repeal.**

**Location:** ASSEMBLY U. & E.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Public Utilities Commission to adopt new, or expand existing, fixed charges, as defined, for the purpose of collecting a reasonable portion of the fixed costs of providing electrical service to residential customers. Current law requires the commission to continue a program of assistance to low-income electrical and gas customers with annual household incomes that are no greater than 200% of the federal poverty guidelines, as specified, which is referred to as the California Alternative Rates for Energy (CARE) program. Under current law, the commission may authorize fixed charges for any rate schedule applicable to a residential customer account for the purpose described above and for the CARE program. Current law requires the commission, no later than July 2024, to authorize a fixed charge for default residential rates. Current law requires these fixed charges to be established on an income-graduated basis, with no fewer than 3 income thresholds, so that low-income ratepayers in each baseline territory would realize a lower average monthly bill without making any changes in usage. This bill would repeal the provisions described in the preceding paragraph.

**AB 2809 Haney D ( Dist. 17) Vehicles: automated speed enforcement.**

**Location:** ASSEMBLY TRANS.

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Secretary of Transportation to develop guidelines for the implementation of a state highway work zone speed safety program using automated speed enforcement systems, as specified. The bill would authorize the Department of Transportation to establish a state highway work zone speed safety program in accordance with those guidelines. The bill would require the department, if a program is established, to prepare and submit a report to the Legislature, as specified.

**AB 2815 Petrie-Norris D ( Dist. 73) Clean Transportation Program: electric vehicle charging infrastructure.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the State Energy Resources Conservation and Development Commission to establish, on or before January 1, 2026, a program under the Clean Transportation Program to provide grants for repairs to electric vehicle charging infrastructure that has been in operation for at least 5 years and that is located in a publicly available parking space, as provided. The bill would authorize grant funding to be used for, among other things, the cost to repair, upgrade, or replace an electric vehicle charging port or supporting infrastructure and the cost of operations, maintenance, and warranties for repaired, upgraded, or replaced electric vehicle charging ports and supporting infrastructure. The bill would require the commission to allocate at least 50% of grant funding to low-income communities and disadvantaged communities. The bill would repeal these provisions on January 1, 2036.

**AB 2825 Boerner D ( Dist. 77) Accessory dwelling units: inspections: housing purposes.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law, authorizes a local agency, by ordinance, to provide for the creation of accessory dwelling units (ADUs) in areas zoned for residential use, as specified. Current law requires ministerial approval of ADUs, as specified, if the local agency does not adopt an ordinance governing ADUs. Under current law, a local agency is also required to ministerially approve an application for a building permit within a residential or mixed-use zone to create any of specified variations of ADUs. Current law also authorizes a local agency to provide for the creation of junior accessory dwelling units (JADUs) in single-family residential zones, as specified. This bill would authorize a local agency to adopt an ordinance that allows the local agency to inspect an ADU or JADU to ensure that the unit is used for dwelling purposes consistent with specified requirements.

**AB 2826 Ta R ( Dist. 70) Vehicles: temporary license plates.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires a dealer or lessor-retailer, when selling a vehicle, to attach a temporary license plate to a vehicle that does not already display a license plate issued by the Department of Motor Vehicles. This bill would require a dealer or lessor-retailer, when selling a vehicle, to attach for display a copy of a report-of-sale form to the vehicle before the vehicle is delivered to the purchaser only if the dealer does not attach a temporary license plate to the vehicle.

**AB 2849 Rubio, Blanca D ( Dist. 48) Beer manufacturers: sale of draught beer.**

**Location:** ASSEMBLY G.O.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law requires any on-sale retail licensee that gives, sells, or otherwise dispenses draught beer to include specified information about the beer upon the faucet, spigot, or outlet from which the beer is drawn or in the place of service and consumption, as provided. This bill would exempt from these labeling requirements premises operated under a beer manufacturer license.

**AB 2853 Wicks D ( Dist. 14) Department of Transportation.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law authorizes the Department of Transportation to do any act necessary, convenient, or proper for the construction, improvement, maintenance, or use of all highways that are under its jurisdiction, possession, or control. This bill would make nonsubstantive changes to that provision.

**AB 2854 Irwin D ( Dist. 42) Bradley-Burns Uniform Local Sales and Use Tax Law.**

**Location:** ASSEMBLY REV. & TAX

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Bradley-Burns Uniform Local Sales and Use Tax Law (Bradley-Burns) authorizes counties and cities to impose local sales and use taxes in conformity with the Sales and Use Tax Law. Current law, on or after January 1, 2016, prohibits a local agency from entering into any form of agreement that would result, directly or indirectly, in the payment, transfer, diversion, or rebate of Bradley-Burns local tax revenues to any person, as defined, for any purpose, if the agreement results in a reduction in the amount of Bradley-Burns local tax revenues that, in the absence of the agreement, would be received by another local agency and the retailer continues to maintain a physical presence within the territorial jurisdiction of that other local agency, with specified exceptions. This bill would require a local agency, as defined, to annually provide specified information relating to each agreement resulting in the direct or indirect payment, transfer, diversion, or rebate of Bradley-Burns local tax revenues to the California Department of Tax and Fee Administration.

**AB 2861 Wallis R ( Dist. 47) Personal income tax: credit: gun safe.**

**Location:** ASSEMBLY REV. & TAX

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Personal Income Tax Law allows various credits against the taxes imposed by that law. This bill would allow a credit against those taxes for each taxable year beginning on or after January 1, 2025, and before January 1, 2030, in an amount equal to the amount paid or incurred, not to exceed \$300, during the taxable year for the purchase of one gun safe, as defined, for use in a residential unit located in the state.

**AB 2867 Gabriel D ( Dist. 46) Recovery of artwork and personal property lost due to persecution.**

**Location:** ASSEMBLY JUD.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides that in the case of a theft of any article of historical, interpretive, scientific, cultural, or artistic significance, a cause of action is not deemed to have accrued until the discovery of the whereabouts of the article by the aggrieved party, the aggrieved party's agent, or a law enforcement agency. Current law requires a civil action against a museum, gallery, auctioneer, or dealer for the recovery of works of fine art that were unlawfully taken or stolen, including a taking or theft by means of fraud or duress, to be commenced within 6 years of the actual discovery by the claimant or their agent of the identity and whereabouts of the work of fine art and information or facts that are sufficient to indicate that the claimant has a claim for a possessory interest in the work of fine art. Current federal law, the Holocaust Expatriated Art Recovery Act of 2016, establishes a statute of limitation for

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

claims to recover artwork and other property, as defined, stolen or misappropriated by the Nazis between 1933 and 1945. This bill would provide that California substantive law shall apply in actions to recover fine art or an item of historical, interpretive, scientific, or artistic significance, including those covered by the Holocaust Expropriated Art Recovery Act of 2016, brought by a California resident or their heirs, as specified.

**AB 2869 Friedman D ( Dist. 44) Department of Transportation: trail access: infrastructure projects.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Department of Transportation to do any act necessary, convenient, or proper for the construction, improvement, maintenance, or use of all highways that are under its jurisdiction, possession, or control. This bill would require the department to mitigate the impact of infrastructure projects that interfere with or eliminate trail access to parks and recreational areas by maintaining safe access for users of existing trails or providing alternative safe access to those parks and recreational areas.

**AB 2874 Soria D ( Dist. 27) Planning and zoning: residential development.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would state the intent of the Legislature to enact legislation that would eliminate barriers to new residential development.

**AB 2886 Aguiar-Curry D ( Dist. 4) Gambling Control Act: injunctive relief.**

**Location:** ASSEMBLY G.O.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the Department of Justice to investigate any violations of, and to enforce, the Gambling Control Act. Current law prohibits a court from issuing a temporary injunction or other provisional order to restrain, stay, or otherwise interfere with any action by the department or the California Gambling Control Commission, except upon a finding by the court, based on clear and convincing evidence, that the public interest will not be prejudiced. Current law prohibits an order from being effective for more than 15 days and a preliminary order from being effective for more than 45 days, except by stipulation of the department or commission. This bill would extend the period an order may be effective to 21 days and extend the period a preliminary order may be effective to 60 days.

**AB 2889 Zbur D ( Dist. 51) Local public employee relations: the City of Los Angeles Employee Relations Board and the Los Angeles County Employee Relations Commission.**

**Location:** ASSEMBLY P.E. & R.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Public Employment Relations Board (PERB). Under current law, PERB has the power and duty to investigate an unfair practice charge and to determine whether the charge is justified and the appropriate remedy for the unfair practice. The Meyers-Milias-Brown Act regulates the labor relations of employees and employers of local public agencies. The act requires that a complaint alleging any violation of the act or of any rules and regulations adopted by a public agency pursuant to specified law be processed as an unfair practice charge by PERB. The act provides that the initial determination as to whether the charge of unfair practice is justified and, if so, the appropriate remedy necessary to effectuate the purposes of the act is a matter within the exclusive jurisdiction of PERB, except that in an action to recover damages due to an unlawful strike, PERB does not have authority to award strike-preparation expenses as damages and does not have authority to award damages for costs, expenses or revenue losses incurred during, or as a consequence of, an unlawful strike. Current law, notwithstanding PERB's

authority, grants the employee relations commissions for the City of Los Angeles and the County of Los Angeles the power and responsibility to take actions on all unfair practices, as specified. This bill would prohibit, in an action to recover damages due to an unlawful strike, the City of Los Angeles Employee Relations Board and the Los Angeles County Employee Relations Commission from awarding strike-preparation expenses as damages and awarding damages for costs, expenses, or revenue losses incurred during, or as a consequence of, an unlawful strike.

**AB 2891 Friedman D ( Dist. 44) Energy: electrical demand forecasts.**

**Location:** ASSEMBLY U. & E.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Energy Commission, on or before December 1, 2026, and in consultation with the Public Utilities Commission, Independent System Operator, load-serving entities, and resource aggregators, to adopt a set of upfront technical requirements and load modification protocols, as defined, to provide the option for a load-serving entity to reduce or modify its electrical demand forecast upon aggregated system operation, as specified.

**AB 2898 Carrillo, Wendy D ( Dist. 52) Unbundled parking: exemptions: Housing Choice Vouchers.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law requires the owner of qualifying residential property, as defined, that provides parking with the qualifying residential property to unbundle parking from the price of rent, as specified. Existing law defines “unbundled parking” as the practice of selling or leasing parking spaces separate from the lease of the residential use. This bill would exempt any residential unit that is leased to a tenant who receives a federal Housing Choice Voucher from the above-described requirement to unbundle parking. This bill contains other existing laws.

**AB 2899 Gabriel D ( Dist. 46) General acute care hospitals: licensed nurse-to-patient ratios.**

**Location:** ASSEMBLY HEALTH

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The State Department of Public Health adopted regulations that establish minimum, specific, and numerical licensed nurse-to-patient ratios by licensed nurse classification and by hospital unit within a general acute care hospital, among other health facilities. Current regulations require licensed nurse-to-patient ratios to represent the maximum number of patients assigned to one licensed nurse at any one time, and define “assigned” to mean the licensed nurse has responsibility for the provision of care to a particular patient within their scope of practice. This bill would require the department, when transmitting to a general acute care hospital the action to be taken on a substantiated violation of the regulation establishing licensed nurse-to-patient ratios, to simultaneously transmit the same information to the person who filed the claim of the violation and their collective bargaining agent or representative, if any.

**AB 2903 Hoover R ( Dist. 7) Homelessness.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the California Interagency Council on Homelessness to identify mainstream resources, benefits, and services that can be accessed to prevent and end homelessness in California by creating partnerships between federal, state, local, and nonprofit entities. Current law sets forth the composition of the council, which includes, among others, the Secretary of Business, Consumer Services, and Housing and the Secretary of California Health and Human Services, who serve as co-chairs of the council. This bill would add a representative from the State Council on Developmental Disabilities to the council described above.

Attachment: Bill Report April 2024 (10530 : State Legislative Update)



**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the planning commission to hold a public hearing on any zoning ordinance or an amendment to a zoning ordinance that changes any property from one zone to another. Current law, if the proposed ordinance or amendment to a zoning ordinance affects the permitted uses of real property, requires notice of the hearing to be, among other things, mailed or delivered at least 10 days prior to the hearing to the owner of the subject real property, as specified. This bill would instead require notice of the planning commission’s hearing on a proposed zoning ordinance or amendment to a zoning ordinance, if the proposed ordinance or amendment to a zoning ordinance affects the permitted uses of real property, to be mailed or delivered at least 60 days before the hearing to the owner of each property subject to the proposed zoning ordinance or amendment to a zoning ordinance, as specified.

**AB 2909 Santiago D ( Dist. 54) Historical property contracts: qualified historical property: adaptive reuse.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law authorizes an owner of any qualified historical property to contract with the legislative body of a city, county, or city and county to restrict the use of the property, as specified, in exchange for lowered assessment values. Existing law defines “qualified historical property” as privately owned property that is not exempt from property taxation and is either listed in the National Register of Historic Places or located in a registered historic district, as defined, or listed in any state, city, county, or city and county official register of historical or architectural significant sites, places, or landmarks. This bill, starting January 1, 2026, and until January 1, 2036, would additionally define as “qualified historical property” a privately owned property that is not exempt from property taxation that was constructed at least 30 years prior to the year a legislative body and property owner enter into a contract to restrict the use of the property, as specified, and that is located on a site that satisfies certain criteria, including, among others, being in a zone where office, retail, or parking are a principally permitted use. The bill would require a contract entered into to restrict the use of that qualified historical property to require adaptive reuse of the qualified historical property. The bill would also update an obsolete cross-reference. This bill contains other existing laws.

**AB 2910 Santiago D ( Dist. 54) State Housing Law: local regulations: conversion of commercial or industrial buildings.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Building Standards Law establishes the California Building Standards Commission within the Department of General Services. Current law requires the commission to approve and adopt building standards and to codify those standards in the California Building Standards Code, which is required to be published once every 5 years. The State Housing Law establishes statewide construction and occupancy standards for buildings used for human habitation. That law requires the building department of every city or county to enforce within its jurisdiction the provisions of the California Building Standards Code, the provisions of the State Housing Law, and specified other rules and regulations promulgated pursuant to that law. That law authorizes a city or county to adopt alternative building regulations for the conversion of commercial or industrial buildings to joint living and work quarters, as specified. This bill would additionally authorize a city or county to adopt alternative building regulations for the conversion of commercial or industrial buildings to residential uses, as specified. The bill would require a city or county to have a housing element compliant with law and to be designated prohousing, before the city or county

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

is authorized to adopt alternative building regulations pursuant to this bill. This bill, before the city or county authorized to adopt alternative building regulations, would require the city or county to submit proposed alternative building regulations to the commission.

**AB 2911 McKinnor D ( Dist. 61) Campaign contributions: agency officers.**

**Location:** ASSEMBLY ELECTIONS

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Political Reform Act of 1974 prohibits an officer of an agency from accepting, soliciting, or directing a contribution of more than \$250 from any party, participant, or a party or participant’s agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for 12 months following the date a final decision is rendered in the proceeding, if the officer knows or has reason to know that the participant has a financial interest, as defined. Current law permits an officer who violates this prohibition to cure the violation by returning the contribution, or portion of the contribution in excess of \$250, within 14 days of accepting, soliciting or directing the contribution, as specified. Existing law also prohibits a party or party’s agent from making a contribution of more than \$250 to any officer of an agency while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for 12 months following the date a final decision is rendered by the agency in that proceeding. This bill would shorten the prohibition on contributions from 12 to 3 months following the date a final decision is rendered in the proceeding. The bill would revise the definition of “agency” for the purposes of these prohibitions to exclude a local governmental agency whose members are directly elected by the voters.

**AB 2912 Dixon R ( Dist. 72) Energy: retail gasoline pricing.**

**Location:** ASSEMBLY U. & E.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Division of Petroleum Market Oversight in the State Energy Resources Conservation and Development Commission to, among other duties, provide guidance and recommendations to the Governor and the commission on issues related to transportation fuel pricing and transportation decarbonization in California. This bill would require the commission to post and update, on a monthly basis, on its internet website the difference between retail gasoline prices in California and the national average and a calculation of how much that difference has decreased since June 26, 2023, which is the effective date of the above-described provisions, due to the action taken pursuant to those provisions.

**AB 2919 Papan D ( Dist. 21) State Housing Law.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law, the State Housing Law, generally provides for the regulation of buildings used for human habitation. The law makes its provisions inapplicable to any building regulated by the Manufactured Housing Act of 1980, the Mobilehome Parks Act, and the California Factory-Built Housing Law unless those acts specifically require application. This bill would make nonsubstantive changes to the latter provision.

**AB 2921 Gabriel D ( Dist. 46) Planning and zoning.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law makes various legislative findings and declarations, including that the state has a positive interest in the preparation and maintenance of a long-term, general plan for the physical development of

Attachment: Bill Report April 2024 (10530 : State Legislative Update)



each of the state’s urban areas and that the planning activities of counties and cities can be strengthened and effectively performed when conducted in relation to studies and planning of an urban regional character. This bill would make nonsubstantive changes to those provisions.

**AB 2926 Kalra D ( Dist. 25) Planning and zoning: assisted housing developments: notice of expiration of affordability restrictions.**

**Location:** ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

(1)Existing law, the Planning and Zoning Law, requires an owner of an assisted housing development proposing the termination of a subsidy contract or prepayment of governmental assistance or of an assisted housing development in which there will be the expiration of rental restrictions to provide a notice of the proposed change to each affected tenant household residing in the assisted housing development, as specified. The Planning and Zoning Law defines “assisted housing development” for these purposes to mean a multifamily rental housing development of 5 or more units that receives governmental assistance under any of specified programs, including assistance provided by counties or cities under specified law in exchange for restrictions on the maximum rents, as specified, and on the maximum tenant income, as specified. The Planning and Zoning law defines a “termination” for these purposes to mean an owner’s decision to extend or renew its participation in a federal, state, or local government subsidy program or private, nongovernmental subsidy program for an assisted housing development, as specified. The Planning and Zoning Law defines the “expiration of rental restrictions” for these purposes to mean the expiration of rental restrictions for an assisted housing development, as specified, unless the development has other recorded agreements restricting the rent to the same or lesser levels for at least 50% of the units. This bill would instead impose the above-described notice requirement on an owner prior to the anticipated date of termination of a subsidy contract or expiration of rental restrictions or prepayment on an assisted housing development, as specified. The bill would expand the definition of “assisted housing development” to include a development that receives assistance from counties or cities in exchange for affordability restrictions, as described above, pursuant to the Middle Class Housing Act of 2022; streamlining assistance pursuant to the Affordable Housing and High Road Job Act of 2022; specified law providing a streamlined, ministerial approval process for certain housing developments; or the Affordable Housing on Faith and Higher Education Lands Act of 2023. The bill would revise the definition of “termination” for these purposes to instead mean the failure of an owner to extend or renew its participation in the above-described programs, as specified. The bill would also revise the definition of “expiration of rental restrictions” to instead exclude an expiration in a development that has other recorded agreements restricting the rent to the same or lesser levels for the same number of units. This bill contains other related provisions and other existing laws.

**AB 2928 Flora R ( Dist. 9) Budget Act of 2022.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

The Budget Act of 2022 made appropriations for the support of state government for the 2022–23 fiscal years. This bill would amend the Budget Act of 2022 by amending an item of appropriation relating to the Lockeford Community Services District.

**AB 2937 Wicks D ( Dist. 14) California Environmental Quality Act: streamlined environmental reviews.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA establishes certain processes, such as the preparation of a master EIR or a focused EIR, to streamline the environmental review of projects. CEQA states the intentions of the Legislature in enacting those streamlined environmental review processes. This bill would make nonsubstantive changes to those statements of intent.

**AB 2940 Muratsuchi D ( Dist. 66) California Environmental Quality Act: environmental leadership development projects: transmission projects.**

**Location:** ASSEMBLY NAT. RES.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. The Jobs and Economic Improvement Through Environmental Leadership Act of 2021 (the act) authorizes the Governor, until January 1, 2032, to certify environmental leadership development projects that meet specified requirements for certain streamlining benefits related to CEQA. The act requires the lead agency for an environmental leadership development project certified by the Governor to prepare the record of proceedings under CEQA concurrently with the administrative process. This bill would make transmission projects that bring new renewable energy generation onto the grid to be environmental leadership development projects for purposes of the act. Because the lead agency for those transmission projects would be required to prepare concurrently the record of proceedings, this bill would impose a state-mandated local program.

**AB 2945 Alvarez D ( Dist. 80) Reconnecting Communities Redevelopment Act.**

**Location:** ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Constitution, with respect to any taxes levied on taxable property in a redevelopment project established under the Community Redevelopment Law, as it then read or may be amended, authorizes the Legislature to provide for the division of those taxes under a redevelopment plan between the taxing agencies and the redevelopment agency, as provided. Existing law dissolved redevelopment agencies as of February 1, 2012, and designates successor agencies to act as successor entities to the dissolved redevelopment agencies. This bill, the Reconnecting Communities Redevelopment Act, would authorize a city or county, or two or more cities acting jointly, to propose the formation of a reconnecting communities investment agency by adoption of a resolution of intention that meets specified requirements, including that the resolution of intention include a passthrough provision and an override passthrough provision, as defined. The bill would require the city or county to submit that resolution to each affected taxing entity and would authorize an entity that receives that resolution to elect to not receive a passthrough payment, as provided.

**AB 2951 Cervantes D ( Dist. 58) Elections: request for recount: notice.**

**Location:** ASSEMBLY ELECTIONS

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes any voter, after the completion of the official canvass for a statewide election, to file with the Secretary of State a written request for a vote recount, as specified. Current law requires the Secretary of State to send a copy of the written request by registered mail to each affected county elections official, as specified. This bill would instead require the Secretary of State to send a copy of the written request to the elections official by

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

electronic delivery. The bill would require the elections official to provide written confirmation of delivery to the Secretary of State.

**AB 2952 Addis D ( Dist. 30) Public employees: retraining and rehabilitation.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires every public agency, its insurance carrier, and the Department of Rehabilitation to jointly formulate procedures for the selection and referral of injured full-time public employees who may be benefited by rehabilitation services and retrained for other positions in public service. This bill would make nonsubstantive changes to those provisions.

**AB 2955 Quirk-Silva D ( Dist. 67) Affordable housing.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Affordable Housing and High Road Jobs Act of 2022, until January 1, 2033, establishes a streamlined development process for affordable housing developments that meet specified objective standards and affordability and site criteria. This bill would make a nonsubstantive change to those provisions.

**AB 3055 Carrillo, Juan D ( Dist. 39) Vehicles: high-occupancy vehicle lanes: veterans.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize the Department of Transportation and local authorities to permit exclusive or preferential use of high-occupancy vehicles (HOVs) lanes to be used by a vehicle driven by a disabled veteran of the United States Armed Forces, as defined, regardless of the number of passengers in the vehicle or the type of vehicle, provided that the vehicle is registered to or owned, and is driven, by the veteran and the vehicle displays a decal approved by the Department of Motor Vehicles. The bill would require the Department of Motor Vehicles to issue the decal to an applicant, upon proof of eligibility that the applicant is a disabled veteran.

**AB 3123 Jones-Sawyer D ( Dist. 57) Los Angeles County Metropolitan Transportation Authority: board code of conduct: lobbying rules.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates the Los Angeles County Metropolitan Transportation Authority (MTA), governed by a 14-member board, with specified powers and duties relative to transportation planning, programming, and operations in the County of Los Angeles. Current law prescribes a code of conduct for the board of MTA, which includes, among other things, rules pertaining to gifts and financial conflicts of interest. As part of the provisions establishing this code of conduct, current law requires the board of MTA to appoint an ethics officer who reports to the board. Current law also requires MTA to appoint an inspector general and requires the code of conduct to be enforced by the inspector general. This bill would revise and recast the code of conduct by, among other things, specifying that board members are subject to all ethics laws applicable to other public officials and by eliminating specific rules from the code of conduct including, among others, certain rules pertaining to gifts and financial conflicts of interest. The bill would also provide that the code of conduct is in addition to any rules or codes adopted by the board.

**AB 3177 Carrillo, Wendy D ( Dist. 52) Mitigation Fee Act: land dedications: mitigating vehicular traffic impacts.**

**Location:** ASSEMBLY H. & C.D.

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	27.b
	1st House				2nd House								

The Mitigation Fee Act imposes various requirements with respect to the establishment, increase, or imposition of a fee by a local agency as a condition of approval of a development project. Current law requires a local agency that imposes a fee on a housing development for the purpose of mitigating vehicular traffic impacts to set the rate for the fee to reflect a lower rate of automobile trip generation if the housing development satisfies specified characteristics including that the housing development is located within a 1/2 mile of a transit station. Current law defines transit station for these purposes to mean a rail or light-rail station, ferry terminal, bus hub, or bus transfer station. This bill would instead require the housing development to be located within a 1/2 mile of a transit priority area for purposes of a local agency setting the rate for a mitigating vehicular traffic impacts fee to reflect a lower rate of automobile trip generation. The bill would define “transit priority area” as an area within 1/2 mile of a major transit stop that is existing or planned, if the planned stop is scheduled to be completed within the planning horizon included in a Transportation Improvement Program or applicable regional transportation plan.

**AB 3214 Fong, Mike D ( Dist. 49) Public transit: advertising.**

**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates various transit districts with specified powers and duties related to providing public transit services. This bill would require the state, to the extent feasible, to prioritize using advertising space offered by a public transit operator over other advertising space for a public awareness campaign, as specified.

**ABX1 2 Fong, Vince R ( Dist. 32) Motor Vehicle Fuel Tax Law: suspension of tax.**

**Location:** ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require that all savings realized based on the suspension of the motor vehicle fuels tax by a person other than an end consumer, as defined, be passed on to the end consumer, and would make the violation of this requirement an unfair business practice, in violation of unfair competition laws, as provided. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise applied to the transaction.

**SB 7 Blakespear D ( Dist. 38) Planning and zoning: annual report: housing for extremely low income households.**

**Location:** ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. That law requires the planning agency of a city or county to provide by April 1 of each year an annual report to, among other entities, the Department of Housing and Community Development. The law requires that the annual report include, among other specified information, the number of net new units of housing, including both rental housing and for-sale housing, that have been issued a completed entitlement, building permit, or certificate of occupancy, and the income category, by area median income, that each unit of housing satisfies, as specified. This bill would revise and recast these provisions to specify that the income category includes extremely low income households, as defined.

**SB 312 Wiener D ( Dist. 11) California Environmental Quality Act: university housing development projects: exemption.**

**Location:** ASSEMBLY DESK

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	27.b
	1st House				2nd House								

Current law, until January 1, 2030, exempts from the California Environmental Quality Act (CEQA) a university housing development project carried out by a public university on real property owned by the public university if the project meets certain requirements, including that each building within the project is certified as Leadership in Energy and Environmental Design (LEED) Platinum or better by the United States Green Building Council. Current law requires the lead agency, if the university housing development project is exempt from CEQA under the above provision, to file the LEED certificate for buildings within the project and a notice determining that the construction impacts of the project have been fully mitigated with the Office of Planning and Research and the county clerk of the county in which the project is located. Current law requires a public university or a relevant public agency with authority to issue a certificate of occupancy for a building within the project to not issue the certificate of occupancy for the building unless the lead agency receives certification of LEED Platinum or better from the United States Green Building Council for the building and the lead agency determines that the construction impacts of the project have been fully mitigated. This bill would instead require a public university to obtain LEED Platinum certification for each building within a university housing development project no later than 12 months from the issuance of the building's certificate of occupancy or its usage. The bill would prohibit a public university that has exempted a university housing development project from being eligible to exempt a subsequent university housing development project until the public university has obtained LEED Platinum certification for each building within the prior exempted university housing development project.

**SB 517 Gonzalez D ( Dist. 33) Economic development: movement of freight.**

**Location:** ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes GO-Biz to undertake various activities relating to economic development, including the provision of prescribed information. Current law requires the Transportation Agency to prepare a state freight plan that provides a comprehensive plan to govern the immediate and long-range planning activities and capital investments of the state with respect to the movement of freight. This bill would authorize GO-Biz to serve as the coordinating entity to steer the growth, competitiveness, and sustainability for freight and the supply chain across the state and to promote and assess the continued economic vitality, economic competitiveness, and sustainability of the freight sector. The bill would also authorize GO-Biz to provide freight and supply chain economic competitiveness information.

**SB 537 Becker D ( Dist. 13) Open meetings: multijurisdictional, cross-county agencies: teleconferences.**

**Location:** ASSEMBLY INACTIVE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2024, authorizes the legislative body of a local agency to use alternate teleconferencing provisions during a proclaimed state of emergency or in other situations related to public health that exempt a legislative body from the general requirements (emergency provisions) and impose different requirements for notice agenda, and public participation, as prescribed. The emergency provisions specify that they do not require a legislative body to provide a physical location from which the public may attend or comment. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing in certain circumstances related to the particular member if at least a quorum of its members participate from a singular physical location that is open to the public and situated within the agency's jurisdiction and other requirements are met, including restrictions on remote participation by a member of the legislative body. These circumstances include if a member shows "just cause," including for a childcare or caregiving need of a relative that requires the member to participate remotely. This bill would expand the circumstances of "just cause" to apply to the situation in which an immunocompromised child, parent, grandparent, or other specified relative requires the member to participate



remotely. The bill would authorize the legislative body of a multijurisdictional, cross-county agency, as specified, to use alternate teleconferencing provisions if the eligible legislative body has adopted an authorizing resolution, as specified. The bill would also require the legislative body to provide a record of attendance of the members of the legislative body, the number of community members in attendance in the teleconference meeting, and the number of public comments on its internet website within 10 days after a teleconference meeting, as specified. The bill would require at least a quorum of members of the legislative body to participate from one or more physical locations that are open to the public and within the boundaries of the territory over which the local agency exercises jurisdiction.

**SB 638 Eggman D ( Dist. 5) Climate Resiliency and Flood Protection Bond Act of 2024.**

**Location:** ASSEMBLY W.,P. & W.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would enact the Climate Resiliency and Flood Protection Bond Act of 2024 which, if approved by the voters, would authorize the issuance of bonds in the amount of \$6,000,000,000 pursuant to the State General Obligation Bond Law, for flood protection and climate resiliency projects.

**SB 672 McGuire D ( Dist. 2) Residential property insurance.**

**Location:** ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House								

Current law generally regulates classes of insurance, including residential property insurance. Current law prohibits residential property insurance policy from being issued or renewed in this state unless it complies with certain requirements. This bill would prohibit an admitted insurer that offers residential property insurance from refusing to offer or sell residential property insurance to an applicant whose property meets specified best practices for wildfire building hardening and property-level mitigation.

**SB 768 Caballero D ( Dist. 14) California Environmental Quality Act: State Air Resources Board: vehicle miles traveled: study.**

**Location:** ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Current law requires the Office of Planning and Research to prepare, develop, and transmit to the Secretary of the Natural Resources Agency for certification and adoption proposed revisions to guidelines establishing criteria for determining the significance of transportation impacts of projects within transit priority areas to promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses. Current law creates the State Air Resources Board as the state agency charged with coordinating efforts to attain and maintain ambient air quality standards, to conduct research into the causes of and solution to air pollution, and to systematically attack the serious problem caused by motor vehicles, which is the major source of air pollution in many areas of the state. Existing law authorizes the state board to do those acts as may be necessary for the proper execution of the powers and duties granted to, and imposed upon, the state board. This bill would require the state board, by January 1, 2026, to conduct and submit to the Legislature a study on how vehicle miles traveled is used as a metric for measuring transportation impacts pursuant to CEQA, as specified.

**SB 908 Cortese D ( Dist. 15) Fentanyl: child deaths.**

**Location:** SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

Current law establishes the State Department of Public Health to implement and administer various programs relating to public health. The department administers the California Overdose Surveillance Dashboard that provides data on state- and local-level drug-related overdose outcomes for California, including, among other data, the number of deaths related to fentanyl overdoses. Current law requires the department to update the dashboard to reflect additional information, as specified. This bill would require the department to utilize its data to monitor and identify current trends of fentanyl-related deaths of children 0 to 5 years of age, inclusive. The bill would require the department to develop guidance and spread awareness of the trends to protect and prevent children from fentanyl exposure.

**SB 915 Cortese D ( Dist. 15) Local government: autonomous vehicles.**

**Location:** SENATE L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would prohibit an autonomous vehicle service, which has received approval to conduct commercial passenger service or engage in commercial activity using driverless vehicles by the Department of Motor Vehicles, the Public Utilities Commission, or another state agency, from commencing operation within a local jurisdiction until authorized by a local ordinance enacted pursuant to the bill’s provisions. The bill would authorize each city, county, or city and county in which an autonomous vehicle has received authorization to operate, to protect the public health, safety, and welfare by adopting an ordinance or resolution in regard to autonomous vehicle services within that jurisdiction. The bill would require each city, county, or city and county that adopts an ordinance or resolution to include certain provisions within that ordinance or resolution. These would include a policy for entry into the business of providing autonomous vehicle services including a permitting program, the establishment of reasonable vehicle caps and hours of service restrictions, and the establishment of an interoperability or override system accessible by first responders in case of an emergency.

**SB 925 Wiener D ( Dist. 11) Legislative review of state agency action.**

**Location:** SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires a state agency, as specified, to notify the Joint Legislative Budget Committee not less than 60 days prior to the effective date on which the state agency will establish or change a federal aid allocation formula to a local agency. If the chairperson of the committee informs committee members of the chairperson’s intention to waive the 60-day notification period, current law permits the chairperson to grant a waiver of that notification period after receipt of the notification if an objection is not received within 10 days. Current law requires, upon the request of the chairperson or any member of the committee, the committee to schedule a hearing on the proposed allocation formula to be established or changed. This bill would reduce the objection period before granting a waiver to 9 days.

**SB 926 Wahab D ( Dist. 10) Crimes: distribution of intimate images.**

**Location:** SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law defines certain acts as disorderly conduct, punishable as a misdemeanor. Under existing law, it is disorderly conduct to intentionally distribute or cause to be distributed the image of the intimate body part or parts of another identifiable person, or an image of the person depicted engaged in specified sexual acts. This bill would additionally make it a misdemeanor to intentionally distribute or cause to be distributed an image created or altered through digitization depicting the intimate body part or parts of another identifiable person, or depicting the person depicted engaged in an act of sexual intercourse, sodomy, oral copulation, sexual penetration, or depicting

Attachment: Bill Report April 2024 (10530 : State Legislative Update)



masturbation by the person depicted or in which the person depicted participates, that the person distributing the image knows or should know that the person depicted did not consent to the distribution and that the distribution of the image will cause serious emotional distress, and the person depicted suffers that distress.

**SB 936 Seyarto R ( Dist. 32) California Environmental Quality Act: exemption: road and safety improvement projects.**

**Location:** SENATE E.Q.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would exempt from CEQA activities or projects undertaken by the Department of Transportation for road and safety improvements at any of the 15 locations in the state highway system with the highest rates of vehicle collisions at any given time, as determined in accordance with data collected by the department.

**SB 947 Seyarto R ( Dist. 32) Department of Transportation: state highway projects: agreements with public entities: project design changes.**

**Location:** SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Transportation, in an agreement with a city, county, or other public entity for the contribution of funds for the acquisition, construction, or improvement of any portion of state highway, to include a provision that makes the department responsible for any additional costs associated with a new project design adopted by the department after the project is included in the state transportation improvement program or the state highway operation and protection program, as specified. The bill would also make this provision applicable to agreements in effect as of January 1, 2025.

**SB 955 Seyarto R ( Dist. 32) Office of Planning and Research: Infrastructure Gap-Fund Program.**

**Location:** SENATE L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Office of Planning and Research, upon appropriation by the Legislature, to establish the Infrastructure Gap-Fund Program to provide grants to local agencies to develop and construct infrastructure projects, as defined. The bill would authorize the office to provide funding for up to 20% of a project's total cost, as specified. The bill would require the office to develop guidelines and criteria to implement the program. The bill would make these provisions operative January 1, 2027.

**SB 960 Wiener D ( Dist. 11) Transportation: planning: transit priority projects: multimodal.**

**Location:** SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require all transportation projects funded or overseen by the Department of Transportation to provide comfortable, convenient, and connected complete streets facilities unless an exemption is documented and approved, as specified.

**SB 1068 Eggman D ( Dist. 5) Tri-Valley-San Joaquin Valley Regional Rail Authority: contracting: Constructor Manager/General Contractor project delivery method.**

**Location:** SENATE TRANS.

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Tri-Valley-San Joaquin Valley Regional Rail Authority for purposes of planning, developing, delivering, and operating cost-effective and responsive transit connectivity, between the Bay Area Rapid Transit District’s rapid transit system and the Altamont Corridor Express commuter rail service. Current law gives the authority all of the powers necessary for planning, acquiring, leasing, developing, jointly developing, owning, controlling, using, jointly using, disposing of, designing, procuring, and constructing facilities to achieve transit connectivity, including, among other powers, the power to contract with public and private entities for the planning, design, and construction of the connection. Current law authorizes these contracts to be assigned separately or combined to include any or all tasks necessary to achieve transit connectivity. This bill would authorize the Tri-Valley-San Joaquin Valley Regional Rail Authority to use the Construction Manager/General Contractor project delivery method when contracting for the planning, design, and construction of the connection. The bill would additionally authorize the contracts of the authority to extend to work on the state highway system for the construction of passenger rail service through the Altamont Pass Corridor.

**SB 1086 Seyarto R ( Dist. 32) Sales and Use Tax Law: motor vehicle fuel tax: sales price: gross receipts.**

**Location:** SENATE REV. & TAX

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Motor Vehicle Fuel Tax Law, administered by the California Department of Tax and Fee Administration, imposes a tax upon each gallon of motor vehicle fuel removed from a refinery or terminal rack in this state, entered into this state, or sold in this state, at a specified rate per gallon. Current sales and use tax laws provide a partial exemption from the taxes imposed by those laws for motor vehicle fuel that is subject to the taxes imposed by the Motor Vehicle Fuel Tax Law. This bill, beginning January 1, 2025, would exclude from the terms “gross receipts” and “sales price” under the Sales and Use Tax Law the amount of any motor vehicle fuel tax imposed pursuant to the Motor Vehicle Fuel Tax Law.

**SB 1098 Blakespear D ( Dist. 38) Passenger and freight rail: LOSSAN Rail Corridor.**

**Location:** SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Department of Transportation, subject to approval of the Secretary of Transportation, to enter into an interagency transfer agreement under which a joint powers board assumes responsibility for administering the state-funded intercity rail service in certain rail corridors, including the LOSSAN Rail Corridor. Current law defines the LOSSAN Rail Corridor as the intercity passenger rail corridor between San Diego, Los Angeles, and San Luis Obispo. Pursuant to this authority, the department entered into an interagency transfer agreement with the LOSSAN Rail Corridor Agency to administer intercity passenger rail service in the LOSSAN Rail Corridor. This bill would require the Secretary of Transportation to provide guidance and recommendations to and coordination between, stakeholders as necessary to ensure the performance of the LOSSAN Rail Corridor, as specified. This bill would also require the Secretary of Transportation, in consultation with the Director of Transportation, the California Transportation Commission, the Secretary for Environmental Protection, and the Secretary of the Natural Resources Agency, to submit a report to the Legislature on or before January 1, 2026, regarding the LOSSAN Rail Corridor that includes specified information.

**SB 1325 Durazo D ( Dist. 26) Public contracts: best value procurement: equipment.**

**Location:** SENATE G.O.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize a state or local agency, as defined, to award contracts through a best value procurement r as describe, for the purchase of equipment with a base value of \$250,000 or more. The bill would require the agency to adopt and publish procedures and guidelines for evaluating the qualifications of the bidders to ensure the best value selections are conducted in a fair and impartial manner, as described. The bill would authorize the procedures and guidelines to include the adoption of a high road jobs plan policy that evaluates bidders' high road jobs plan commitments as part of the overall score for the public contract, as specified. This bill would require the solicitation document to include certain information and would direct the agency to use a scoring method based on price and the factors described in the solicitation document, as specified. The bill would require the agency to let an contract for these projects to the selected bidder that represents the best value or reject all bids.

**SB 1393 Niello R ( Dist. 6) Advanced Clean Fleets Regulation Appeals Advisory Committee.**

**Location:** SENATE E.Q.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Global Warming Solutions Act of 2006 establishes the State Air Resources Board as the state agency responsible for monitoring and regulating sources emitting greenhouse gases and requires the state board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emission reductions from those sources. Pursuant to its authority, the state board has adopted the Advanced Clean Fleets Regulation, which imposes various requirements for transitioning local, state, and federal government fleets of medium- and heavy-duty trucks, other high-priority fleets of medium- and heavy-duty trucks, and drayage trucks to zero-emission vehicles. The Advanced Clean Fleets Regulation authorizes entities subject to the regulation to apply for exemptions from its requirements under certain circumstances. This bill would require the state board to establish the Advanced Clean Fleets Regulation Appeals Advisory Committee by an unspecified date for purposes of reviewing appeals of denied requests for exemptions from the requirements of the Advanced Clean Fleets Regulation. The bill would require the committee to include representatives of specified state agencies, other state and local government representatives, and representatives of private fleet owners, the electric vehicle manufacturing industry, and electrical corporations, as provided. The bill would require the committee to meet monthly and would require recordings of its meetings to be made publicly available on the state board's internet website. The bill would require the committee to consider, and make a recommendation on, an appeal of an exemption request denial no later than 60 days after the appeal is made. The bill would require specified information relating to the committee's consideration of an appeal to be made publicly available on the state board's internet website.

**SB 1402 Min D ( Dist. 37) 30x30 goal: state agencies: adoption, revision, or establishment of plans, policies and regulations.**

**Location:** SENATE G.O.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the Secretary of the Natural Resources Agency to prepare and submit, on or before March 31, 2024, and annually thereafter, a report to the Legislature on the progress made in the prior calendar year toward achieving the goal to conserve 30% of California's lands and coastal waters by 2030. Current law provides that it is the goal of the state to conserve at least 30% of California's lands and coastal waters by 2030, known as the 30x30 goal. This bill would require all state agencies, departments, boards, offices, commissions, and conservancies to consider the 30x30 goal when adopting, revising, or establishing plans, policies, and regulations.

**SB 1418 Archuleta D ( Dist. 30) Hydrogen-fueling stations: expedited review.**

**Location:** SENATE L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires each city, county, and city and county to adopt an ordinance that creates an

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

expedited, streamlined permitting process for electric vehicle charging stations. Current law authorizes a city or city and county developing an ordinance to refer to the recommendations contained in the most current version of the “Plug-In Electric Vehicle Infrastructure Permitting Checklist,” as specified. Current law requires a city, county, and city and county, in developing the expedited permitting process, to adopt a checklist of all requirements with which electric vehicle charging stations must comply to be eligible for expedited review. For these purposes, current law defines “hydrogen-fueling station” to mean the equipment used to store and dispense hydrogen fuel to vehicles according to industry codes and standards that is open to the public. Current law requires a hydrogen-fueling station to meet certain requirements, including any rules established by the State Air Resources Board, Energy Commission, or Department of Food and Agriculture regarding safety, reliability, weights, and measures. This bill would modify the definition of “hydrogen-fueling station” to mean the equipment and supporting components, including hydrogen-refueling canopies, used to store and dispense hydrogen fuel to vehicles according to industry codes and standards that are open to the public. This bill would modify the requirements a hydrogen-fueling station must meet to include all applicable state laws and regulations pertaining to hydrogen fueling, including any rules established by the State Air Resources Board, Energy Commission, or Department of Food and Agriculture regarding safety, reliability, weights, and measures.

**SB 1420 Caballero D ( Dist. 14) Hydrogen.**

**Location:** SENATE E.Q.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the State Air Resources Board to adopt regulations requiring that no less than 33.3% of the retail hydrogen produced for, or dispensed by, fueling stations that receive state funds is made from renewable hydrogen, as provided. The bill would also require that no less than 60% of the retail hydrogen produced or dispensed in California for use in transportation is made from renewable hydrogen by December 31, 2030, and that the remainder of the retail hydrogen produced or dispensed in California for use in transportation is made from a mix of renewable hydrogen and clean hydrogen by December 31, 2045, as provided.

**SB 1494 Glazer D ( Dist. 7) Local agencies: Sales and Use Tax: retailers.**

**Location:** SENATE L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Bradley-Burns Uniform Local Sales and Use Tax Law authorizes counties and cities to impose a local sales and use tax in accordance with that law for tangible personal property sold at retail in the city or county, or purchased for storage, use, or other consumption in the city or county. This bill would prohibit, on or after January 1, 2024, a local agency from entering into, renewing, or extending any form of agreement that would result, directly or indirectly, in the payment, transfer, diversion, or rebate of Bradley-Burns local tax revenues to any retailer, as defined, in exchange for the retailer locating or continuing to maintain a place of business that serves as the place of sale, as defined, within the territorial jurisdiction of the local agency if that place of business would generate revenue from the sale of tangible property delivered to and received by the purchaser in the territorial jurisdiction of another local agency, for the local agency under the Bradley-Burns Uniform Local Sales and Use Tax Law. The bill would make those forms of agreements existing before January 1, 2024, void and unenforceable on January 1, 2030. The bill would require a local agency to post those forms of agreements existing before January 1, 2024, on the local agency’s internet website until the form of agreement expires or is made void and unenforceable by these provisions. The bill would make related findings and declarations.

**SB 1510 Stern D ( Dist. 27) Permitting: electric vehicle charging.**

**Location:** SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires every city, county, and city and county to administratively approve an application to install an electric vehicle charging station through the issuance of a building permit or similar nondiscretionary permit and requires the review of an application to install an electric vehicle charging station to be limited to the building official review of whether it meets all health and safety requirements of local, state, and federal law. Current law requires an electric vehicle charging station to comply with, among other things, all applicable rules of the Public Utilities Commission regarding safety and reliability, as specified. This bill would express the intent of the Legislature to enact subsequent legislation that would reduce state and local permitting barriers for electric vehicle charging.

**SBX1 1 Jones R ( Dist. 40) Motor vehicle fuel tax: greenhouse gas reduction programs: suspension.**

**Location:** SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low Carbon Fuel Standard regulations. The act authorizes the state board to include in its regulation of those emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. This bill would suspend the Low Carbon Fuel Standard regulations for one year. The bill would also exempt suppliers of transportation fuels from regulations for the use of market-based compliance mechanisms for one year.

Total Measures: 163

Total Tracking Forms: 163

Attachment: Bill Report April 2024 (10530 : State Legislative Update)

## *Minute Action*

AGENDA ITEM: 28

***Date:*** May 1, 2024

***Subject:***

Federal Legislative Update

***Recommendation:***

Receive and file the April 2024 Federal Legislative Update.

***Background:***

San Bernardino County Transportation Authority Legislative Affairs staff, along with a representative from federal advocates, Potomac Partners D.C., LLC, updated the Legislative Policy Committee on April 10, 2024, regarding completion of the Fiscal Year 2024 (FY24) appropriations process, the start of the Fiscal Year 2025 (FY25) appropriations process and deadlines for Community Project Funding and Congressionally Directed Spending applications.

**Fiscal Year 2024 Budget**

On March 8, 2024, Congress passed the first mini-bus of six FY24 appropriations bills, and then passed a second mini-bus with the remaining six bills on March 23, 2024, both packages were signed by President Biden (President). This concluded the FY24 appropriations process.

**Fiscal Year 2025 Budget**

On March 11, 2024, the White House released the President's FY25 Budget. The President's budget is a formal request to Congress, highlighting the Administration's spending priorities each year.

The President requested a total of \$7.266 trillion in his FY25 Budget request, compared to his request of \$6.9 trillion for FY24.

Requested transportation funding includes:

**U.S. Department of Transportation (DOT)**

The President's FY25 Budget for DOT requests is \$25.4 billion in discretionary budget authority for 2025.

The budget also includes \$81.7 billion in obligation limitations and \$1.9 billion in mandatory resources, as well as \$36.8 billion in emergency-designated advance budget authority, for transportation infrastructure and safety investments in 2025.

In total, the budget request would be an increase of \$58 billion (67%) above the enacted level for 2021, the year prior to enactment of the Infrastructure Investment and Jobs Act (IIJA).

**Rail**

The budget expands on the IIJA and includes \$2.5 billion for grants to Amtrak, along with \$250 million for the Consolidated Rail Infrastructure and Safety Improvements program, a flexible and oversubscribed competitive grant program that advances the Justice40 Initiative. These amounts are in addition to the \$13.2 billion in rail funding directly provided by the IIJA.

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

Board of Directors Agenda Item

May 1, 2024

Page 2

### **Transit**

The budget includes \$2.4 billion for the Capital Investment Grant program, which provides essential funding for transit expansion projects. At the same time, the budget recognizes that many transit systems face an uncertain future as ridership and fare revenue have still not fully rebounded to pre-COVID-19 pandemic levels. To ensure transit continues to be a vital and viable transportation option, the budget includes language to temporarily allow larger transit systems to use existing formula funds for operating expenses, and also encourages States to support their transit systems.

### **Highway**

The budget requests a total of \$78.4 billion for highway, highway safety, and transit formula programs, supporting the amounts authorized for year four of the IJA. This includes \$62.1 billion in obligation limitation funding for the Federal-aid Highways program, an increase of \$3.3 billion above the 2023 enacted level and \$15.7 billion above the enacted level for 2021, the year before the IJA was enacted. The budget also includes \$14.3 billion for Transit Formula Grants, a \$645 million increase above the 2023 enacted level.

Ultimately, Congress holds the power of the purse and is responsible for making all discretionary spending decisions, but the President's budget is used each year as a starting point in spending negotiations.

Congressionally Directed Spending (CDS) requests by Senators and Community Project Funding (CPF) requests by House members were due to the Appropriations Committees by the end of March and early April, 2024, and Members are expected to post their requests online later in April or early May 2024.

After the requests are posted online, the House and Senate Appropriations Committees are expected to begin posting draft spending bills for review by Members of Congress ahead of Committee markups.

The San Bernardino Council of Governments submitted a \$3 million CDS request to Senator Padilla for the San Bernardino Regional Housing Trust program, and aided cities and transit partners in submitting CPF applications to House members.

### ***Financial Impact:***

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

### ***Reviewed By:***

This item was received by the Legislative Policy Committee on April 10, 2024.

### ***Responsible Staff:***

Otis Greer, Director of Legislative and Public Affairs

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority



## *Minute Action*

AGENDA ITEM: 29

***Date:*** May 1, 2024

***Subject:***

Bill Position Recommendations

***Recommendation:***

Receive and file report of action taken by the Legislative Policy Committee on April 10, 2024.

***Background:***

**In accordance with San Bernardino County Transportation Authority (SBCTA) Policy No. 10000, III.D., the Legislative Policy Committee, at its April 10, 2024 meeting, directed staff to proceed with taking a support position on AB 2645 (Lackey) and an oppose position AB 2535 (Bonta), on behalf of the San Bernardino County Transportation Authority Board of Directors.**

**Assembly Bill (AB) 2645 (Lackey)--Support**

Existing law prohibits a transportation agency from selling or otherwise providing to any other person or entity, with certain exceptions, personally identifiable information of a person who subscribes to an electronic toll collection system or who uses a toll bridge, toll lane, or toll highway that employs an electronic toll collection system. Under existing law, a transportation agency is authorized to make personally identifiable information of a person available to a law enforcement agency only pursuant to a search warrant, except under certain circumstances. Existing law defines “personally identifiable information” for these purposes and provides that it includes, among other things, a license plate number.

Existing law authorizes a law enforcement agency to request the Department of the California Highway Patrol (CHP) to activate the Emergency Alert System within the appropriate area if that agency determines that a child 17 years of age or younger, or an individual with a proven mental or physical disability, has been abducted and is in imminent danger of serious bodily injury or death, and there is information available that, if disseminated to the general public, could assist in the safe recovery of that person. Existing law also authorizes the CHP, upon the request of a law enforcement agency, to activate various other alerts for missing individuals meeting certain criteria and alerts following an attack upon a law enforcement officer or a hit-and-run fatality.

**This bill:**

AB 2645 would, if the CHP activates one of the above-mentioned alerts and that alert contains a license plate number of a vehicle involved in the incident, require a transportation agency that employs an electronic toll collection system to notify the CHP and the law enforcement agency that requested the alert upon identifying that vehicle with that license plate number using a camera-based vehicle identification system or other electronic medium employed in connection with the electronic toll collection system. The bill would require the notification to include the time and location that the vehicle was identified.

SBCTA staff recommended a support position on AB 2645. The bill would require toll agencies to notify CHP or local law enforcement if a vehicle identified in an Emergency Alert System notice has passed through their facility, as well as the time and location that the vehicle was

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item

May 1, 2024

Page 2

identified. The bill would aid the CHP and local law enforcement agencies in their efforts to locate abducted, missing or at-risk individuals.

The SBCTA 2023-2024 State Legislative Platform approved by the Board of Directors (Board), states that the agency will “Promote strong collaborative partnerships with State agencies.” AB 2645 is consistent with that stance, therefore staff recommends support of the bill.

Bill text of AB 2645 can be found in Attachment A.

### **AB 2535 (Bonta)--Oppose**

Existing California law requires the California Transportation Commission (CTC), under a program commonly known as the Trade Corridor Enhancement Program (TCEP), to allocate, upon appropriation by the Legislature, revenues from a specified portion of the state excise tax on diesel fuel and certain federal funds for infrastructure projects located on or along specified transportation corridors. Under existing law, eligible projects under the program include, among others, highway improvements to more efficiently accommodate the movement of freight and environmental and community mitigation or efforts to reduce environmental impacts of freight movement.

Under the TCEP, existing law requires the CTC to adopt a program of projects nominated by the Department of Transportation and local agencies. In adopting the program of projects, existing law requires the CTC to evaluate the total potential economic and noneconomic benefits of the program of projects to California’s economy, environment, and public health, and to specifically assess localized impacts in disadvantaged communities. Existing law also requires the CTC to adopt guidelines to implement the program that includes a transparent process to evaluate projects and allocate program funding to infrastructure improvements in a manner that, among other things, includes disadvantaged communities’ measures, as specified.

#### **This bill:**

AB 2535 would prohibit the CTC from allocating funding under the TCEP to a project that adds a general purpose lane to a highway or expands highway capacity in a community that meets certain criteria relating to pollution impacts. The bill would also prohibit the CTC from allocating funding under the program to a project that expands a highway’s footprint unless the project meets certain criteria relating to environmental review and the operation of the project.

This bill would require the CTC to ensure that at least 50% of the funds allocated under the TCEP in any fiscal year are allocated to investments in zero-emission freight infrastructure. In adopting the program of projects, the bill would require the CTC, for zero-emission freight infrastructure projects, to prioritize those projects located in communities that meet certain criteria relating to pollution impacts. The bill would also require the process included in the guidelines to evaluate projects and allocate funding to infrastructure improvements in a manner that emphasizes community input and the unique needs of those most impacted by the goods movement system.

The bill would also require each agency that nominates a project that is included in the program of projects to comply with a maintenance of effort requirement by annually certifying to the CTC that it will maintain levels of funding from other sources pledged towards certain transportation projects, as specified. If the CTC determines that an agency did not comply with the maintenance of effort requirement, the bill would require the CTC to reduce the amount of funding allocated to any project nominated by the agency by one-third.

San Bernardino County Transportation Authority

Board of Directors Agenda Item

May 1, 2024

Page 3

SBCTA staff recommended an oppose position on AB 2535. The bill would prevent critical SBCTA goods movement and traffic congestion projects from competing for scarce state resources, and would further violate the intended purpose of the TCEP as outlined in Senate Bill 1 (Beall).

The SBCTA 2023-2024 State Legislative Platform approved by the Board, states that the agency will “Advocate for equitable funding for trade corridors, gateways, intermodal connectors and freight facilities in San Bernardino County”. AB 2535 is not consistent with that stance, therefore staff recommends opposition to the bill.

Bill text of AB 2535 can be found in Attachment B.

**Financial Impact:**

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

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the Legislative Policy Committee on April 10, 2024. SBCTA General Counsel has reviewed this item.

**Responsible Staff:**

Otis Greer, Director of Legislative and Public Affairs

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

**ATTACHMENT A**

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

**ASSEMBLY BILL****No. 2645****Introduced by Assembly Member Lackey**

February 14, 2024

An act to amend Section 31490 of the Streets and Highways Code, relating to transportation.

## LEGISLATIVE COUNSEL'S DIGEST

AB 2645, as introduced, Lackey. Electronic toll collection systems: information sharing: law enforcement.

Existing law prohibits a transportation agency, as defined, from selling or otherwise providing to any other person or entity, with certain exceptions, personally identifiable information of a person who subscribes to an electronic toll collection system or who uses a toll bridge, toll lane, or toll highway that employs an electronic toll collection system. Under existing law, a transportation agency is authorized to make personally identifiable information of a person available to a law enforcement agency only pursuant to a search warrant, except under certain circumstances. Existing law defines “personally identifiable information” for these purposes and provides that it includes, among other things, a license plate number.

Existing law authorizes a law enforcement agency to request the Department of the California Highway Patrol (CHP) to activate the Emergency Alert System within the appropriate area if that agency determines that a child 17 years of age or younger, or an individual with a proven mental or physical disability, has been abducted and is in imminent danger of serious bodily injury or death, and there is information available that, if disseminated to the general public, could assist in the safe recovery of that person. Existing law also authorizes

Attachment: Assembly Bill 2645 (10531 : Bill Position Recommendation)

the CHP, upon the request of a law enforcement agency, to activate various other alerts for missing individuals meeting certain criteria and alerts following an attack upon a law enforcement officer or a hit-and-run fatality.

This bill, if the CHP activates one of the above-mentioned alerts and that alert contains a license plate number of a vehicle involved in the incident, would require a transportation agency that employs an electronic toll collection system to notify the CHP and the law enforcement agency that requested the alert upon identifying that vehicle with that license plate number using a camera-based vehicle identification system or other electronic medium employed in connection with the electronic toll collection system. The bill would require the notification to include the time and location that the vehicle was identified. By requiring a local transportation agency to report this information, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: yes.

*The people of the State of California do enact as follows:*

- 1 SECTION 1. Section 31490 of the Streets and Highways Code
- 2 is amended to read:
- 3 31490. (a) Except as otherwise provided in this section, a
- 4 transportation agency ~~may~~ *shall* not sell or otherwise provide to
- 5 any other person or entity personally identifiable information of
- 6 ~~any~~ *a* person who subscribes to an electronic toll or electronic
- 7 transit fare collection system or who uses a toll bridge, toll lane,
- 8 or toll highway that employs an electronic toll collection system.
- 9 (b) A transportation agency that employs an electronic toll
- 10 collection or an electronic transit fare collection system shall
- 11 establish a privacy policy regarding the collection and use of
- 12 personally identifiable information and provide to subscribers of
- 13 that system a copy of the privacy policy in a manner that is

1 conspicuous and meaningful, such as by providing a copy to the  
2 subscriber with the transponder, electronic transit pass, or other  
3 device used as an electronic toll or transit fare collection  
4 mechanism, or, if the system does not use a mechanism, with the  
5 application materials. A transportation agency shall conspicuously  
6 post its privacy policy on its ~~Internet Web site~~. *internet website*.  
7 For purposes of this subdivision, “conspicuously post” has the  
8 same meaning as that term is defined in paragraphs (1) to (4),  
9 inclusive, of subdivision (b) of Section 22577 of the Business and  
10 Professions Code. The policy shall include, but need not be limited  
11 to, a description of the following:

12 (1) The types of personally identifiable information that is  
13 collected by the agency.

14 (2) The categories of third-party persons or entities with whom  
15 the agency may share personally identifiable information.

16 (3) The process by which a transportation agency notifies  
17 subscribers of material changes to its privacy policy.

18 (4) The effective date of the privacy policy.

19 (5) The process by which a subscriber may review and request  
20 changes to any of ~~his or her~~ *their* personally identifiable  
21 information.

22 (c) A transportation agency may, within practical business and  
23 cost constraints, store only personally identifiable information of  
24 a person such as, to the extent applicable, the account name, credit  
25 card number, billing address, vehicle information, and other basic  
26 account information required to perform account functions such  
27 as billing, account settlement, or enforcement activities. All other  
28 information shall be discarded no more than four years and six  
29 months after the billing cycle has concluded, the bill has been paid,  
30 and all toll or fare violations, if applicable, have been resolved.

31 (d) A transportation agency shall make every effort, within  
32 practical business and cost constraints, to purge the personal  
33 account information of an account that is closed or terminated. In  
34 no case shall a transportation agency maintain personal information  
35 more than four years and six months after the date an account is  
36 closed or terminated.

37 (e) (1) ~~A~~ *Except as provided in paragraphs (2) and (3), a*  
38 transportation agency may make personally identifiable information  
39 of a person available to a law enforcement agency only pursuant  
40 to a search warrant. Absent a provision in the search warrant to

1 the contrary, the law enforcement agency shall immediately, but  
 2 in any event within no more than five days, notify the person that  
 3 ~~his or her~~ *their* records have been obtained and shall provide the  
 4 person with a copy of the search warrant and the identity of the  
 5 law enforcement agency or peace officer to whom the records were  
 6 provided.

7 (2) This section does not prohibit a peace officer, as defined in  
 8 Section 830.1 or 830.2 of the Penal Code, when conducting a  
 9 criminal or traffic collision investigation, from obtaining personally  
 10 identifiable information of a person if the officer has good cause  
 11 to believe that a delay in obtaining this information by seeking a  
 12 search warrant would cause an adverse result, as defined in  
 13 subparagraphs (A) to (E), inclusive, of paragraph (2) of subdivision  
 14 (a) of Section 1524.2 of the Penal Code.

15 (3) (A) *If the Department of the California Highway Patrol*  
 16 *activates an alert pursuant to Section 8594, 8594.5, 8594.10,*  
 17 *8594.11, 8594.13, 8594.14, or 8594.15 of the Government Code*  
 18 *and that alert contains a license plate number of a vehicle involved*  
 19 *in the incident, a transportation agency that employs an electronic*  
 20 *toll collection system shall notify the Department of the California*  
 21 *Highway Patrol and the law enforcement agency that requested*  
 22 *the alert upon identifying the vehicle with that license plate number*  
 23 *using a camera-based vehicle identification system or other*  
 24 *electronic medium employed in connection with the electronic toll*  
 25 *collection system.*

26 (B) *In the notification provided pursuant to subparagraph (A),*  
 27 *the transportation agency shall include the time and location that*  
 28 *the vehicle was identified.*

29 (f) This section does not prohibit a transportation agency in  
 30 subdivision (a) from providing aggregated traveler information  
 31 derived from collective data that relates to a group or category of  
 32 persons from which personally identifiable information has been  
 33 removed.

34 (g) This section does not prohibit a transportation agency, with  
 35 respect to an electronic toll collection system, from providing the  
 36 license plate number of an intermodal chassis to the owner of the  
 37 chassis for purposes of locating the driver of the chassis in the  
 38 event the driver fails to pay a toll.

39 (h) This section, with respect to an electronic toll collection  
 40 system, does not prohibit a transportation agency from sharing



1 data with another transportation agency solely to comply with  
2 interoperability specifications and standards adopted pursuant to  
3 Section 27565 regarding electronic toll collection devices and  
4 technologies. A third-party vendor ~~may~~ *shall* not use personally  
5 identifiable information obtained under this subdivision for a  
6 purpose other than described in this subdivision.

7 (i) Subdivision (d) shall not prohibit a transportation agency,  
8 or its designee, from performing financial and accounting functions  
9 such as billing, account settlement, enforcement, or other financial  
10 activities required to operate and manage the electronic toll  
11 collection system or transit fare collection system. This section,  
12 with respect to electronic transit fare collection systems, does not  
13 prohibit the sharing of data between transportation agencies for  
14 the purpose of interoperability between those agencies. A  
15 third-party vendor ~~may~~ *shall* not use personally identifiable  
16 information obtained under this subdivision for a purpose other  
17 than as described in this subdivision.

18 (j) This section does not prohibit a transportation agency from  
19 communicating, either directly or through a contracted third-party  
20 vendor, to subscribers of an electronic toll collection system or an  
21 electronic transit fare collection system about products and services  
22 offered by, the agency, a business partner, or the entity with which  
23 it contracts for the system, using personally identifiable information  
24 limited to the subscriber's name, address, and ~~electronic mail~~ *email*  
25 address, provided that the transportation agency has received the  
26 subscriber's express written consent to receive the communications.

27 (k) A transportation agency ~~may~~ *shall* not use a nonsubscriber's  
28 personally identifiable information obtained using an electronic  
29 toll collection or electronic transit fare collection system to market  
30 products or services to that nonsubscriber. This subdivision ~~shall~~  
31 *does* not apply to toll-related products or services contained in a  
32 notice of toll evasion issued pursuant to Section 23302 of the  
33 Vehicle Code.

34 (l) For purposes of this section, "transportation agency" means  
35 the Department of Transportation, the Bay Area Toll Authority,  
36 any entity operating a toll bridge, toll lane, or toll highway within  
37 the state, any entity administering an electronic transit fare  
38 collection system and any transit operator participating in that  
39 system, or any entity under contract with any of the above entities.

1 (m) For purposes of this section, “electronic toll collection  
2 system” is a system where a transponder, camera-based vehicle  
3 identification system, or other electronic medium is used to deduct  
4 payment of a toll from a subscriber’s account or to establish an  
5 obligation to pay a toll, and “electronic transit fare collection  
6 system” means a system for issuing an electronic transit pass that  
7 enables a transit passenger subscriber to use the transit systems of  
8 one or more participating transit operators without having to pay  
9 individual fares, where fares are instead deducted from the  
10 subscriber’s account as loaded onto the electronic transit pass.

11 (n) For purposes of this section, “person” means ~~any~~ a person  
12 who subscribes to an electronic toll collection or electronic transit  
13 fare collection system or ~~any~~ a person who uses a toll bridge, toll  
14 lane, or toll road that employs an electronic toll collection system.

15 (o) For purposes of this section, “personally identifiable  
16 information” means any information that identifies or describes a  
17 person including, but not limited to, travel pattern data, address,  
18 telephone number, email address, license plate number, photograph,  
19 bank account information, or credit card number. For purposes of  
20 this section, with respect to electronic transit fare collection  
21 systems, “personally identifiable information” does not include  
22 photographic or video footage.

23 (p) For purposes of this section, “interoperability” means the  
24 sharing of data, including personally identifiable information,  
25 across multiple transportation agencies for the sole purpose of  
26 creating an integrated transit fare payment system, integrated toll  
27 payment system, or both.

28 (q) (1) In addition to any other remedies provided by law, a  
29 person whose personally identifiable information has been  
30 knowingly sold or otherwise provided in violation of this section  
31 may bring an action to recover either actual damages or two  
32 thousand five hundred dollars (\$2,500) for each individual  
33 violation, whichever is greater, and may also recover reasonable  
34 costs and attorney’s fees.

35 (2) A person whose personally identifiable information has been  
36 knowingly sold or otherwise provided three or more times in  
37 violation of this section may bring an action to recover either actual  
38 damages or four thousand dollars (\$4,000) for each individual  
39 violation, whichever is greater, and may also recover reasonable  
40 costs and attorney’s fees.

1 (r) ~~Nothing in subdivisions~~ *Subdivisions* (c) and (d) ~~shall do not~~  
2 preclude compliance with a court order or settlement agreement  
3 that has been approved on or before April 25, 2010.

4 (s) A transportation agency that employs an electronic toll  
5 collection or electronic transit fare collection system may impose  
6 an administrative fee on persons who use those systems in an  
7 amount sufficient to cover the cost of implementing this section.

8 SEC. 2. If the Commission on State Mandates determines that  
9 this act contains costs mandated by the state, reimbursement to  
10 local agencies and school districts for those costs shall be made  
11 pursuant to Part 7 (commencing with Section 17500) of Division  
12 4 of Title 2 of the Government Code.

**ATTACHMENT B**

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

**ASSEMBLY BILL****No. 2535****Introduced by Assembly Member Bonta**

February 13, 2024

An act to amend Section 2192 of the Streets and Highways Code, relating to transportation.

## LEGISLATIVE COUNSEL'S DIGEST

AB 2535, as introduced, Bonta. Trade Corridor Enhancement Program.

Existing law requires the California Transportation Commission, under a program commonly known as the Trade Corridor Enhancement Program, to allocate, upon appropriation by the Legislature, revenues from a specified portion of the state excise tax on diesel fuel and certain federal funds for infrastructure projects located on or along specified transportation corridors. Under existing law, eligible projects under the program include, among others, highway improvements to more efficiently accommodate the movement of freight and environmental and community mitigation or efforts to reduce environmental impacts of freight movement.

This bill would prohibit the commission from allocating funding under the program to a project that adds a general purpose lane to a highway or expands highway capacity in a community that meets certain criteria relating to pollution impacts. The bill would also prohibit the commission from allocating funding under the program to a project that expands a highway's footprint unless the project meets certain criteria relating to environmental review and the operation of the project.

Under the Trade Corridor Enhancement Program, existing law requires the commission to adopt a program of projects from projects nominated

by the Department of Transportation and local agencies. In adopting the program of projects, existing law requires the commission to evaluate the total potential economic and noneconomic benefits of the program of projects to California's economy, environment, and public health, and to specifically assess localized impacts in disadvantaged communities. Existing law also requires the commission to adopt guidelines to implement the program that includes a transparent process to evaluate projects and allocate program funding to infrastructure improvements in a manner that, among other things, includes disadvantaged communities measures, as specified.

This bill would require the commission to ensure that at least 50% of the funds allocated under the program in any fiscal year are allocated to investments in zero-emission freight infrastructure. In adopting the program of projects, the bill would require the commission, for zero-emission freight infrastructure projects, to prioritize those projects located in communities that meet certain criteria relating to pollution impacts. The bill would also require the process included in the guidelines to evaluate projects and allocate funding to infrastructure improvements in a manner that emphasizes community input and the unique needs of those most impacted by the goods movement system.

The bill would require each agency that nominates a project that is included in the program of projects to comply with a maintenance of effort requirement by annually certifying to the commission that it will maintain levels of funding from other sources pledged towards certain transportation projects, as specified. If the commission determines that an agency did not comply with the maintenance of effort requirement, the bill would require the commission to reduce the amount of funding allocated to any project nominated by the agency by  $\frac{1}{3}$ , as specified.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

- 1 SECTION 1. Section 2192 of the Streets and Highways Code
- 2 is amended to read:
- 3 2192. (a) The following revenues shall be allocated for
- 4 infrastructure projects pursuant to this section:
- 5 (1) The revenues deposited in the Trade Corridors Enhancement
- 6 Account pursuant to Section 2192.4, except for those revenues in

1 the account that were appropriated by Senate Bill 132 of the  
2 2017–18 Regular Session (Chapter 7 of the Statutes of 2017).

3 (2) An amount of federal funds equal to the amount of revenue  
4 apportioned to the state under Section 167 of Title 23 of the United  
5 States Code from the national highway freight programs, pursuant  
6 to the federal Fixing America’s Surface Transportation Act (“FAST  
7 Act,” Public Law 114-94).

8 (b) The funding described in subdivision (a) shall be available  
9 upon appropriation for allocation by the California Transportation  
10 Commission for infrastructure improvements in this state on  
11 federally designated Trade Corridors of National and Regional  
12 Significance, on the Primary Freight Network, and along other  
13 corridors that have a high volume of freight movement, as  
14 determined by the commission and as identified in the state freight  
15 plan developed pursuant to Section 13978.8 of the Government  
16 Code. Projects eligible for funding shall be included in an adopted  
17 regional transportation plan. Projects within the boundaries of a  
18 metropolitan planning organization shall be included in an adopted  
19 regional transportation plan that includes a sustainable communities  
20 strategy determined by the State Air Resources Board to achieve  
21 the region’s greenhouse gas emissions reduction targets. In  
22 developing guidelines for implementing this section, the  
23 commission shall ~~(1) apply~~ *do both of the following*:

24 (1) *Apply* the guiding principles, to the maximum extent  
25 practicable, in the California Sustainable Freight Action Plan  
26 released in July 2016 pursuant to Executive Order No. ~~B-32-15,~~  
27 ~~and (2) consult B-32-15.~~

28 (2) *Consult* the state freight plan and the applicable port master  
29 plan.

30 (c) Eligible projects for these funds include, but are not limited  
31 to, all of the following:

32 (1) Highway improvements to more efficiently accommodate  
33 the movement of freight, particularly for ingress and egress to and  
34 from the state’s land ports of entry, rail terminals, and seaports,  
35 including navigable inland waterways used to transport freight  
36 between seaports, land ports of entry, and airports, and to relieve  
37 ~~traffic~~ truck congestion along *limited access* major trade or goods  
38 movement corridors.

39 (2) Freight rail system improvements to enhance the ability to  
40 move goods from seaports, land ports of entry, and airports to

1 warehousing and distribution centers throughout California,  
 2 including projects that separate rail lines from highway or local  
 3 road traffic, improve freight rail mobility, and other projects that  
 4 improve the safety, efficiency, and capacity of the rail freight  
 5 system.

6 (3) Projects to enhance the capacity and efficiency of ports,  
 7 except that funds available under this section shall not be allocated  
 8 to a project that includes the purchase of fully automated cargo  
 9 handling equipment. For ~~the~~ purposes of this paragraph, “fully  
 10 automated” means equipment that is remotely operated or remotely  
 11 monitored, with or without the exercise of human intervention or  
 12 control. ~~Nothing in this~~ This paragraph shall *not* prohibit the use  
 13 of funds *made* available pursuant to this section for a project that  
 14 includes the purchase of human-operated zero-emission equipment,  
 15 human-operated near-zero-emission equipment, and infrastructure  
 16 supporting that human-operated equipment. ~~Furthermore, nothing~~  
 17 ~~in this~~ This section shall *not* prohibit the purchase of devices that  
 18 support that human-operated equipment, including equipment to  
 19 evaluate the ~~utilization~~ *usage* and environmental benefits of that  
 20 human-operated equipment.

21 (4) Truck corridor improvements, including dedicated truck  
 22 facilities or truck toll facilities, including the mitigation of the  
 23 emissions from trucks or these facilities.

24 (5) Border access improvements that enhance goods movement  
 25 between California and Mexico and that maximize the state’s  
 26 ability to access funds made available to the state by federal law.

27 (6) Surface transportation, local road, and connector road  
 28 improvements to effectively facilitate the movement of goods,  
 29 particularly for ingress and egress to and from the state’s land ports  
 30 of entry, airports, and seaports, to relieve ~~traffic~~ *truck* congestion  
 31 along *limited access* major trade or goods movement corridors.

32 (7) Projects that employ advanced and innovative technology  
 33 to improve the flow of freight, such as intelligent transportation  
 34 systems, public infrastructure, excluding vehicles, that enables  
 35 zero-emission or near-zero emission goods movement, real time  
 36 information systems, weigh-in-motion devices, electronic screening  
 37 and credentialing systems, traffic signal optimization, work zone  
 38 management and information systems, ramp metering, and  
 39 electronic cargo and border security technologies.



1 (8) Environmental and community mitigation or efforts to reduce  
2 environmental impacts of freight movement, such as projects that  
3 reduce noise, overnight truck idling, or truck queues, and advanced  
4 traveler information systems such as freight advanced traveler  
5 information systems that optimize operations to reduce empty-load  
6 trips.

7 (d) (1) Projects funded with revenues identified in paragraph  
8 (1) of subdivision (a) shall be consistent with Article XIX of the  
9 California Constitution.

10 (2) *The commission shall not allocate any funding pursuant to*  
11 *this section to a project that does either of the following:*

12 (A) *Adds a general purpose lane to a highway.*

13 (B) *Expands highway capacity in a community that ranks in the*  
14 *highest quintile in CalEnviroScreen for disproportionate burdens*  
15 *from multiple sources of pollution and with population*  
16 *characteristics that makes the community more sensitive to*  
17 *pollution.*

18 (3) *The commission may allocate funding pursuant to this*  
19 *section to a project that expands a highway's footprint only if the*  
20 *project meets all of the following requirements:*

21 (A) *The project completed a project-level environmental review*  
22 *in accordance with the California Environmental Quality Act*  
23 *(Division 13 (commencing with Section 21000) of the Public*  
24 *Resource Code), and fully analyzed, disclosed, and mitigated all*  
25 *environmental impacts through an environmental impact report,*  
26 *including any impacts to vehicle miles traveled, induced vehicle*  
27 *miles traveled, greenhouse gas emissions, pollution from criteria*  
28 *air pollutants, energy use, noise, and other impacts that would be*  
29 *caused by induced vehicle miles traveled, including truck vehicle*  
30 *miles traveled.*

31 (B) *The project completed a project-level environmental review*  
32 *in accordance with the California Environmental Quality Act that*  
33 *analyzed project alternatives featuring only zero-emission*  
34 *infrastructure or vehicle miles traveled-reducing alternatives in*  
35 *the analysis of alternatives.*

36 (C) *The project will ensure smooth and free-flowing truck traffic*  
37 *on limited-access rights-of-way using demand management*  
38 *strategies, which may include, but are not limited to, tolls or other*  
39 *forms of road pricing.*

40 (D) *The project will deploy zero-emission freight technology.*

1     (E) *The project completed an analysis of cumulative pollution*  
2 *burdens and potential adverse cumulative impacts caused by the*  
3 *proposed project, and has a proposed mitigation plan developed*  
4 *in consultation with the communities subject to those cumulative*  
5 *impacts.*

6     (e) (1) In adopting the program of projects to be funded with  
7 funds described in subdivision (a), the commission shall evaluate  
8 the total potential economic and noneconomic benefits of the  
9 program of projects to California's economy, environment, and  
10 public health. The evaluation shall specifically assess localized  
11 impacts in disadvantaged communities. The commission shall  
12 consult with the agencies identified in Executive Order No.  
13 B-32-15 and metropolitan planning organizations in order to use  
14 the appropriate models, techniques, and methods to develop the  
15 parameters for evaluating the program of projects. The commission  
16 shall allocate the funding from subdivision (a) for trade  
17 infrastructure improvements as follows:

18     (A) Sixty percent of the funds shall be available for projects  
19 nominated by regional transportation agencies and other public  
20 agencies, including counties, cities, and port authorities, in  
21 consultation with the department. The commission shall provide  
22 reasonable geographic targets for funding allocations without  
23 constraining what an agency may propose or what the commission  
24 may approve.

25     (B) Forty percent of the funds shall be available for projects  
26 nominated by the department, in consultation with regional  
27 transportation agencies.

28     (2) (A) In adopting a program of projects pursuant to paragraph  
29 (1), the commission shall prioritize projects jointly nominated and  
30 jointly funded by the state and local agencies. In considering  
31 geographic balance for the overall program, the commission may  
32 adjust the corridor-based targets in subparagraph (A) of paragraph  
33 (1) to account for projects programmed pursuant to subparagraph  
34 (B) of paragraph (1).

35     (B) *In adopting a program of projects pursuant to paragraph*  
36 *(1), for projects meeting the criteria specified in paragraph (3),*  
37 *the commission shall prioritize projects located in communities*  
38 *that rank in the highest quintile in CalEnviroScreen for*  
39 *disproportionate burdens from multiple sources of pollution and*

1 *with population characteristics that makes the community more*  
 2 *sensitive to pollution.*

3 (3) *The commission shall ensure that at least 50 percent of the*  
 4 *funds allocated pursuant to this section in any fiscal year are*  
 5 *allocated to investments in zero-emission freight infrastructure.*  
 6 *Zero-emission freight infrastructure may include, but is not limited*  
 7 *to, heavy-duty electric vehicle charging and fueling infrastructure*  
 8 *and electric locomotive technology.*

9 (f) (1) *Each agency, including the department and any local*  
 10 *agency, that nominates a project that is included in the program*  
 11 *of projects shall comply with the following maintenance of effort*  
 12 *requirement:*

13 (A) *No later than 30 days after the beginning of each fiscal year,*  
 14 *the agency shall certify to the commission that it will, during the*  
 15 *period of time when any project nominated by the agency remains*  
 16 *in the program of projects, maintain its levels of funding from all*  
 17 *other sources pledged to transportation infrastructure projects*  
 18 *that reduce vehicle miles traveled or support investments in*  
 19 *zero-emission vehicle infrastructure, or both.*

20 (B) *As part of the certification process, the agency shall submit*  
 21 *a statement indicating the amount of funds pledged for those*  
 22 *purposes in the preceding fiscal year and the amount of funds*  
 23 *expended for those purposes in the preceding fiscal year.*

24 (2) *If the commission determines that an agency did not comply*  
 25 *with the maintenance of effort requirement described in paragraph*  
 26 *(1), the commission shall reduce the amount of funding allocated*  
 27 *pursuant to this section to any project nominated by the agency*  
 28 *by one-third.*

29 (3) *If the commission determines that an agency that failed to*  
 30 *meet its maintenance of effort requirement comes into compliance*  
 31 *in a subsequent fiscal year, the commission shall restore the*  
 32 *amount of funding that was previously allocated to the project.*

33 (f)

34 (g) (1) ~~The~~ (A) *The commission shall adopt guidelines,*  
 35 *including a transparent process to evaluate projects and to allocate*  
 36 *the funding described in subdivision (a) for trade infrastructure*  
 37 *improvements in a manner that ~~(A) addresses~~ does all of the*  
 38 *following:*

39 (i) *Addresses the state's most urgent needs, ~~(B) balances~~ needs.*

- 1 (ii) *Balances* the demands of various land ports of entry,  
 2 seaports, and ~~airports, (C) places airports.~~
- 3 (iii) *Places* emphasis on projects that improve trade corridor  
 4 mobility and safety while reducing emissions of diesel particulates,  
 5 greenhouse gases, and other pollutants and reducing other negative  
 6 community impacts, especially in disadvantaged ~~communities,~~  
 7 ~~(D) makes communities.~~
- 8 (iv) *Makes* a significant contribution to the state's ~~economy, (E)~~  
 9 ~~recognizes economy.~~
- 10 (v) *Recognizes* the key role of the state in project ~~identification,~~  
 11 ~~(F) supports identification.~~
- 12 (vi) *Supports* integrating statewide goods movement priorities  
 13 in a corridor ~~approach, and (G) includes approach.~~
- 14 (vii) *Includes* disadvantaged communities measures, as  
 15 established by the California Environmental Protection Agency  
 16 pursuant to Section 39711 of the Health and Safety Code, and  
 17 other tools the commission determines, for evaluating benefits or  
 18 costs for disadvantaged communities and low-income communities.
- 19 **Project**
- 20 (viii) *Emphasizes* community input and the unique needs of those  
 21 most impacted by the goods movement system.
- 22 (B) *Project* nominations shall include either a quantitative or  
 23 qualitative assessment of the benefits the project is expected to  
 24 achieve relative to the evaluation criteria.
- 25 (2) The guidelines adopted pursuant to paragraph (1) may  
 26 include streamlining of project delivery by authorizing regional  
 27 transportation agencies and other public agencies to seek  
 28 commission approval of a letter of no prejudice that allows the  
 29 agency to expend its own funds for a project programmed in a  
 30 future year of the adopted program of projects, in advance of  
 31 allocation of funds to the project by the commission, and to be  
 32 reimbursed at a later time for eligible expenditures. A letter of no  
 33 prejudice shall only be available to local or regional transportation  
 34 agencies for moneys that have been identified for future allocation  
 35 to the applicant agency. Moneys designated for the program shall  
 36 only be reimbursed when there is funding available in an amount  
 37 sufficient to make the reimbursement.
- 38 ~~(g)~~
- 39 (h) In addition, the commission shall also consider the following  
 40 factors when allocating these funds:

1 (1) “Velocity,” which means the speed by which large cargo  
 2 would travel from the land port of entry or seaport through the  
 3 distribution system.

4 (2) “Throughput,” which means the volume of cargo that would  
 5 move from the land port of entry or seaport through the distribution  
 6 system.

7 (3) “Reliability,” which means a reasonably consistent and  
 8 predictable amount of time for cargo to travel from one point to  
 9 another on any given day or at any given time in California.

10 (4) “Congestion reduction,” which means the reduction in  
 11 recurrent daily hours of delay to be ~~achieved~~. *achieved after*  
 12 *accounting for, and mitigating, vehicle miles traveled.*

13 ~~(h)~~

14 (i) For purposes of this section, the following terms have the  
 15 following meanings:

16 (1) “Disadvantaged communities” are those communities  
 17 identified by the California Environmental Protection Agency  
 18 pursuant to Section 39711 of the Health and Safety Code.

19 (2) “Low-income communities” are census tracts with median  
 20 household incomes at or below 80 percent of the statewide median  
 21 income or with median household incomes at or below the  
 22 threshold designated as low income by the Department of Housing  
 23 and Community Development’s list of state income limits adopted  
 24 pursuant to Section 50093 of the Health and Safety Code.

25 ~~(i)~~

26 (j) It is the intent of the Legislature for the commission to adopt  
 27 an initial program of projects using the state and federal funds  
 28 described in subdivision (a) for eligible projects as soon as  
 29 practicable and no later than May 17, 2018.

## *Minute Action*

AGENDA ITEM: 30

***Date:*** May 1, 2024

***Subject:***

Update on the Freeway Service Patrol Program and 2023 Freeway Service Patrol Driver Recognition Awards

***Recommendation:***

Receive information pertaining to the Freeway Service Patrol (FSP) Program in San Bernardino County and acknowledge the 2023 FSP Driver Awards.

***Background:***

The San Bernardino County Transportation Authority (SBCTA) began its Freeway Service Patrol (FSP) Program in Fiscal Year (FY) 2005/2006. FSP consists of a fleet of tow trucks that travel on selected San Bernardino County freeways during peak periods of congestion to assist motorists with their disabled vehicles. The designated segment of highway that the tow trucks patrol is referred to as a “Beat.” Over the years, the FSP Program has demonstrated many benefits to the motoring public by reducing the amount of time a motorist is in an unsafe condition, reducing traffic congestion, as well as decreasing fuel consumption, vehicle emissions, and secondary incidents. SBCTA began FSP operations in January 2006, and now has eight separate Beats in operation covering more than 98 centerline miles. The services are provided Monday through Friday in two separate shifts to accommodate peak traffic hours. Monday through Friday the morning shift is from 6:00 a.m. to 8:30 a.m. and the Monday through Thursday afternoon shift is 1:00 p.m. to 6:00 p.m. On Fridays, the afternoon shift starts at 11:00 a.m. and continues until 6:00 p.m. FSP also operates in select areas on Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. on a demonstration basis. The weekday service areas are as follows:

- Beat 5: State Route (SR) 60 Reservoir Street (Los Angeles County Line) to Milliken Avenue
- Beat 9: Interstate 10 (I-10) Indian Hill (Los Angeles County Line) to Sierra Avenue
- Beat 11: I-10 Sierra Avenue to Waterman Avenue
- Beat 14: Interstate 215 (I-215) Center Street (Riverside County Line) to Devore Road
- Beat 23: Interstate 15 (I-15) Jurupa Street (Riverside County Line) to Sierra Avenue
- Beat 27: I-15 Sierra Avenue to Oak Hill Road
- Beat 29: I-10 Waterman Avenue to Yucaipa Boulevard
- Beat 31: SR 210 from Los Angeles County Line to Citrus Avenue

Since the program’s inception in 2006, the FSP Program has assisted more than 940,000 motorists on San Bernardino County highways. The assists include services such as a flat tire change, a battery jump-start, providing a gallon of fuel, and performing driver safety checks, which is when a FSP Driver will check on a vehicle that is parked alongside the freeway to see if the motorist, if available, is in need of assistance and provides information on the FSP program. FSP Tow Drivers can also help a motorist when they have accidentally locked their keys in the car while stopped along the freeway.

In the 2023 calendar year, FSP Tow Drivers in San Bernardino County assisted more than 77,200 stranded motorists. The chart below lists the assists by type (Monday-Friday operations and weekend service):

*Entity: San Bernardino County Transportation Authority*

<b>Assist Type</b>	<b>2023 Count</b>
ABANDONED	3,656
ACCIDENT	6,726
IN LANE DEBRIS REMOVAL	2,290
ELECTRICAL PROBLEM	1,307
FLAT TIRE	8,506
DRIVER SAFETY CHECK	39,705
LOCKED OUT	20
MECHANICAL PROBLEM	9,150
OUT OF GAS	3,332
OVERHEATED	2,496
VEHICLE FIRE	37
<b>Total</b>	<b>77,225</b>

In addition, SBCTA has provided construction FSP services in construction zones outside of FSP Beat areas or outside of the normal service hours. In 2023 Construction Freeway Service Patrol (CFSP) weekday and weekend services continued from 7:00 am to 7:00 pm and were provided for the Caltrans Victorville Oak Hill Road to Bear Valley Road Project. SBCTA, California Department of Transportation (Caltrans), and California Highway Patrol (CHP) coordinated these efforts.

The FSP Program has received almost 1,050 survey comments from motorists that have been assisted by our FSP Drivers in 2023. Overall, 99.5% rated their experience as excellent or good.

For the past 12 years, SBCTA has recognized outstanding drivers for their excellence in assisting the motoring public. This year the San Bernardino FSP Program recognized: one Top Driver, two Drivers of Excellence, one People's Choice Award and one Rookie of the Year.

Top Driver and Driver of Excellence awards are based on the following criteria:

1. The driver must perform a minimum of 1,200 assists in the prior calendar year.
2. The driver must not have more than one "write-up" during the period (occurs when a driver does not follow FSP procedures).
3. The driver must not have more than one "late arrival" when starting their Beat.
4. The driver's accuracy rating when entering assist data into the data device must be high.
5. The driver received numerous compliments from the motorists they assisted.

People's Choice Award criteria:

1. The driver must perform a minimum of 1,200 assists in the prior calendar year.
2. The driver must not have more than one "write-up" during the period (occurs when a driver does not follow FSP procedures).
3. The driver must not have more than one "late arrival" when starting their Beat.
4. The driver received the highest number of positive customer surveys within the calendar year.

Rookie of the Year criteria:

1. The driver has less than one year of service but can be in their 4<sup>th</sup> quarter of the prior calendar year.
2. The driver must not have more than one "write-up" during the period (occurs when a driver does not follow FSP procedures).



## Board of Directors Agenda Item

May 1, 2024

Page 3

3. Ranks the highest among all Rookie statistics.
4. Performed excellent service in his/her first year as an FSP driver.

The following drivers were recognized at the March 6, 2024 and March 13, 2024 FSP quarterly drivers meeting by SBCTA FSP program management, CHP, and their peers for their outstanding efforts, high-level of professionalism, and the excellent customer service they provided to stranded motorists along San Bernardino County freeways:

- **Top Driver – Eleuterio Perez of Pomona Valley Towing.** Eleuterio has been with the San Bernardino FSP Program for almost two years and assisted 1,730 motorists during the 2023 calendar year.

- **Driver of Excellence – Freddy Sotelo, Sr. of Steve’s Towing.** Freddy has been with the San Bernardino FSP Program for two years and assisted 6,231 motorists during the 2023 calendar year.

- **Driver of Excellence – Alexander Lelong of Royal Coaches Towing.** Alexander has been with the San Bernardino FSP Program for ten years and assisted 2,414 motorists during the 2023 calendar year.

- **People’s Choice Award – Dominic Cloy of Royal Coaches Towing.** Dominic has been with the San Bernardino FSP Program for almost two years and assisted 3,568 motorists during the 2023 calendar year.

- **Rookie of the Year – Saul Castro, Jr. of Pomona Valley Towing.** Saul has been with the San Bernardino FSP Program for almost one year and assisted 1,457 motorists during the 2023 calendar year.

We are recognizing these drivers for providing a high-level of professionalism, excellent customer service and outstanding efforts as they offer services to motorists stranded along San Bernardino County freeways.

***Financial Impact:***

This item has no financial impact on the adopted budget for Fiscal Year 2023/2024.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board to acknowledge the FSP Drivers for their 2023 FSP Drivers Awards.

***Responsible Staff:***

Kelly Lynn, Chief of Air Quality & Mobility Programs

---

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

## *Minute Action*

AGENDA ITEM: 31

***Date:*** May 1, 2024

***Subject:***

Award Contract No. 24-1003046 - U.S. Bank Global Corporate Trust

***Recommendation:***

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

A. Authorize the Executive Director, or his designee, to finalize and execute Contract No. 24-1003046 with U.S. Bank Global Corporate Trust for Trustee Services for a not-to-exceed amount of \$45,000, to be funded with Debt Service Funds and Toll Funds, for a five-year term through June 30, 2029, subject to approval as to form by SBCTA General Counsel.

B. Approve U.S. Bank Global Corporate Trust to self-insure all of the insurance requirements in this contract.

***Background:***

The current agreement for trustee services expires July 4, 2024, with no options to extend the agreement. Trustee services are necessary for San Bernardino County Transportation Authority (SBCTA) to comply with the requirements of bond indentures on two outstanding bonds and a loan with United States Department of Transportation under the Transportation Infrastructure Finance and Innovation Act program. The trustee receives monthly Measure I sales tax funds directly from the State Department of Tax and Fee Administration and withholds funds to meet debt service requirements for the outstanding sales tax revenue bonds. Toll revenue will be deposited directly to the Trustee. The Trustee shall deposit the funds in various accounts to comply with loan requirements.

In February 2023, SBCTA had an unsuccessful procurement for Trustee services and extended the prior agreement for an additional year. On January 8, 2024, SBCTA released RFP No. 24-1003046 for Trustee Services with a proposal due date of February 1, 2024. Two proposals were received and found to be responsive. Staff reviewed the proposals and extended invitations for the interview. One firm declined the interview. SBCTA entered negotiations with the remaining proposer U.S. Bank Global Corporate Trust (U.S. Bank).

Staff is also requesting an approval of U.S. Bank's self-insurance of all of the insurance required in this contract. Both SBCTA's Enterprise Risk Manager and the Chief Financial Officer are comfortable with the financial resources and substantial reserves held by U.S. Bank. Further, it is believed with very high probability, that U.S. Bank can meet their indemnification requirements without the need for commercial insurance.

***Financial Impact:***

Trustee services are included in the proposed Budget for Fiscal Year 2024/2025 and funded with Debt Service and Toll funds in Programs 60 and 70.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel, Enterprise Risk Manager, and Procurement Manager have reviewed this item and the draft contract. This item is going directly to the board as the insurance requirements in the agreement require board approval and the timing of the negotiations with the vendor did not allow time to take to the committee.

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item  
May 1, 2024  
Page 2

***Responsible Staff:***

Lisa Lazzar, Chief of Fiscal Resources

---

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

**General Contract Information**

Contract No: 24-1003046 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Finance  
 Vendor No.: 03525 Vendor Name: U.S. Bank Global Corporate Trust  
 List Any Related Contract Nos.: \_\_\_\_\_  
 List Any Accounts Payable Related Contract Nos.: 19-1002229

Dollar Amount					
Original Contract	\$	45,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>45,000.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>45,000.00</b>

**Contract Authorization**

Board of Directors Date: 05/01/2024 Board Item # 10543

**Contract Management (Internal Purposes Only)**

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

**Accounts Payable**

Estimated Start Date: 07/01/2024 Expiration Date: 06/30/2029 Revised Expiration Date: \_\_\_\_\_  
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:	Total Contingency:
GL	5025	60	0967	0000	57800		49053505	\$ 45,000.00	\$ -
GL	5026	60	0968	0000	57800		49053505	17,500.00	-
GL	7550	70	0750	0000	66100		44001000	17,500.00	-
GL								10,000.00	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Lisa Lazzar Project Manager (Print Name) Hilda Flores Task Manager (Print Name)

Additional Notes:

Attachment: CSS - Revised - 08-25-2022 10.11am [Revision 1] (10543 : Award Contract No. 24-1003046 - U.S. Bank Global Corporate Trust)

**CONTRACT NO. 24-1003046****BY AND BETWEEN****SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY****AND****U.S. BANK GLOBAL CORPORATE TRUST****FOR****TRUSTEE SERVICES**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and U.S. Bank Global Corporate Trust ("CONSULTANT"), whose address is 633 W. 5<sup>th</sup> Street, Los Angeles, California 90071. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties."

**RECITALS:**

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

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

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

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK**

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work") in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word "Work" includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.
- 1.2 The Project Manager for this Contract is Lisa Lazzar, Chief of Fiscal Resources, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Chief Financial Officer of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals; demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

## ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through June 30, 2029 until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

## ARTICLE 3. COMPENSATION

3.1 The total Contract Not-To-Exceed Amount is Forty-Five Thousand Dollars (\$45,000). The method of payment for this Contract will be based on lump sum. The total lump sum price paid CONSULTANT will include compensation for all Work and deliverables. No additional compensation will be paid to CONSULTANT, unless there is a change in the Scope of Work. In the instance of a change in the Scope of Work, adjustment to the total lump sum compensation will be negotiated between the Parties. Adjustment in the total lump sum will not be effective until authorized contract amendment and approved by SBCTA.

3.2 Payments shall be made annually in advance.

3.3 Intentionally Omitted.

## ARTICLE 4. INVOICING

4.1 Payment to CONSULTANT as provided herein shall be payable annually, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with the instructions below. Payment shall not be construed to be an acceptance of Work.

4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for annual billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices should be e-mailed to SBCTA at the following address:

[ap@gosbcta.com](mailto:ap@gosbcta.com)

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

4.3 Intentionally Omitted.

4.4 Intentionally Omitted.

4.5 Intentionally Omitted.

4.6 Intentionally Omitted.

4.7 Intentionally Omitted.

## ARTICLE 5. TAXES, DUTIES AND FEES

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

## **ARTICLE 6. AVAILABILITY OF FUNDS**

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

## **ARTICLE 7. PERMITS AND LICENSES**

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

## **ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT**

Intentionally Omitted.

## **ARTICLE 9. RESPONSIBILITY OF CONSULTANT**

9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.

9.2 Intentionally Omitted.

## **ARTICLE 10. REPORTING AND DELIVERABLES**

Intentionally Omitted.

## **ARTICLE 11. TECHNICAL DIRECTION**

Intentionally Omitted.

## **ARTICLE 12. CHANGES**

12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.

12.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

## **ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**

13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair



Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

#### **ARTICLE 14. CONFLICT OF INTEREST**

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

#### **ARTICLE 15. KEY PERSONNEL**

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

<b>Name</b>	<b>Job Classification/Function</b>
Ilse Vlach	Vice President, Relationship Manager
Isela Hernandez	Officer, Product Operations Analyst
Adriana G. Marshall	Assistant Vice President, Product Operations Analyst
Xin Wu	Officer, Trust Review Analyst

#### **ARTICLE 16. REPRESENTATIONS**

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

#### **ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY**

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents, data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA a copy of all such Products.

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

## ARTICLE 18. TERMINATION

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

18.1.3 Intentionally Omitted.

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

18.2.1 Intentionally Omitted.

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

## **ARTICLE 19. STOP WORK ORDER**

Intentionally Omitted.

## **ARTICLE 20. CLAIMS**

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing.

## **ARTICLE 21. INSURANCE**

Insurance provisions are attached hereto and incorporated herein as Exhibit C.

## **ARTICLE 22. INDEMNITY**

22.1 Intentionally Omitted.

22.2 CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SANBAG, SANBAG's Entities, and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by any Indemnitee(s) on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to Indemnitees' "active" as well as "passive" negligence, but does not apply to the "sole negligence" or "willful misconduct."

## **ARTICLE 23. ERRORS AND OMISSIONS**

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

## **ARTICLE 24. OWNERSHIP OF DOCUMENTS**

Intentionally Omitted.

## **ARTICLE 25. SUBCONTRACTS**

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.
- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

## **ARTICLE 26. RECORD INSPECTION AND AUDITING**

Intentionally Omitted.

## **ARTICLE 27. INDEPENDENT CONTRACTOR**

CONSULTANT is and shall be at all times an independent contractor.

## **ARTICLE 28. ATTORNEY'S FEES**

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

## **ARTICLE 29. GOVERNING LAW AND VENUE**

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

action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

### **ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS**

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

### **ARTICLE 31. PRECEDENCE**

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

### **ARTICLE 32. COMMUNICATIONS AND NOTICES**

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

<b>To U.S. BANK GLOBAL COPORATE TRUST</b>	<b>To SBCTA</b>
<b>633 W. 5<sup>th</sup> Street</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>Los Angeles, CA 90071</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: Ilse Vlach</b>	<b>Attn: Lisa Lazzar</b>
<b>Email: ilse.vlach@usbank.com</b>	<b>Email: llazzar@gosbcta.com</b>
<b>Phone: (213) 615-6051</b>	<b>Phone: (909) 884-8276</b>
<b>2<sup>nd</sup> Contact: Linda Verstuyft</b>	<b>Copy: Procurement Manager</b>
<b>Email: linda.verstuyft@usbank.com</b>	<b>Email: procurement@gosbcta.com</b>

### **ARTICLE 33. DISPUTES**

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA’s Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA’s Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.

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

#### **ARTICLE 34. GRATUITIES**

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

#### **ARTICLE 35. REVIEW AND ACCEPTANCE**

Intentionally Omitted.

#### **ARTICLE 36. CONFIDENTIALITY**

See Article 17.

#### **ARTICLE 37. EVALUATION OF CONSULTANT**

Intentionally Omitted.

#### **ARTICLE 38. SAFETY**

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

#### **ARTICLE 39. DRUG FREE WORKPLACE**

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq, the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.; U.S. DOT regulations, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and U.S. OMB regulatory guidance, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

#### **ARTICLE 40. ASSIGNMENT**

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

#### **ARTICLE 41. AMENDMENTS**

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

#### **ARTICLE 42. PREVAILING WAGES**

Intentionally Omitted.

#### **ARTICLE 43. CONTINGENT FEE**

CONSULTANT warrants by execution of this Contract, that no person or selling agency has been employed



or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**ARTICLE 44. FORCE MAJEURE**

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

**ARTICLE 45. WARRANTY**

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

**ARTICLE 46. ENTIRE DOCUMENT**

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

**ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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

**ARTICLE 48. EFFECTIVE DATE**

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

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



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

**U.S. BANK GLOBAL COPORATE TRUST**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Linda Verstuyft  
Vice President

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

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

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

**APPROVED AS TO FORM**

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

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

**CONCURRENCE**

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

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

Attachment: 24-1003046-PDF (10543 : Award Contract No. 24-1003046 - U.S. Bank Global Corporate Trust)

**ATTACHMENT “A”  
“SCOPE OF WORK”**

## Trustee Services

### Scope of Work

SBCTA is seeking a qualified and trusted institution to serve as trustee to comply with bond and loan covenants when SBCTA issues bonds and loans. The purpose of trust funds is to maintain long-term financial support to pay annual obligations in accordance with bond requirements and loan agreements (For example, loan with Transportation Infrastructure Finance and Innovation Act program with U.S. DOT). The qualified institution shall have extensive experience providing trustee, paying agent, escrow agent, and bond registrar services in connection with bond and loan issuances.

The Scope of trustee services shall include:

- Comprehensive fiduciary asset management.
- Adherence to SBCTA's Investment Policy 20100 Discretionary investment management within policy and legal guidelines.
- Custody and full administration of trust assets.
- Appropriate and approved disbursement of funds.
- Monitoring and timely reporting on fund performance, disbursements, and administration
- Participating in meetings, on an as needed basis, related to the planning and structuring of new bond or loan issuances.
- Provide information and notices to bondholders, issuers, borrowers and related parties regarding SBCTA bonds and loans.
- Provide as paying agent, escrow agent and bond registrar services for SBCTA bonds and loans (For example, disclosure with EMMA and US DOT).
- Manage the redemption and purchase of bonds prior to maturity, bond defeasances, and defaults.
- Comply with dissemination requirements set forth in the transaction documents (provided as attachments – Sales Tax Revenue Bonds Series 2014 and 2022 as well as the Transportation Infrastructure Finance and Innovation Act program loan agreement).
- Provide online access to accounts to view balances and transactions, including daily/monthly reports.
- Provide monthly reporting within 3 days of month end.
- Work efficiently and diligently with SBCTA's consultants to close bond or loan transactions.

**EXHIBIT “B”**  
**“PRICE PROPOSAL FOR FIRM FIXED PRICE”**



**Exhibit B Price Proposal for Firm  
Fixed Price**

**No. 24-1003046**

<b>Fiscal Year</b>	<b>Bond/Debt issuance</b>	<b>Annual Fee</b>
2023-2024	2023 SBCTA Sales Tax Revenue Bonds	\$2,500
2024-2025	2023 SBCTA Sales Tax Revenue Bonds	\$2,500
2025-2026	2023 SBCTA Sales Tax Revenue Bonds	\$2,500
2026-2027 (Extension)	2023 SBCTA Sales Tax Revenue Bonds	\$2,500
2027-2028 (Extension)	2023 SBCTA Sales Tax Revenue Bonds	\$2,500
2023-2024	2022 SBCTA Sales Tax Revenue Refunding Bonds	\$2,500
2024-2025	2022 SBCTA Sales Tax Revenue Refunding Bonds	\$2,500
2025-2026	2022 SBCTA Sales Tax Revenue Refunding Bonds	\$2,500
2026-2027 (Extension)	2022 SBCTA Sales Tax Revenue Refunding Bonds	\$2,500
2027-2028 (Extension)	2022 SBCTA Sales Tax Revenue Refunding Bonds	\$2,500
2023-2024	Transportation Infrastructure Finance and Innovation Act Loan	\$2,500
2024-2025	Transportation Infrastructure Finance and Innovation Act Loan	\$2,500
2025-2026	Transportation Infrastructure Finance and Innovation Act Loan	\$2,500
2026-2027 (Extension)	Transportation Infrastructure Finance and Innovation Act Loan	\$2,500
2027-2028 (Extension)	Transportation Infrastructure Finance and Innovation Act Loan	\$2,500
2023-2024	Other bond/debt issues (If necessary)* SBCTA subordinate sales tax revenues commercial paper Trustee only	\$1,500
2024-2025	Other bond/debt issues (If necessary)* SBCTA subordinate sales tax revenues commercial paper Trustee only	\$1,500
2025-2026	Other bond/debt issues (If necessary)* SBCTA subordinate sales tax revenues commercial paper Trustee only	\$1,500
2026-2027 (Extension)	Other bond/debt issues (If necessary)* SBCTA subordinate sales tax revenues commercial paper Trustee only	\$1,500
2027-2028 (Extension)	Other bond/debt issues (If necessary)* SBCTA subordinate sales tax revenues commercial paper Trustee only	\$1,500

**TOTAL FIXED PRICE AMOUNT: \$45,000**

\*Bond refundings or new debt issuance will require new accounts with the trustee

I hereby acknowledge that I have included all labor hours, fees, taxes, materials and equipment in this price.

Linda Verstuyft, Managing Director on behalf of U.S. Bank Trust Company, National Association

Proposer

1/26/2024

Signature of Authorized Person

Date

**EXHIBIT “C”**  
**“INSURANCE REQUIREMENTS”**

## INSURANCE REQUIREMENTS

1 Prior to commencing the Work and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage, or provide letter of self-insurance at least as broad as the following minimum requirements specified below:

1.1 Professional Liability. The policies or self-insurance must include the following:

- A limit of liability not less than \$5,000,000 per claim
- An annual aggregate limit of not less than \$5,000,000
- Coverage or self-insurance shall be appropriate for the CONSULTANT's profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT's professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.

1.2 Worker's Compensation/Employer's Liability. The policies or self-insurance must include the following:

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

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

1.3. Commercial General Liability. The policy or self-insurance must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$10,000,000 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, 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.
  - \$10,000,000 per occurrence limit for property damage or bodily injury



- \$1,000,000 per occurrence limit for personal injury and advertising injury
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.

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

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

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

1.4 Umbrella/Excess CGL. The policy, or self-insurance must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
  - The umbrella or excess policy or self-insurance shall follow form over the CONSULTANT’s primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
  - The umbrella or excess policy or self-insurance shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
  - The umbrella or excess policy or self-insurance 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 or self-insurance 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.

1.5 Commercial Auto. The policy or self-insurance must include the following:

- A total limit of liability of not less than **\$1,000,000** 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 or self-insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance or self-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.

1.6 Pollution Liability. Intentionally Omitted

1.7 Cyber Liability. Appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage or self-insurance shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy or self-insurance 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 or self-insurance shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property.

1.8 Railroad Protective Liability. Intentionally Omitted.

2. General Provisions

- 2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII 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.
- 2.2 Additional Insured Coverage. The General Liability Policy or self-insurance shall be endorsed by ISO Form CG 20 43, or if not available, then an ISO Form that is equivalent in coverage, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
- 2.3 Proof of Coverage. 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 broker; show compliance with the insurance requirements set forth in this Article; list all exclusions which are added by endorsement to each policy; and also include the Contract Number on the face of the certificate.
- 2.4 Deductibles and Self-Insured Retention. The parties agree that Consultant shall either carry commercially available insurance or self-insure any or all of the insurance requirements in this agreement. In the event that Consultant self-insures, then Consultant agrees that they then act as the insurer and will provide all coverages that would have otherwise been available had they purchased insurance.
- 2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. The General Liability policies required to be maintained by the CONSULTANT or any subconsultant shall be

endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

- 2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days' prior written notice.
- 2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required herein are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be, maintained, in addition to the insurance coverage expressly required herein, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA

from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Scope of Work.

- 2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 2.11 Project Specific Insurance. Intentionally Omitted
- 2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required herein are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 2.13 Intentionally Omitted.
- 2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 2.16 Intentionally Omitted.

***Minute Action***

AGENDA ITEM: 32

***Date:*** May 1, 2024

***Subject:***

Revise Vendor Protest Policy No. 11007

***Recommendation:***

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

Approve revisions to SBCTA Policy No. 11007 - Vendor Protest Policy.

***Background:***

San Bernardino County Transportation Authority (SBCTA) Policy No. 11007 – Vendor Protest Policy, provides guidelines for the submittal and evaluation of protests relating to all procurements. Proposed revisions to Policy No. 11007 include clarifying: (1) the protest period for protests submitted prior to bid or proposal submittal; (2) the protest period for protests submitted after bid or proposal submittal; (3) the failure to file a protest in a timely manner constitutes a waiver of the right to protest; and (4) the incorporation of Public Utilities Code § 20216 and 20217 requirements for specialized rail transit equipment.

This item is being brought directly to Board as there are several upcoming invitations for bids (IFBs) to be released, and staff wants to ensure SBCTA Policy No. 11007 is properly clarified before those IFBs are released.

***Financial Impact:***

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

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel and Procurement Manager have reviewed this item and the revised policy. This item is being presented directly to the Board without prior committee review to ensure that we revise conflicting information between our IFB template and Vendor Protest Policy No.11007 before additional IFB’s are released.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

*Entity: San Bernardino County Transportation Authority*

San Bernardino County Transportation Authority	<b>Policy</b>	11007
Adopted by the Board of Directors	Revised	0405/014/2417
<b>Vendor Protest</b>	Revision No.	24

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

#### Table of Contents

[Purpose](#) | [Definitions](#) | [References](#) | [Basis of Protest](#) | [Filing of Protest](#) | [Submittal of Protest](#) | [Protest Submittal Deadline](#) | [Protest Review Process](#) | [Protest Relating to Federally Funded Programs](#) | [Responsibilities](#) | [Revision History](#) |

## I. PURPOSE

This policy provides guidelines for the submittal and evaluation of protests relating to all procurements. SBCTA shall ensure to the extent reasonably possible, ~~the uniform and~~ timely ~~and equitable~~ consideration of all protests received by SBCTA pursuant to this policy.

In order to be considered, a protest must be filed in a timely manner, as described herein, must satisfy all the applicable requirements described in this policy, and must be brought by an Interested Party as defined in Paragraph II. ~~The failure to file a protest within the times provided herein, or to comply with the applicable requirements, shall constitute a waiver of the right to protest and bar the bidder or protestor from relief by protest.~~

## II. DEFINITIONS

The following definitions apply to this policy.

**Interested Party** – An actual proposer/bidder whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. Interested parties do not include subcontractors or suppliers of an actual or prospective proposer/bidder, ~~or joint venturers acting independently of a joint venture.~~ Interested parties also do not include individual joint venturers, partners or members of a team of bidders or proposers who are acting individually or independently from the joint venture, partnership or team.

**Contracts Procurement Manager** – The person designated by SBCTA who is responsible for managing the contracting and procurement function.

**File or Submit** – The date of receipt of a written protest by SBCTA.

**Receipt of Protest** – The date of receipt of the Protest will be the date on which SBCTA receives the protest package.

## III. REFERENCES

[United States Department of Transportation, Federal Transit Administration, FTA Circulars.](#)

[FTA Circular 4220.1f, Third Party Contracting Guidancelines.](#)

Note: Refer to the revision in effect at the time of protest.

## IV. BASIS OF PROTEST

### A. ~~Request For Proposals~~ Prior to Submittal of Deadline for Bids/Proposals

Prior to the operative deadline for receipt submittal of bids/proposals by SBCTA, a protest may be filed with SBCTA on the basis of solicitation package for one or more of the following grounds:

- Content of the solicitation package.
- The solicitation package violates local, state, or federal law or regulation.

Any bidder or proposer that does not protest the content of the solicitation package, including on the grounds that it violates local, state or federal laws or regulations, within the time allowed for such protests



set forth in VII(A), below, shall thereafter be deemed to have waived and be barred from asserting any deficiency, shortcoming or other invalidity to the content of the solicitation package, including in any subsequent claim or cause of action against SBCTA in the event a contract is awarded and entered into by the bidder or proposer.

#### **B. After Submittal Deadline for of Proposals (Request For Proposals)**

After the operative deadline for receipt of proposals by SBCTA and after an action relating to the selection of a consultant or contractor by the Evaluation Committee but prior to the award of a contract by the Board of Directors, or designated awarding authority, a protest may be submitted-filed with SBCTA on the basis of one or more of the following:

- SBCTA failed to adhere to the evaluation process set forth in the solicitation package.
- SBCTA failed to follow its own procurement policies and procedures.
- SBCTA violated a specific law, rule, or regulation in the procurement process.

SBCTA will reject protests concerning the criteria used in the evaluation, the relative weight of the evaluation criteria, or the formula used in assigning points (if any) to make an award recommendation if the bidder or proposer did not protest the content of the solicitation package pursuant to and in accordance with the protest procedures and timelines applicable thereto.

SBCTA will reject protests under this section that are not filed in the time and manner provided in these protest procedures, and any proposer that fails to file a protest under this section within the time allowed for such protests set forth in VII(B), below, shall thereafter be deemed to have been waived and be barred from asserting any deficiency, shortcoming or other invalidity, including in any subsequent claim or cause of action against SBCTA in the event a contract is awarded and entered into by the proposer.-

#### **CB. After Submittal Deadline for of Bids (Invitation For Bids)**

After the operative deadline for receipt of a bid, A protest may be submitted after the receipt of bids by SBCTA but prior to award of a contract by the SBCTA Board of Directors or designated awarding authority, a protest may be filed with SBCTA on the basis of one or more of the following:

- SBCTA failed to follow its own procurement policies and procedures ~~;-of~~
- SBCTA violated a specific law, rule or regulation in the procurement process.

SBCTA will reject protests that are not filed in the time and manner provided in these protest procedures.

SBCTA will reject protests under this section that are not filed in the time and manner provided in these protest procedures, and any bidder that fails to file a protest under this section within the time allowed for such protests set forth in VII(C), below, shall thereafter be deemed to have waived and be barred from asserting any deficiency, shortcoming or other invalidity, including in any subsequent claim or cause of action against SBCTA in the event a contract is awarded and entered into by the bidder.

## **V. FILING OF PROTEST**

### **A. Filing Written Protest**

An Interested Party wishing to protest a matter involving a procurement or proposed contract award shall file a written protest with the Contracts-Procurement Manager. At a minimum, the written protest must include the following:

- Name and address of the Interested Party;
- Identification of the proposed procurement or contract;
- Description of the nature of the protest;
- A detailed statement of the legal and/or factual grounds for the issue(s) identified in the protest, including reference to the provision(s) of the solicitation, regulations, and/or laws upon which the protest is based; and any technical data, documentary evidence, names of witnesses or other pertinent information supporting the basis for the protest;
- A statement of the desired resolution to the protest by the Interested Party;
- Signature of a properly authorized representative of the Interested Party.



**B. Failure to Comply**

Failure to comply with any of the requirements of this section may be grounds for dismissal of the protest.

The Interested Party may withdraw its protest at any time before SBCTA renders a decision by submitting a written request to the ~~Contracts-Procurement~~ Manager.

**VI. ~~SUBMITTAL-FILING~~ OF PROTEST**

All protests must be submitted in writing to:

**San Bernardino County Transportation Authority**  
**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor**  
**San Bernardino, California 92410**  
**Attention: ~~Contracts-Procurement~~ Manager – Vendor Protest**  
**Solicitation/Contract Number: \_\_\_\_\_**

**VII. PROTEST SUBMITTAL DEADLINE****A. ~~Prior to Submittal of~~Deadline for Bid/Proposal**

~~A protest filed on the basis of the content of the solicitation package must be received by the Procurement Manager within five (5) business days after SBCTA provides responses to the questions/requests for approved equals. If no questions/requests for approved equals are received by SBCTA, the protest must be filed within five (5) business days of the closing date for the question/request for approved equals-closing date.~~

**B. ~~After Submittal Deadline of~~Proposals (Request For Proposals)**

After opening proposals, SBCTA will evaluate the proposals and determine which proposer(s) shall be recommended to the Board of Directors or designated awarding authority, for award of a contract. Once staff has determined which proposer(s) will be recommended to the designated awarding authority for award, a Notice of Intent to Award will be sent to all proposers.

Protests must be filed within five (5) business days from the issue date on the Notice of Intent to Award.

~~1. The date of filing shall be the date SBCTA receives the protest.~~

**~~CB. After Submittal Deadline for of~~Bids (Invitation For Bids)**

~~1. Any protest and demand for hearing regarding a non-responsibility determination by SBCTA shall be filed within three (3) business days from the date SBCTA gives notice to the bidder of the non-responsibility determination at issue.~~

~~2. All other protests under this section must be filed in accordance with the following deadlines:~~

~~a. For non-Federal bids, pProtests must be filed within three (3) business days from date of bid opening.~~

~~a.b. For Federal bids, protests must be filed within three (3) business days from the date disadvantaged business enterprise documents are due.~~

~~The date of filing shall be the date SBCTA receives the protest.~~

**VIII. PROTEST REVIEW PROCESS**

If the protest is determined to be timely and meets the criteria identified in the preceding Paragraphs V, VI and VII, this process will be followed:

- No additional material will be allowed to be submitted unless specifically requested by the ~~Contracts-Procurement~~ Manager.
- The ~~Contracts-Procurement~~ Manager will review all material submitted and will meet and collaborate with General Counsel, Department Director and Executive Director on the basis of the protest. Based on that meeting, the ~~Contracts-Procurement~~ Manager will render a decision within thirty (30) days after the receipt of the protest, or prior to contract award, whichever is earlier.

- The ~~Contracts Procurement~~ Manager will consider only those specific issues addressed in the written protest.
- For protests related to the solicitation package received prior to the operative submittal deadline, the Procurement Manager will issue a written decision prior to opening of bids/proposals.
- The decision of the ~~Contracts Procurement~~ Manager is final.

**IX. ~~PROTESTS. PROTESTS RELATING TO COMPETITIVE NEGOTIATION PROCUREMENTS OF GOODS AND SERVICES FOR TRANSIT OPERATIONS FOR SPECIALIZED RAIL TRANSIT EQUIPMENT AND RELATED ELECTRONIC EQUIPMENT AND APPARATUS~~**

For ~~protests relating to the procurement of goods and services~~ specialized rail transit equipment, including rail cars, or computers, telecommunications equipment, fare collections equipment, microwave equipment, and other related electronic equipment and apparatus, ~~with respect to transit operations~~ by competitive negotiation in lieu of sealed bids, as provided in Public Utilities Code § 130238, the following provisions shall apply, in compliance with California Public Contract Code sections 20216 and 20217:

A. Deadline and Requirements for Protest:

1. Protests based on the content of the solicitation shall be filed with SBCTA within 10 calendar days after the solicitation is first advertised.
2. Any person who submitted a bid/proposal prior to the operative submittal deadline may protest the recommended award on any ground not based on the content of the solicitation by filing a protest with SBCTA within 15 calendar days after the staff recommendation for award has been made available to the public.
3. Protests shall comply with the requirements set forth in SBCTA Policy 11007 V & VI, above.

B. Protest Review Process:

1. For protests related to the solicitation package received prior to the operative submittal deadline, the protesting party shall have an opportunity to appear and be heard before the ~~designated SBCTA decision maker~~ Procurement Manager prior to the opening of bids/proposals, SBCTA will issue a written decision prior to opening of bids/proposals, The protest may be renewed by refiling the protest with SBCTA within 15 calendar ~~days~~ after staff's recommendation for award has been made available to the public.
2. For protests on any ground not based on the content of the solicitation or for renewed protests based on the contents of the solicitation, the protesting party shall have an opportunity to appear and be heard before the designated SBCTA decision maker prior to the final award.

**X. PROTEST RELATING TO FEDERALLY FUNDED PROCUREMENT**

If procurement is funded in whole or in part by the Federal Transit Administration (FTA), the protestor may pursue the FTA Protest procedure as defined in FTA Circular 4220.1, Third ~~party~~ Party Contracting Guidelines. Refer to the revision in effect at the time of protest.

Review of protests by FTA may be limited to:

- SBCTA's failure to have or follow its protest procedures;
- SBCTA's failure to review the complaint or protest;
- Violations of federal law or regulation.

Protestors should consult FTA Circular 4220.1 for a complete description of the FTA procedures and the grounds for protest appeal.

- An appeal to FTA must be received by the FTA regional or headquarters office within five (5) business days of the date the protestor learned or should have learned of an adverse decision by SBCTA or other basis of appeal to FTA.

## XI. RESPONSIBILITIES

### A. Staff

1. In the event of a protest, staff must follow the current Vendor Protest Policy in effect at the time the protest is filed.
2. Upon receipt of a vendor protest, staff must send a copy of the vendor protest to ~~the~~ the Contracts Procurement Manager, General Counsel, responsible Executive ~~s~~Staff member, and Executive Director.

### B. Contracts Procurement Manager

1. Review the protest and make a written determination ~~that~~whether:
  - a) All filing dates have been met;
  - b) ~~That~~ the protest contains the required information as identified in this procedure; and
  - c) ~~That~~ the basis of the protest meets the requirements as identified in this procedure.

If any of the criteria is not met, the protest will not be considered and a letter dismissing the protest will be sent to the vendor by the Contracts Procurement Manager.
2. If the procurement that is being protested is federally funded, notify as appropriate, either:
  - a) The Federal Transit Administration, or
  - b) Caltrans.
3. Determine a fair-uniform review process had been provided for all vendors who file a protest.
4. Review the protest and prepare a receipt of protest letter to the vendor.
5. Meet with General Counsel, Department Director and Executive Director to review the protest and all the material submitted with the protest and prepare a written summary and decision on the merits of the protest within the 30 days from receipt of the protest.
6. Send the summary and decision to General Counsel for review prior to sending to the vendor.
7. Include all documents in the contract file.

## XII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	This document was previously published as SANBAG Procedure 11007 approved by the SANBAG Executive Director on 4/18/11. This Policy 11007 was approved by the Board of Directors on 2/5/14 (Agenda Item 7) and replaces Procedure 11007, which is now obsolete.	02/05/14
1	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
<u>2</u>	<u>Revised to update Contracts Manager to Procurement Manager, to clarify the Protest period for (1) protests submitted prior to bid/proposal submittal, (2) protest submitted after bid/proposal submittal, (3) timely filing of a protest and (4) incorporate requirements of PCC20216 for transit operations procurements.</u>	<u>05/01/2024</u>

San Bernardino County Transportation Authority	<b>Policy</b>	11007
Adopted by the Board of Directors	Revised	05/01/24
<b>Vendor Protest</b>	Revision No.	2

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

#### Table of Contents

[Purpose](#) | [Definitions](#) | [References](#) | [Basis of Protest](#) | [Filing of Protest](#) | [Submittal of Protest](#) | [Protest Submittal Deadline](#) | [Protest Review Process](#) | [Protest Relating to Federally Funded Programs](#) | [Responsibilities](#) | [Revision History](#) |

## I. PURPOSE

This policy provides guidelines for the submittal and evaluation of protests relating to all procurements. SBCTA shall ensure to the extent reasonably possible, the uniform and timely consideration of all protests received by SBCTA pursuant to this policy.

In order to be considered, a protest must be filed in a timely manner, as described herein, must satisfy all the applicable requirements described in this policy, and must be brought by an Interested Party as defined in Paragraph II. The failure to file a protest within the times provided herein, or to comply with the applicable requirements, shall constitute a waiver of the right to protest and bar the bidder or protestor from relief by protest.

## II. DEFINITIONS

The following definitions apply to this policy.

**Interested Party** – An actual proposer/bidder whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. Interested parties do not include subcontractors or suppliers of an actual or prospective proposer/bidder. Interested parties also do not include individual joint venturers, partners or members of a team of bidders or proposers who are acting individually or independently from the joint venture, partnership or team.

**Procurement Manager** – The person designated by SBCTA who is responsible for managing the contracting and procurement function.

**File or Submit** – The date of receipt of a written protest by SBCTA.

**Receipt of Protest** – The date of receipt of the Protest will be the date on which SBCTA receives the protest package.

## III. REFERENCES

[United States Department of Transportation, Federal Transit Administration.](#)

[FTA Circular 4220.1f, Third Party Contracting Guidance.](#)

Note: Refer to the revision in effect at the time of protest.

## IV. BASIS OF PROTEST

### A. Prior to Submittal Deadline for Bids/Proposals

Prior to the operative deadline for submittal of bids/proposals by SBCTA, a protest may be filed with SBCTA on the basis of solicitation package for one or more of the following grounds:

- Content of the solicitation package.
- The solicitation package violates local, state, or federal law or regulation.

Any bidder or proposer that does not protest the content of the solicitation package, including on the grounds that it violates local, state or federal laws or regulations, within the time allowed for such protests set forth in VII(A), below, shall thereafter be deemed to have waived and be barred from asserting any

deficiency, shortcoming or other invalidity to the content of the solicitation package, including in any subsequent claim or cause of action against SBCTA in the event a contract is awarded and entered into by the bidder or proposer.

#### **B. After Submittal Deadline for Proposals (Request For Proposals)**

After the operative deadline for receipt of proposals by SBCTA and after an action relating to the selection of a consultant or contractor by the Evaluation Committee but prior to the award of a contract by the Board of Directors, or designated awarding authority, a protest may be filed with SBCTA on the basis of one or more of the following:

- SBCTA failed to adhere to the evaluation process set forth in the solicitation package.
- SBCTA failed to follow its own procurement policies and procedures.
- SBCTA violated a specific law, rule, or regulation in the procurement process.

SBCTA will reject protests concerning the criteria used in the evaluation, the relative weight of the evaluation criteria, or the formula used in assigning points (if any) to make an award recommendation if the bidder or proposer did not protest the content of the solicitation package pursuant to and in accordance with the protest procedures and timelines applicable thereto.

SBCTA will reject protests under this section that are not filed in the time and manner provided in these protest procedures, and any proposer that fails to file a protest under this section within the time allowed for such protests set forth in VII(B), below, shall thereafter be deemed to have been waived and be barred from asserting any deficiency, shortcoming or other invalidity, including in any subsequent claim or cause of action against SBCTA in the event a contract is awarded and entered into by the proposer.

#### **C. After Submittal Deadline for Bids (Invitation For Bids)**

After the operative deadline for receipt of a bid, but prior to award of a contract by the SBCTA Board of Directors or designated awarding authority, a protest may be filed with SBCTA on the basis of one or more of the following:

- SBCTA failed to follow its own procurement policies and procedures.
- SBCTA violated a specific law, rule or regulation in the procurement process.

SBCTA will reject protests that are not filed in the time and manner provided in these protest procedures.

SBCTA will reject protests under this section that are not filed in the time and manner provided in these protest procedures, and any bidder that fails to file a protest under this section within the time allowed for such protests set forth in VII(C), below, shall thereafter be deemed to have waived and be barred from asserting any deficiency, shortcoming or other invalidity, including in any subsequent claim or cause of action against SBCTA in the event a contract is awarded and entered into by the bidder.

### **V. FILING OF PROTEST**

#### **A. Filing Written Protest**

An Interested Party wishing to protest a matter involving a procurement or proposed contract award shall file a written protest with the Procurement Manager. At a minimum, the written protest must include the following:

- Name and address of the Interested Party;
- Identification of the proposed procurement or contract;
- Description of the nature of the protest;
- A detailed statement of the legal and/or factual grounds for the issue(s) identified in the protest, including reference to the provision(s) of the solicitation, regulations, and/or laws upon which the protest is based; and any technical data, documentary evidence, names of witnesses or other pertinent information supporting the basis for the protest;
- A statement of the desired resolution to the protest by the Interested Party;
- Signature of a properly authorized representative of the Interested Party.

**B. Failure to Comply**

Failure to comply with any of the requirements of this section may be grounds for dismissal of the protest.

The Interested Party may withdraw its protest at any time before SBCTA renders a decision by submitting a written request to the Procurement Manager.

**VI. FILING OF PROTEST**

All protests must be submitted in writing to:

**San Bernardino County Transportation Authority**  
**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor**  
**San Bernardino, California 92410**  
**Attention: Procurement Manager – Vendor Protest**  
**Solicitation/Contract Number: \_\_\_\_\_**

**VII. PROTEST SUBMITTAL DEADLINE****A. Prior to Submittal Deadline for Bid/Proposal**

A protest filed to the content of the solicitation package must be received by the Procurement Manager within five (5) business days after SBCTA provides responses to the questions/requests for approved equals. If no questions/requests for approved equals are received by SBCTA, the protest must be filed within five (5) business days of the closing date for the question/request for approved equals.

**B. After Submittal Deadline for Proposals (Request For Proposals)**

After opening proposals, SBCTA will evaluate the proposals and determine which proposer(s) shall be recommended to the Board of Directors or designated awarding authority, for award of a contract. Once staff has determined which proposer(s) will be recommended to the designated awarding authority for award, a Notice of Intent to Award will be sent to all proposers.

Protests must be filed within five (5) business days from the issue date on the Notice of Intent to Award.

**C. After Submittal Deadline for Bids (Invitation For Bids)**

1. Any protest and demand for hearing regarding a non-responsibility determination by SBCTA shall be filed within three (3) business days from the date SBCTA gives notice to the bidder of the non-responsibility determination at issue.
2. All other protests under this section must be filed in accordance with the following deadlines:
  - a. For non-Federal bids, protests must be filed within three (3) business days from date of bid opening.
  - b. For Federal bids, protests must be filed within three (3) business days from the date disadvantaged business enterprise documents are due.

**VIII. PROTEST REVIEW PROCESS**

If the protest is determined to be timely and meets the criteria identified in the preceding Paragraphs V, VI and VII, this process will be followed:

- No additional material will be allowed to be submitted unless specifically requested by the Procurement Manager.
- The Procurement Manager will review all material submitted and will meet and collaborate with General Counsel, Department Director and Executive Director on the basis of the protest. Based on that meeting, the Procurement Manager will render a decision within thirty (30) days after the receipt of the protest, or prior to contract award, whichever is earlier.
- The Procurement Manager will consider only those specific issues addressed in the written protest.



- For protests related to the solicitation package received prior to the operative submittal deadline, the Procurement Manager will issue a written decision prior to opening of bids/proposals,
- The decision of the Procurement Manager is final.

## **IX. PROTESTS RELATING TO COMPETITIVE NEGOTIATION PROCUREMENTS FOR SPECIALIZED RAIL TRANSIT EQUIPMENT AND RELATED ELECTRONIC EQUIPMENT AND APPARATUS**

For protests relating to the procurement of specialized rail transit equipment, including rail cars, or computers, telecommunications equipment, fare collections equipment, microwave equipment, and other related electronic equipment and apparatus, by competitive negotiation in lieu of sealed bids, as provided in Public Utilities Code § 130238, the following provisions shall apply, in compliance with California Public Contract Code sections 20216 and 20217:

### **A. Deadline and Requirements for Protest:**

1. Protests based on the content of the solicitation shall be filed with SBCTA within 10 calendar days after the solicitation is first advertised.
2. Any person who submitted a bid/proposal prior to the operative submittal deadline may protest the recommended award on any ground not based on the content of the solicitation by filing a protest with SBCTA within 15 calendar days after the staff recommendation for award has been made available to the public.
3. Protests shall comply with the requirements set forth in SBCTA Policy 11007 V & VI, above.

### **B. Protest Review Process:**

1. For protests related to the solicitation package received prior to the operative submittal deadline, the protesting party shall have an opportunity to appear and be heard before the Procurement Manager prior to the opening of bids/proposals, SBCTA will issue a written decision prior to opening of bids/proposals, The protest may be renewed by refiling the protest with SBCTA within 15 calendar days after staff's recommendation for award has been made available to the public.
2. For protests on any ground not based on the content of the solicitation or for renewed protests based on the contents of the solicitation, the protesting party shall have an opportunity to appear and be heard before the designated SBCTA decision maker prior to the final award.

## **X. PROTEST RELATING TO FEDERALLY FUNDED PROCUREMENT**

If procurement is funded in whole or in part by the Federal Transit Administration (FTA), the protestor may pursue the FTA Protest procedure as defined in FTA Circular 4220.1, Third Party Contracting Guidance. Refer to the revision in effect at the time of protest.

Review of protests by FTA may be limited to:

- SBCTA's failure to have or follow its protest procedures;
- SBCTA's failure to review the complaint or protest;
- Violations of federal law or regulation.

Protestors should consult FTA Circular 4220.1 for a complete description of the FTA procedures and the grounds for protest appeal.

- An appeal to FTA must be received by the FTA regional or headquarters office within five (5) business days of the date the protestor learned or should have learned of an adverse decision by SBCTA or other basis of appeal to FTA.



## XI. RESPONSIBILITIES

### A. Staff

1. In the event of a protest, staff must follow the current Vendor Protest Policy in effect at the time the protest is filed.
2. Upon receipt of a vendor protest, staff must send a copy of the vendor protest to the Procurement Manager, General Counsel, responsible Executive Staff member, and Executive Director.

### B. Procurement Manager

1. Review the protest and make a written determination whether:
  - a) All filing dates have been met;
  - b) The protest contains the required information as identified in this procedure; and
  - c) The basis of the protest meets the requirements as identified in this procedure.

If any of the criteria is not met, the protest will not be considered and a letter dismissing the protest will be sent to the vendor by the Procurement Manager.
2. If the procurement that is being protested is federally funded, notify, as appropriate, either:
  - a) The Federal Transit Administration, or
  - b) Caltrans.
3. Determine a uniform review process had been provided for all vendors who file a protest.
4. Review the protest and prepare a receipt of protest letter to the vendor.
5. Meet with General Counsel, Department Director and Executive Director to review the protest and all the material submitted with the protest and prepare a written summary and decision on the merits of the protest within the 30 days from receipt of the protest.
6. Send the summary and decision to General Counsel for review prior to sending to the vendor.
7. Include all documents in the contract file.

## XII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	This document was previously published as SANBAG Procedure 11007 approved by the SANBAG Executive Director on 4/18/11. This Policy 11007 was approved by the Board of Directors on 2/5/14 (Agenda Item 7) and replaces Procedure 11007, which is now obsolete.	02/05/14
1	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
2	Revised to update Contracts Manager to Procurement Manager, to clarify the Protest period for (1) protests submitted prior to bid/proposal submittal, (2) protest submitted after bid/proposal submittal, (3) timely filing of a protest and (4) incorporate requirements of PCC20216 for transit operations procurements.	05/01/24

## *Minute Action*

AGENDA ITEM: 33

***Date:*** May 1, 2024

***Subject:***

Use of Upland Surplus Properties Sale Proceeds Update

***Recommendation:***

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

A. ~~Consider options for allocation of the \$1,595,305.10 revenue from the sale of the properties located at 201-299 East Stowell Street, Assessor's Parcel Number (APN) 1046-605-01; and 120 South Euclid Avenue, APN 1046-605-02 and APN 1046-605-03, in the City of Upland across from the Upland Metrolink Station (Upland Surplus Properties) and choose an option.~~

**Direct staff to hold the approximately \$1.6 million in proceeds from the sale of the Upland Surplus Properties for the City of Upland (City) project for parking improvements at the Upland Metrolink Station for six months.**

B. ~~Direct staff to effect the chosen option for allocation of said revenue.~~

**Direct staff to report back to the Board, after six months, the City's plan for the allocation of the sale proceeds, at which time the Board will re-evaluate the allocation of the sale proceeds.**

***Background:***

At the April 2023 Transit Committee meeting, the committee considered options for the allocation of the sale proceeds of the Upland Surplus Properties. At that time, the Transit Committee recommended that the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) direct staff to hold the approximately \$1,600,000 in sale proceeds for the City of Upland (City) project for parking improvements at the Upland Metrolink Station (Station) for one year and report back to the Board, after one year, the City's plan for the allocation of the sale proceeds, at which time the Board will re-evaluate the allocation of the sale proceeds.

As a result of that action, staff ~~seeks~~ **sought** direction from the Transit Committee for a recommendation, which the Transit Committee ~~will forward~~ **now forwards** to the Board at the one-year anniversary of the Board's last action concerning the allocation of the Upland Surplus Properties sale proceeds.

When the Board declared 201-299 East Stowell Street, Assessor's Parcel Number (APN) 1046-605-01; and 120 South Euclid Avenue, APN 1046-605-02 and APN 1046-605-03, known as the Upland Surplus Properties, to be surplus in April 2016, the Board directed that the revenue generated from the sale be allocated toward additional parking for the Station. The Board also directed staff to work with the (City) on an agreement, which was to be approved prior to the sale of the properties, for additional parking to be constructed on City-owned land in the vicinity of the station. At the time, parking demand at the Station was close to full capacity.

The Upland Surplus Properties were not sold in 2016 for lack of any offers close to the then appraised value of \$3,290,000. In 2020, an updated appraisal of the Upland Surplus Properties placed the collective value at \$1,470,000, approximately 45% of what it was appraised five years earlier. At the November 10, 2021 Transit Committee meeting, it was recommended that the

*Entity: San Bernardino County Transportation Authority*

Board approve the purchase and sale agreements for the Upland Surplus Properties as SBCTA Contract No. 22-1002709 and Contract No. 22-1002710. Additionally, at the November 2021 meeting, the prior Board action regarding the allocation of the proceeds from the sales towards additional parking for the Station came up in discussion and the need for such additional parking was in question. Consequently, the Committee requested that staff return to the Transit Committee with alternatives for the use of the proceeds from the sales.

### **Boarding, Alighting, and Parking Utilization**

To demonstrate the need for additional parking, staff collected boarding, alighting, and parking utilization data. The 12-month moving average of daily boardings and daily alightings at the Station for 2016 and 2017 was 527. During this time period, the parking lots were regularly at around 95% occupancy, based upon aerial photography, with roughly a 40% ratio between the average of daily boardings and daily alightings and the number of parking spaces occupied at the Station.

The 12-month moving average of daily boardings and daily alightings at the Station for 2018 and 2019 was 455. During this time period, the parking lots were observed to be at peak occupancy of 75% and 50% respectively, based upon aerial photography, with ratios between the average of daily boardings and daily alightings and the number of parking spaces occupied at the Station of 40% and 25%, respectively. The decrease in the occupancy of the parking lots and the 12-month moving average of daily boardings and daily alightings at the Station have attributed to the instigation of a paid parking program at the Station parking lots.

The 12-month moving average of daily boardings and daily alightings at the Station for the month of February 2020 was 467, pre-COVID-19 (COVID), and for the months of February 2023 and January 2024, this moving average was 209 and 225, respectively. The further decrease in the 12-month moving average of daily boardings and daily alightings at the Station is attributed to the system wide decreases observed in the wake of COVID.

The scenario which generates the greatest demand for parking, from the latest ridership forecast commissioned by Southern California Regional Rail Authority (SCRRA), assumes a recovery of steady state occupancy rates for office spaces to reach 95% by 2027 and forecasts a 92% recovery of pre-COVID ridership numbers by 2027. The system wide 12-month moving average number of daily boardings and daily alightings was (43,178) from February 2019 through February 2020, just before COVID. In February 2023, this system wide metric had recovered to 38.5% of the pre-COVID number, and as of January 2024, the system wide metric is at 44.1% of the pre-COVID numbers. The Station has had, comparatively, a faster recovery at 44.9% in February 2023 and 48.2% in January 2024, which may be attributed to the discontinuation of the imposition of parking fees during and post COVID.

If the boardings and alightings at the Station were to recover to 92% of what they were before the paid parking program was implemented and the ratio between boardings, alightings, and peak parking demand remained at 40%, then the Metrolink rider demand for the Station parking lot spaces is projected to be 85% of existing capacity. In any Metrolink ridership scenario with less than a 92% recovery, the Metrolink rider demand for Station parking lot spaces can reasonably be expected to be less than 85% of the existing capacity.

On February 24, 2023, the SCRRA Board unanimously adopted the use of the Low Growth Scenario for SCRRA's Fiscal Year (FY) 2024 Budget. This is in light of a system wide boardings shortfall of 28% from the forecasted 58% recovery used for their FY 2023 Budget to

an actual recovery of 42% as of February 2023. In the Low Growth Scenario, the projected recovery by FY 2027 is only 61%, which would further indicate that the parking demand recovery discussed above is an unlikely scenario and Metrolink ridership metrics indicate we should reasonably expect lower demand than the theoretical levels discussed above.

### City Efforts

The City released a Request for Proposals (RFP) on March 19, 2024 to obtain a parking structure consultant to provide conceptual and schematic design and preliminary engineering services for a multi-story parking structure in Historic Downtown Upland. The scope of work requires the City's consultant to evaluate two site alternatives in Downtown to determine the optimal site for a multi-story parking structure. Both sites being evaluated are located at the southeast corner of C Street and 1<sup>st</sup> Avenue, or alternatively at both the southeast and northeast corners of C Street and 1<sup>st</sup> Avenue, and are less than a one-quarter mile from the Station, or about a 1,095 foot linear walking distance to the station platforms from the southerly portions of the site alternatives. City staff anticipates presentation of the award of the parking structure consultant contract to the City Council on May 27, 2024. Once the preliminary engineering and design scope of work has been completed, the City's consultant will provide the City a complete set of drawings showing concepts, schematics, and design alternatives, including required site and layout drawings, elevations, off-site improvements, general details, and preliminary cost estimates for the parking structure. The City intends to use these plans, and the City consultant will assist the City in their efforts, to obtain entitlements for the parking structure in preparation of California Environmental Quality Act (CEQA) clearance. City staff acknowledges that the approximately \$1,600,000 of sale proceeds would only cover a fraction of the costs to deliver a parking structure in the area of Historic Downtown Upland; consequently, the City is aggressively pursuing additional funding sources to fully fund and deliver the project. The City anticipates they will have both an approved project and completed CEQA clearance by 2025 and requests an additional year to present its plan for the allocation of the sale proceeds.

### ~~Options to consider for allocation of the sale proceeds:~~

### Options considered for allocation of the sale proceeds:

At the April 13, 2023 Transit Committee meeting, the committee opted to recommend that the Board direct staff to defer the allocation of the approximately \$1,600,000 in proceeds from the sale of the Upland Surplus Properties to the General Fund - Rail Assets for one year, to allow the City time to formalize and present a plan. ~~At this time staff requests~~ **On April 11, 2024, staff requested** that the Transit Committee consider the following options: 1.) to allocate the sale proceeds to the General Fund - Rail Assets to fund railroad property management activities; 2.) to hold the sale proceeds for an additional year and report back after that additional year for the Board to re-evaluate allocation of the sale proceeds; or 3.) such other option as the Transit Committee deems appropriate.

**The April 11, 2024 Transit Committee decided, by an 8-3-0 vote, to recommend that the Board hold the sale proceeds for an additional six months for a City of Upland project; a parking structure next to the Metrolink Station in the near future. The six month time period will give the City of Upland the opportunity to: further develop plans and engineering for a new parking structure; seek out additional funding sources for said parking structure; and to present a plan to staff for the allocation of the sale proceeds. After six months, the Transit Committee recommends that the item return to the Board for reevaluation of the allocation of funds, such as a continued deferral of allocation of the San Bernardino County Transportation Authority**

**sales proceeds, formal allocation of the sales proceeds to a City of Upland project for a new parking structure, or allocating sales proceeds to the General Rail Asset Fund which funds railroad property management activities and is where similar proceeds would be allocated.**

***Financial Impact:***

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

***Reviewed By:***

This item was reviewed and recommended for approval (8-3-0; Opposed: Navarro, McCallon, Wapner) by the Transit Committee on April 11, 2024. SBCTA Procurement Manager and Enterprise Risk Manager have reviewed this item.

***Responsible Staff:***

Ryan Aschenbrenner, Right of Way Manager

---

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

# Upland Surplus Property Sale Proceeds

May 1, 2024



## cta

San Bernardino County  
Transportation Authority



- City Property
- Metrolink Station
- Railroad ROW
- Sold Surplus



Upland Surplus Property Sale Proceeds

Attachment: Parking Structure Location Alternatives Exhibit (10551 : Use of Upland Surplus Sale Proceeds Update)



### Attachment A



Upland Surplus Property Sale Proceeds

### Attachment A-1



Upland Surplus Property Sale Proceeds

Attachment: Parking Structure Location Alternatives Exhibit (10551 : Use of Upland Surplus Sale Proceeds Update)



## *Minute Action*

AGENDA ITEM: 34

***Date:*** May 1, 2024

***Subject:***

Update on Amendment No. 4 to Joint Powers Authority Agreement and Establish Ad Hoc

***Recommendation:***

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

- A. Receive a report on the status of Amendment No. 4 Joint Powers Authority Agreement and the outlook for implementation.
- B. Eliminate the current Council of Governments Ad Hoc Committee, which has a termination date of June 30, 2024, and which was tasked with providing guidance and funding options for the SBCOG.
- C. Approve the establishment of an Ad Hoc Committee of the SBCOG Board to review and update SBCOG Bylaws and policies. The committee shall be representative of the County, to include 2 West Valley representatives, 2 East Valley representatives, 1 High Desert representative, 1 Morongo Basin representative, 1 Mountain representative, and 1 San Bernardino County Supervisor, with a term through June 30, 2025.

***Background:***

In July 2023, the San Bernardino Council of Governments (SBCOG) Board of Directors' (Board) President established an SBCOG Ad Hoc Committee to provide direction to staff for an increase in SBCOG capacity and member agency dues in an effort to establish a robust Council of Governments. Since that time, staff worked with the Board Ad Hoc as well as an Ad Hoc of the City/County Manager's Technical Advisory Committee (CCMTAC), to form the recommendations that the Board approved in January of 2024 (Attachment A) which were:

- A. Accept Council of Governments (COG) Ad Hoc Committee recommendation to increase work capacity, including adding staff, and increasing the budget of the San Bernardino COG (SBCOG) by increasing the cost to each agency by the 50% Population/50% General Fund Tax Revenues.*
- B. Approve Amendment No. 4 to the Agreement for the Joint Exercise of Powers relative to the San Bernardino Associated Governments, SANBAG JPA to amend language concerning the method by which member agency dues are assessed.*

Since the Board's approval in January, SBCOG staff has worked with the member agencies to approve Amendment No. 4 of the Joint Powers Authority (JPA) Agreement by all 24 City/Town Council and the County Board of Supervisors. On April 16, 2024, the last agency approved the Amendment, which maintains the existing Board structure of 24 cities and the 5 County Supervisors. SBCOG staff will now be moving forward with implementing the capacity expansion and member dues increase over 2 years. The components of the capacity expansion include increasing staff under SBCOG, updating the SBCOG Work Plan, and updating the Bylaws and policies for SBCOG membership and the budget, respectively.

SBCOG will hire two additional staff members, a Council of Governments Manager and a Grant and Project Development Coordinator. An existing Management Analyst II will increase her time

*Entity: San Bernardino Council of Governments*

Board of Directors Agenda Item

May 1, 2024

Page 2

to ½ SBCOG as well. The process of hiring staff has already started with the creation of the job descriptions and hiring announcements. We anticipate that these hiring announcements will be published for recruitment by the end of May 2024.

Staff will also move forward with updating the SBCOG Work Plan. This is going to be an extensive process through which all agencies can have a voice. SBCOG staff will work through subregional advisory committees of the CCMTAC to start. Should all agencies choose to participate, these discussions will give SBCOG staff an understanding of what the priorities are on a sub-regional basis as well as an understanding of issues from each of the jurisdictions. Programs and projects identified through this process will be brought to the full CCMTAC for comment and confirmation before they are presented to a SBCOG Ad Hoc Committee for prioritization. The prioritized list will be brought back to the full Board of Directors for approval in the form of the updated Work Plan.

Another component of the capacity expansion and budget increase is updating the Bylaws to secure SBCOG Membership and creating policies to address the member agency dues calculation and annual fees. Amendment No. 4 to the JPA Agreement amended the language of the JPA Agreement such that the calculation for the member agency dues was removed from the JPA Agreement and will now be based in policy. Staff will need to work with an SBCOG Ad Hoc Committee to receive direction on these bylaw and policy considerations. The President of the Board of Directors may designate ad hoc committees to study specific projects or matters subject to the concurrence of the Board of Directors, and shall make appointments to the ad hoc committee.

These processes will take some time, but staff anticipates having the Bylaws, policies and the updated SBCOG Work Plan on an agenda for consideration by the November 2024 Board of Directors meeting.

**Financial Impact:**

This item in itself has no financial impact, but the report confirms the January Board's direction to increase member agency dues over two years beginning in Fiscal Year 2024/2025 for all SBCOG member agencies, including 24 cities and towns and the County of San Bernardino.

**Reviewed By:**

This item has not received prior policy or technical advisory committee review. At the May Board of Directors meeting, the Board requested an update on Amendment No. 4 Joint Powers Authority Agreement.

**Responsible Staff:**

Monique Reza-Arellano, Chief of COG and Equity Programs

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

*Minute Action*

AGENDA ITEM: 26

**Date:** *January 3, 2024*

**Subject:**

San Bernardino Council of Governments Services and Member Dues and Amendment No. 4 to Joint Powers Authority Agreement

**Recommendation:**

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

A. Accept Council of Governments (COG) Ad Hoc Committee recommendation to increase work capacity, including adding staff, and increasing the budget of the San Bernardino COG (SBCOG) by increasing the cost to each agency by the 50% Population/50% General Fund Tax Revenues per Table 2 (attached).

B. Approve Amendment No. 4 to the Agreement for the Joint Exercise of Powers relative to the San Bernardino Associated Governments, SANBAG JPA to amend language concerning the method by which member agency dues are assessed, as proposed in Exhibit 1 (attached).

**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 work plan is marked as Exhibit 2 and is attached to this report. This item was previously heard at the June 14, 2023 General Policy Committee (GPC) meeting. 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 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 (Exhibit 3). 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 and pursuant to the Board’s authorization, the Ad Hoc Committee has discussed 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, which showed that the funds received by those sister agencies allowed them to have large programs with a broad reach. Minimal funds and staff for SBCOG limits 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 participating jurisdictions, as well as

*Entity: San Bernardino Council of Governments*

## Board of Directors Agenda Item

January 3, 2024

Page 2

subscription services provided to a smaller set of jurisdictions who opt-in to benefit from each service.

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, all of 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 three 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, plus an increase based on the lesser of the Consumer Price Index or 2% annual adjustment to cover the regular increases in cost, be incorporated into the SBCOG budget planning process for Fiscal Year (FY) 2024/2025 and every year thereafter. 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:

- 100% Population
- 100% Fund Sales and Property Tax Revenues Received
- 50% Population/50% Fund Sales and Property Tax Revenues Received

Table 1 attached, 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 recommended the 50% Population / 50% Fund Sales and Property Tax Revenues as the proposed cost allocation method, which is shown in Table 2 attached to this item. Recommendation A reflects the Ad Hoc's recommendation to approval of the COG Ad Hoc's recommendation and increase staff incrementally over two years. This will give SBCOG an opportunity to hire staff, establish an SBCOG work plan, and contract with consulting firms.

Recommendation B is to approve amending the Joint Powers Authority (JPA) Agreement in order to implement Recommendation A. The existing JPA Agreement specifies the particular method by which member agencies are to be assessed for membership dues. Currently, that method is to utilize a formula of 50% population/ 50% assessed valuation. As previously discussed, that method of assessment is outdated and would be burdensome to many agencies across the region. Staff completed a comparison for the Ad Hoc's review showing the cost to the member agencies if member dues assessments were to be made with the existing formula. Table 3 attached shows this analysis. In order to change the method and move forward with the Ad Hoc's preferred method of assessing member agency dues, the JPA Agreement must be amended.

## Board of Directors Agenda Item

January 3, 2024

Page 3

Staff has received direction from the COG Board Ad Hoc on how to proceed with the amendment language and what ought to be included in the provisions regarding assessing member agency dues. Discussions with the Ad Hoc included concerns that sales and property taxes are set by policy in the legislature. If the legislature decides to change how it allocates tax revenues to local agencies in the future, or a large shift in population occurs, the Board would have the authority to adjust as needed without needing to amend the JPA Agreement again. In an effort to provide the Board of Directors flexibility in the future, should the method for assessing member agency dues need to change again, proposed Amendment No. 4 removes the specific formula and instead requires Board-approved policy to be followed in assessing member agency dues. The proposed amendment language is attached to this item as Exhibit 1.

The policy referred to above, which will set the formula method, will be constructed following the approval of the amendment by the member agencies. It will include language that sets assessments reflecting the direction of the COG Board Ad Hoc. Language which will likely be considered may include the following:

*Assessments shall be computed on an annual basis as follows to create a minimum \$1,500,000 annual budget:*

*a. a base assessment whereby the prior year's base assessment is adjusted based on the annual percentage change in population of each signatory member plus the annual percentage change in assessed valuation of each signatory member added together and divided by two (2) to arrive at the annual increase; and*

*b. the additional assessment adopted in Fiscal Year 2015/2016 of \$133,418 (or approximately \$5,337 per each signatory member due to rounding); and*

*c. the additional assessment adopted in Fiscal Year 2021/2022 of \$200,000 (or \$8,000 per each signatory member) for Fiscal Year 2024/2025, escalated every Fiscal Year thereafter of the lower of Consumer Price Index (CPI) or 2%; and*

*d. a further assessment to fund any gap between the Board-approved annual budget and the total of the assessments set forth in a., b., and c., above. In determining the amount of said gap, no grant moneys shall be considered. This "gap" assessment shall be based one-half on the population of each signatory member and one-half on the combined General Fund property tax and General Fund base sales tax revenue rate of each signatory member, where "base sales tax" means the statewide sales tax and is exclusive of any additional local sales taxes, escalated every Fiscal Year thereafter of the lower of Consumer Price Index (CPI) or 2%; and*

*e. further assessments to fund optional or subscription programs and projects beyond those identified in the annual budget will be assessed on a cost-allocation basis to fund the cost of the program or project.*

Should the Board of Directors approve these recommendations, all member agencies of the JPA will need to approve and execute the Amendment for the dues increase. Staff is working toward a deadline of April 30, 2024, to complete this process so as to allow both SBCOG and the member agencies an opportunity to budget appropriately for the upcoming fiscal year.

San Bernardino Council of Governments

Following execution of the Amendment by all member agencies, staff will work through an Ad Hoc of the Board and of the City/County Managers' Technical Advisory Committee to identify program and project priorities and amend the approved work plan.

**Financial Impact:**

This item has no financial impact on the Fiscal Year 2023/2024 Budget. The financial impact will be included in the Fiscal Year 2024/2025 Budget.

**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. SBCOG General Counsel has reviewed this item.

**Responsible Staff:**

Monique Reza-Arellano, Chief of COG and Equity Programs

---

Approved  
Board of Directors  
Date: January 3, 2024  
Witnessed By:



**Amended Agreement for the Joint Exercise of Powers Relative to the 01/03/2024  
San Bernardino Associated Governments, SANBAG JPA Amendment #4**

This Amendment No. 4 to the Agreement for the Joint Exercise of Powers (“Agreement”) Relative to the San Bernardino Associated Governments is entered into by and between San Bernardino County, a political subdivision of the State of California; the City of Adelanto, a charter city; the Town of Apple Valley, a municipal corporation; the City of Barstow, a municipal corporation; the City of Big Bear Lake, a charter city; the City of Chino, a municipal corporation; the City of Chino Hills, a municipal corporation; the City of Colton, a municipal corporation; the City of Fontana, a municipal corporation; the City of Grand Terrace, a municipal corporation; the City of Hesperia, a municipal corporation; the City of Highland, a municipal corporation; the City of Loma Linda, a charter city; the City of Montclair, a municipal corporation; the City of Needles, a charter city; the City of Ontario, a municipal corporation; the City of Rancho Cucamonga, a municipal corporation; the City of Redlands, a municipal corporation; the City of Rialto, a municipal corporation; the City of San Bernardino, a charter city; the City of Twentynine Palms, a municipal corporation; the City of Upland, a municipal corporation; the City of Victorville, a charter city; the City of Yucaipa, municipal corporation; and the Town of Yucca Valley, a municipal corporation.

**RECITALS**

1. WHEREAS, each party to the Agreement is a public agency and is authorized to enter into this Amendment No. 4;
2. WHEREAS, each party to the Agreement entered into and executed a Joint Powers Agreement creating an organization (San Bernardino Associated Governments) to explore and study countywide, subregional and regional problems and to effect improved intergovernmental cooperation; and
3. WHEREAS, the parties have previously amended the Agreement three times, the last time being in 1975; and
4. WHEREAS, the parties desire to amend the Agreement to rename the entity formed by the Agreement to be San Bernardino Council of Governments; and
5. WHEREAS, the Agreement’s funding mechanism is outdated, and as such, the parties desire to amend the Agreement to provide greater funding to the joint powers entity in a more equitable manner.

NOW, THEREFORE, the parties hereto agree as follows:

1. The joint powers entity formed by the Agreement shall be known as the San Bernardino Council of Governments (“SBCOG”). All instances of “San Bernardino Associated Governments” in the Agreement are replaced with “San Bernardino Council of Governments.” All instances of “SANBAG” are replaced with “SBCOG.” All instances of “the Association” or “the association” in reference to the joint powers entity are replaced with “the COG.”
2. The article titled “ASSESSMENTS” is removed and replaced in its entirety with the following:

**ASSESSMENTS**

10. In reviewing the budget, the Board of Directors shall determine what assessments are necessary. Such assessments shall be calculated in accordance with SBCOG policy adopted by the Board of Directors. The policy will identify a particular method or formula specifying how member agency dues shall be assessed, and will also allow for optional, subscription



**Amended Agreement for the Joint Exercise of Powers Relative to the 01/03/2024 San Bernardino Associated Governments, SANBAG JPA Amendment #4**

assessments that member agencies may opt in to on a voluntary basis, based on a Board-adopted budget or budget amendment and a subscription work program.

Each party shall be informed of its estimated assessment by April 1. After the final budget becomes effective, the Board of Directors shall determine the precise amount of the assessment, if any may be necessary, and the parties shall be so informed. Assessments shall be payable on or before August 1 for the fiscal year starting July 1.

In addition to the assessments referenced in the preceding paragraphs, advances from the public funds of the parties hereto may be made for the purposes set forth in this Agreement. When such advances are made, they shall be repaid from the first available funds.

The Board of Directors shall have the power to authorize utilization of personnel, equipment, or property of one or more of the parties to this Agreement in complete or partial satisfaction of such party's obligations to pay assessments or make advances.

All assessments or other monetary obligations hereunder shall be paid to the COG and shall be authorized for expenditure by a majority vote of the Board of Directors in connection with the adoption of the annual budget.”

- 3. This Amendment No. 4 shall become binding upon each party hereto upon that party's execution.

Signed and attested by the following:

<b>Jurisdiction</b>	<b>Date</b>
_____ City of Adelanto	_____
_____ City of Apple Valley	_____
_____ City of Barstow	_____
_____ City of Big Bear Lake	_____
_____ City of Chino	_____
_____ City of Chino Hills	_____
_____ City of Colton	_____
_____ City of Fontana	_____
_____ City of Grand Terrace	_____
_____ City of Hesperia	_____

Amended Agreement for the Joint Exercise of Powers Relative to the 01/03/2024  
San Bernardino Associated Governments, SANBAG JPA Amendment #4

City of Highland	
City of Loma Linda	
City of Montclair	
City of Needles	
City of Ontario	
City of Rancho Cucamonga	
City of Redlands	
City of Rialto	
City of San Bernardino	
City of Twentynine Palms	
City of Upland	
City of Victorville	
City of Yucaipa	
Town of Yucca Valley	
County of San Bernardino	

Board Adopted: January 3, 2024

## EXHIBIT 2 2023-2025 SBCOG WORK

### SBCOG COG/Equity Work Plan and Budget

Program/ Project	COG	SBCOA	Partners	Grant Funds	FY
1 San Bernardino Regional Housing Trust Implementation				\$ 362,500.00	2022-2024
2 Smart County Master Plan			\$ 1,000,000.00		2022-2024
3 Small Business Study		\$ 50,000.00			2022-2024
4 Equity Framework - Strategy to work with NGOs and CBOs and SBCTA/SBCOG Policies/Processes/Projects		\$ 200,000.00		\$ 50,000.00	2023-2025
5 Outdoor Equity Program		\$ 10,000.00		\$ 689,000.00	2022-2025
6 SBCOG Regional Advocacy Strategy	\$ 50,000.00				
<b>SBCOG Work Plan Functions and Cost Borne by SBCOG</b>					
7 Countywide Vision Leadership					
8 Countywide Vision Element Group Participation					
9 Sponsorship Program Administration Annually					
10 Business to Business Equity Track					
11 CALCOG Dues					
12 Project Controls					
13 Stipends					
14 Marketing					
15 Grant Writing					
	\$ 50,000.00	\$ 260,000.00	\$ 1,000,000.00	\$ 1,101,500.00	

Total SBCOG Work Plan Projects 2023-2025 \$ 2,411,500.00

# Exhibit 3

## 2018 - 2023 COG Work Plan and Budget

Program/Project	1	2	3	4	5	6	7
Total Cost	SBCTA	Partners	Grant Funds	COG	Funding Needed	FY	
1. Optimizing Emergency Medical Services in San Bernardino County	\$ 300,000.00	\$ 150,000.00		\$ 150,000.00	\$ -	-	18-19
2. Workforce Resource ID and Toolkit	\$ 130,000.00			\$ 130,000.00	\$ -	-	18-19
3. Housing Strategic Plan and Summit	\$ 300,000.00			\$ 300,000.00	\$ -	-	18-19
4. CASE/School District Coordination	\$ 50,000.00			\$ 50,000.00	\$ -	-	18-19
5. Speaker Series - Partnership with WRCOG	\$ 25,000.00			\$ 25,000.00	\$ -	-	18-19
6. Broadband Needs Assessment	\$ 90,000.00			\$ 90,000.00	\$ -	-	19-20
7. Internship Program Plan	\$ 100,000.00			\$ 100,000.00	\$ -	-	19-20
8. Shared Services Program Plan	\$ 200,000.00			\$ 200,000.00	\$ -	-	19-20
9. Policy Toolkit for Healthy Communities Strategy Implementation	\$ 150,000.00			\$ 67,000.00	\$ 83,000.00	20-21	
10. Healthy Development Checklist 2.0	\$ 150,000.00				\$ 150,000.00	20-21	
11. Local Staff Training/Collaboration	\$ 25,000.00				\$ 25,000.00	20-21	
12. Regional/BiCounty Healthy Communities Summit	\$ 25,000.00				\$ 25,000.00	20-21	
13. SB 1000 (EJ)	\$ 150,000.00				\$ 150,000.00	19-20	
14. IEQO	\$ -				\$ -	Ongoing	
15. Summer Meals Partnership	\$ -				\$ -	Ongoing	
16. Census 2020	\$ -				\$ -	Ongoing	
17. Alignment SBC	\$ -				\$ -	Ongoing	
18. California Association of Councils of Government	\$ -				\$ -	Ongoing	
19. Countywide Transformation Plan	\$ -				\$ -	Ongoing	
20. Green House Gas Reduction Plan	\$ 400,635.00			\$ 400,635.00	\$ -	Ongoing	
21. Countywide Habitat Preservation	\$ 400,000.00	\$ 220,000.00	\$ 30,000.00	\$ 30,000.00	\$ 150,000.00	Ongoing	
22. Climate Adaptation	\$ 600,000.00		\$ 600,000.00	\$ -	\$ -	Ongoing	
23. ZEV	\$ 170,000.00		\$ 170,000.00	\$ -	\$ -	Ongoing	
24. Forest Management Plan	\$ 266,000.00	\$ 190,000.00		PB (76500)	\$ -	Ongoing	
25. Open Data Portal Dashboard	\$ 50,000.00		\$ 30,000.00	\$ 20,000.00	\$ -	18-19	
26. Marketing	\$ 75,000.00			\$ 75,000.00	\$ -	18-19	
27. Grant Writing (Existing Contract)	\$ 379,500.00			PB (379,500)	\$ -	Ongoing	
28. Grant Writing (new 2 year contract in 2019)	\$ 285,000.00	\$ 142,500.00	\$ 560,000.00	\$ 142,500.00	\$ 142,500.00	19-20	
	\$ 4,321,135.00	\$ 142,500.00	\$ 1,230,635.00	\$ 1,349,500.00	\$ 583,000.00	OG-21	

PB is Previously Budgeted and Funded

Remaining Fund Balance \$ 50,500.00

# Table 1

## SBCOG General Assessment Dues & Potential Increase

### Options for Proposed Increase in Assessment Dues

### Current Assessment Dues

Jurisdiction:	Original Assessment (1)	2016 Assessment (2)	2022 Assessment (3)	OTHER MONETARY OBLIGATIONS		100% Population		100% Revenue		50% Population/50% Revenue					
				Assessment (1)	Assessment (2)	Assessment (3)	AMOUNT (5)(6)	(1)(4)(2)(H)(3)	Total	Total	Total	Total	Population & Revenues Allocation %	Increase based on Revenue	Increase based on Population & Revenue
Adelanto	\$1,856	\$5,337	\$8,000	\$13,337	\$15,193	36,357	1.662%	\$17,102	\$32,295	0.337%	\$3,472	\$18,665	1.000%	\$10,287	\$25,480
Apple Valley	\$4,166	\$5,337	\$8,000	\$13,337	\$17,503	75,628	3.457%	\$35,575	\$53,078	1.026%	\$10,556	\$28,059	2.241%	\$23,065	\$40,568
Barstow	\$1,200	\$5,337	\$8,000	\$13,337	\$14,537	25,202	1.152%	\$11,855	\$26,392	1.209%	\$12,443	\$26,980	1.181%	\$12,149	\$26,686
Big Bear Lake	\$1,204	\$5,337	\$8,000	\$13,337	\$14,541	5,041	0.230%	\$2,371	\$16,912	0.745%	\$7,663	\$22,204	0.488%	\$5,017	\$19,558
Chino	\$6,985	\$5,337	\$8,000	\$13,337	\$20,322	91,998	4.205%	\$43,275	\$83,597	3.074%	\$31,629	\$51,951	3.639%	\$37,452	\$57,774
Chino Hills	\$5,915	\$5,337	\$8,000	\$13,337	\$19,252	77,964	3.564%	\$36,674	\$55,926	1.331%	\$13,693	\$32,945	2.447%	\$25,183	\$44,435
Collton	\$2,873	\$5,337	\$8,000	\$13,337	\$16,210	53,617	2.451%	\$25,221	\$41,431	1.278%	\$13,149	\$29,359	1.864%	\$19,185	\$35,395
Fontana	\$13,084	\$5,337	\$8,000	\$13,337	\$26,421	212,809	9.728%	\$100,104	\$126,525	4.403%	\$45,305	\$71,726	7.065%	\$72,704	\$99,125
Grand Terrace	\$729	\$5,337	\$8,000	\$13,337	\$14,066	13,042	0.596%	\$6,135	\$20,201	0.235%	\$2,414	\$16,480	0.415%	\$4,275	\$18,341
Hesperia	\$5,065	\$5,337	\$8,000	\$13,337	\$18,402	100,324	4.586%	\$47,192	\$65,594	0.969%	\$9,973	\$28,375	2.778%	\$28,582	\$46,984
Highland	\$2,843	\$5,337	\$8,000	\$13,337	\$16,180	56,546	2.585%	\$26,599	\$42,779	0.890%	\$9,164	\$25,344	1.738%	\$17,881	\$34,061
Loma Linda	\$1,466	\$5,337	\$8,000	\$13,337	\$14,803	25,349	1.159%	\$11,924	\$26,727	0.499%	\$5,132	\$19,935	0.829%	\$8,528	\$23,331
Montclair	\$2,203	\$5,337	\$8,000	\$13,337	\$15,540	37,846	1.730%	\$17,802	\$33,342	1.730%	\$17,807	\$33,347	1.730%	\$17,805	\$33,345
Needles	\$270	\$5,337	\$8,000	\$13,337	\$13,607	4,876	0.223%	\$2,294	\$15,901	0.363%	\$3,736	\$17,343	0.293%	\$3,015	\$16,622
Ontario	\$14,216	\$5,337	\$8,000	\$13,337	\$27,553	179,516	8.206%	\$84,443	\$111,996	9.896%	\$101,837	\$129,390	9.051%	\$93,140	\$120,693
Rancho Cucamonga	\$13,287	\$5,337	\$8,000	\$13,337	\$26,624	174,476	7.975%	\$82,072	\$108,696	3.563%	\$36,669	\$63,293	5.769%	\$59,370	\$85,994
Redlands	\$5,129	\$5,337	\$8,000	\$13,337	\$18,466	72,585	3.318%	\$34,143	\$52,609	3.538%	\$36,408	\$64,874	3.428%	\$35,276	\$53,742
Rialto	\$6,372	\$5,337	\$8,000	\$13,337	\$19,709	103,954	4.752%	\$48,899	\$68,608	4.557%	\$46,897	\$66,606	4.655%	\$47,898	\$67,607
San Bernardino	\$11,462	\$5,337	\$8,000	\$13,337	\$24,799	220,840	10.095%	\$103,881	\$128,680	7.283%	\$74,943	\$99,742	8.689%	\$89,412	\$114,211
Twentynine Palms	\$1,139	\$5,337	\$8,000	\$13,337	\$14,476	27,685	1.266%	\$13,023	\$27,499	0.434%	\$4,470	\$18,946	0.550%	\$8,747	\$23,223
Upland	\$5,217	\$5,337	\$8,000	\$13,337	\$18,554	79,139	3.618%	\$37,226	\$55,780	1.676%	\$17,243	\$35,797	2.647%	\$27,234	\$45,788
Victorville	\$7,001	\$5,337	\$8,000	\$13,337	\$20,338	136,561	6.242%	\$64,237	\$84,575	3.860%	\$39,722	\$60,060	5.051%	\$51,979	\$72,317
Yucaipa	\$3,020	\$5,337	\$8,000	\$13,337	\$16,357	54,494	2.491%	\$25,634	\$41,991	0.812%	\$8,356	\$24,713	1.652%	\$16,995	\$33,352
Yucaipa Valley	\$1,223	\$5,337	\$8,000	\$13,337	\$14,560	21,813	0.997%	\$10,261	\$24,821	0.607%	\$6,249	\$20,809	0.802%	\$8,255	\$22,815
County	\$19,598	\$5,330	\$8,000	\$13,330	\$32,928	300,003	13.713%	\$141,119	\$174,047	45.685%	\$470,129	\$503,057	29.699%	\$305,624	\$338,552
	<b>\$137,523</b>	<b>\$133,418</b>	<b>\$200,000</b>	<b>\$333,418</b>	<b>\$470,941</b>	<b>2,187,665</b>	<b>100%</b>	<b>\$1,029,059</b>	<b>\$1,500,000</b>	<b>100%</b>	<b>\$1,029,059</b>	<b>\$1,500,000</b>	<b>100%</b>	<b>1,029,059</b>	<b>\$1,500,000</b>

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%. Population amounts from the State Department of Finance.

tax revenues from audited financial statements for FY 2022, except for Town of Apple Valley FY 2021 and City of Adelanto FY 2020.

# Table 2

## SBCOG General Assessment Dues & Potential Increase

Jurisdiction	Population 2022	Assessed Value Fiscal Year 2022/2023	Base Sales Tax + Property Tax Revenues (1)	Original Assessment (2)	2016 Assessment (3)	2022 Assessment (4)	Total Current Assessments (2)+(3)+(4)	New Assessment 50% Population/ 50% Revenue	Total Current Assessments + New Assessment (5)	All \$1.5M by 50% Population/ 50% Revenue (6)	Delta (6)-(5)	All \$1.5M by 50% Population/ 50% Assessed Value (7)	Delta (7)-(6)
Adelanto	36,357	\$3,011,709,510	8,290,201	\$1,886	\$5,337	\$8,000	\$15,193	\$10,379	\$25,572	\$15,129	(\$10,443)	\$29,078	\$13,949
Apple Valley	75,628	\$7,857,490,866	25,206,081	\$4,166	\$5,337	\$8,000	\$17,503	\$23,345	\$40,848	\$34,029	(\$6,819)	\$48,675	\$14,646
Barstow	25,202	\$1,724,738,920	19,590,846	\$1,200	\$5,337	\$8,000	\$14,937	\$10,247	\$24,784	\$14,937	(\$9,847)	\$23,519	\$8,582
Big Bear Lake	5,041	\$4,416,276,035	18,299,262	\$1,204	\$5,337	\$8,000	\$14,541	\$5,221	\$19,762	\$7,610	(\$12,152)	\$23,548	\$15,938
Chino	91,998	\$17,295,592,739	75,528,060	\$6,985	\$5,337	\$8,000	\$20,322	\$38,292	\$58,614	\$55,815	(\$2,798)	\$72,592	\$16,776
Chino Hills	77,964	\$14,639,278,992	32,696,782	\$5,915	\$5,337	\$8,000	\$19,252	\$25,546	\$44,798	\$37,238	(\$7,561)	\$63,516	\$26,279
Colton	53,617	\$5,016,940,896	31,398,593	\$2,873	\$5,337	\$8,000	\$16,210	\$19,534	\$35,744	\$28,473	(\$7,270)	\$37,706	\$9,232
Fontana	212,809	\$27,019,267,552	108,183,439	\$13,084	\$5,337	\$8,000	\$26,421	\$73,906	\$100,327	\$107,729	\$7,402	\$124,326	\$16,597
Grand Terrace	13,042	\$1,347,509,349	5,765,052	\$729	\$5,337	\$8,000	\$14,066	\$4,339	\$18,405	\$6,324	(\$12,080)	\$19,520	\$13,196
Hesperia	100,324	\$8,075,905,550	23,814,083	\$5,065	\$5,337	\$8,000	\$18,402	\$28,847	\$47,249	\$42,048	(\$5,200)	\$56,301	\$14,253
Highland	56,546	\$4,500,367,999	21,881,884	\$2,843	\$5,337	\$8,000	\$16,180	\$18,124	\$34,304	\$26,419	(\$7,886)	\$37,450	\$11,031
Loma Linda	25,349	\$2,827,789,573	12,255,309	\$1,466	\$5,337	\$8,000	\$14,803	\$8,664	\$23,467	\$12,629	(\$10,838)	\$25,773	\$13,144
Montclair	37,846	\$4,280,071,001	31,424,075	\$2,203	\$5,337	\$8,000	\$15,540	\$15,830	\$31,370	\$23,075	(\$8,295)	\$32,022	\$8,947
Needles	4,976	\$495,248,695	8,921,710	\$270	\$5,337	\$8,000	\$13,607	\$3,114	\$16,721	\$4,539	(\$12,182)	\$15,631	\$11,092
Ontario	179,516	\$36,223,657,090	243,176,826	\$14,216	\$5,337	\$8,000	\$27,553	\$95,842	\$123,395	\$139,704	\$16,309	\$133,930	(\$5,774)
Rancho Cucamonga	174,476	\$32,965,855,079	87,561,737	\$13,287	\$5,337	\$8,000	\$26,624	\$60,344	\$86,968	\$87,959	\$992	\$126,045	\$38,086
Redlands	72,585	\$12,032,086,055	66,216,730	\$5,129	\$5,337	\$8,000	\$18,466	\$31,673	\$50,139	\$46,167	(\$3,971)	\$56,848	\$10,680
Rialto	103,954	\$13,115,586,958	111,985,260	\$6,372	\$5,337	\$8,000	\$19,709	\$49,142	\$68,851	\$71,632	\$2,781	\$67,387	(\$4,245)
San Bernardino	220,840	\$19,097,789,522	129,701,848	\$11,462	\$5,337	\$8,000	\$24,799	\$80,540	\$105,339	\$117,399	\$12,060	\$110,564	(\$6,835)
Twenty-nine Palms	27,685	\$1,137,526,790	10,674,796	\$1,139	\$5,337	\$8,000	\$14,476	\$8,865	\$23,341	\$12,922	(\$10,419)	\$23,002	\$10,080
Upland	79,139	\$11,532,952,948	41,173,743	\$5,217	\$5,337	\$8,000	\$20,338	\$27,692	\$46,246	\$40,365	(\$5,881)	\$57,593	\$17,228
Victorville	136,561	\$11,444,656,207	65,149,801	\$7,001	\$5,337	\$8,000	\$20,338	\$46,484	\$66,822	\$67,757	\$935	\$72,726	\$4,969
Yucaipa	54,494	\$5,524,015,696	19,954,046	\$3,020	\$5,337	\$8,000	\$16,357	\$17,217	\$33,574	\$25,096	(\$8,478)	\$38,957	\$13,862
Yucaipa Valley	21,813	\$2,270,934,302	11,976,891	\$1,223	\$5,337	\$8,000	\$14,560	\$7,771	\$22,331	\$11,328	(\$11,004)	\$23,712	\$12,385
County	300,003	\$42,962,663,648	1,122,622,000	\$19,598	\$5,330	\$8,000	\$32,928	\$318,100	\$351,028	\$463,675	\$112,648	\$179,578	(\$284,097)
	<b>2,187,665</b>	<b>\$290,515,911,972</b>	<b>2,333,448,755</b>	<b>\$137,523</b>	<b>\$133,418</b>	<b>\$200,000</b>	<b>\$470,941</b>	<b>\$1,029,059</b>	<b>\$1,500,000</b>	<b>\$1,500,000</b>		<b>\$1,500,000</b>	

**NOTES:**

- (1) Base sales tax (7.75%) and property tax amounts obtained from financial statements for FY 2022, except for Town of Apple Valley FY 2021 and City of Adelanto FY 2020. Additional local tax is deducted for Barstow, Montclair, Redlands, San Bernardino, Victorville, and Yucaipa Valley.
- (2) Original assessment based on 50% population and 50% assessed value. Amounts are adjusted every fiscal year.
- (3) In FY2015/2016, the Board of Directors approved an additional \$133,418 every fiscal year for Council of Government (COG) activities.
- (4) 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%.
- (5) \$1.5M total sum of current assessments plus the net amount of \$1,029,059 distributed based on 50% Population/50% Revenue.
- (6) \$1.5M allocated based on 50% Population/50% Revenue.
- (7) \$1.5M allocated based on 50% Population/50% Assessed Value, the formula in the existing JPA agreement.



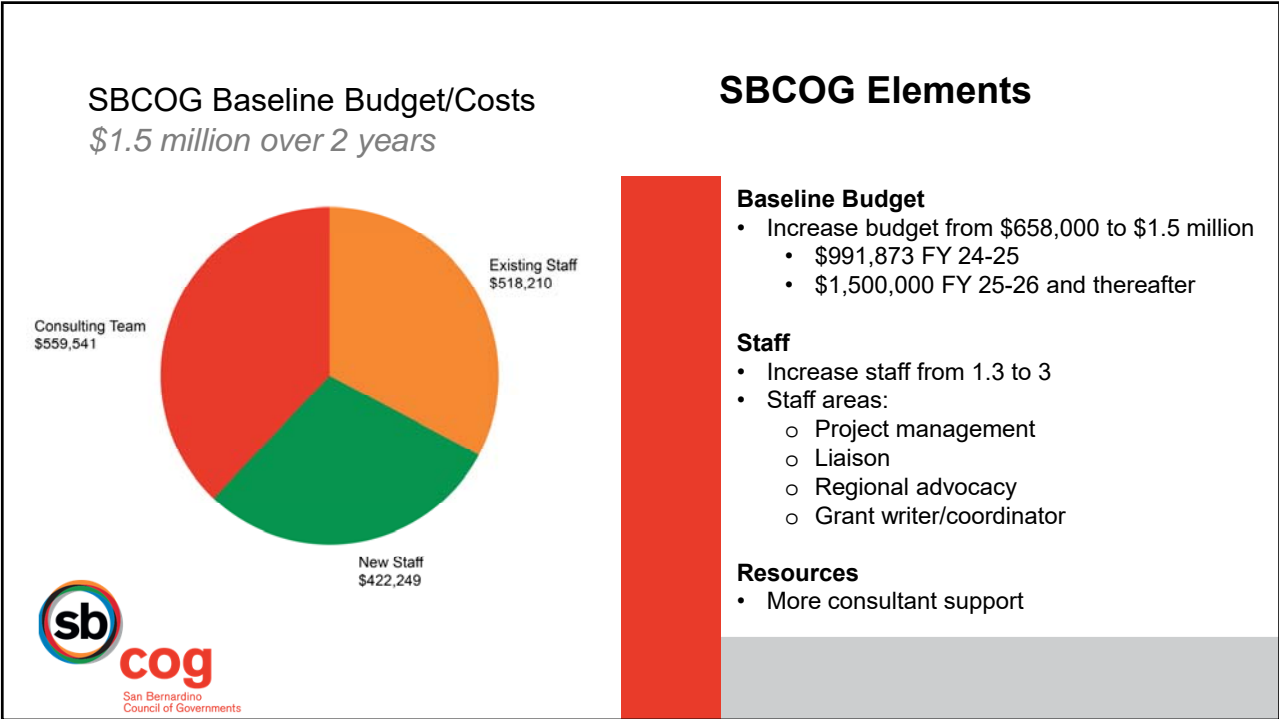
# Table 3

## San Bernardino County Transportation Authority General Assessment Dues Calculation Fiscal Year 2023/2024 Budget

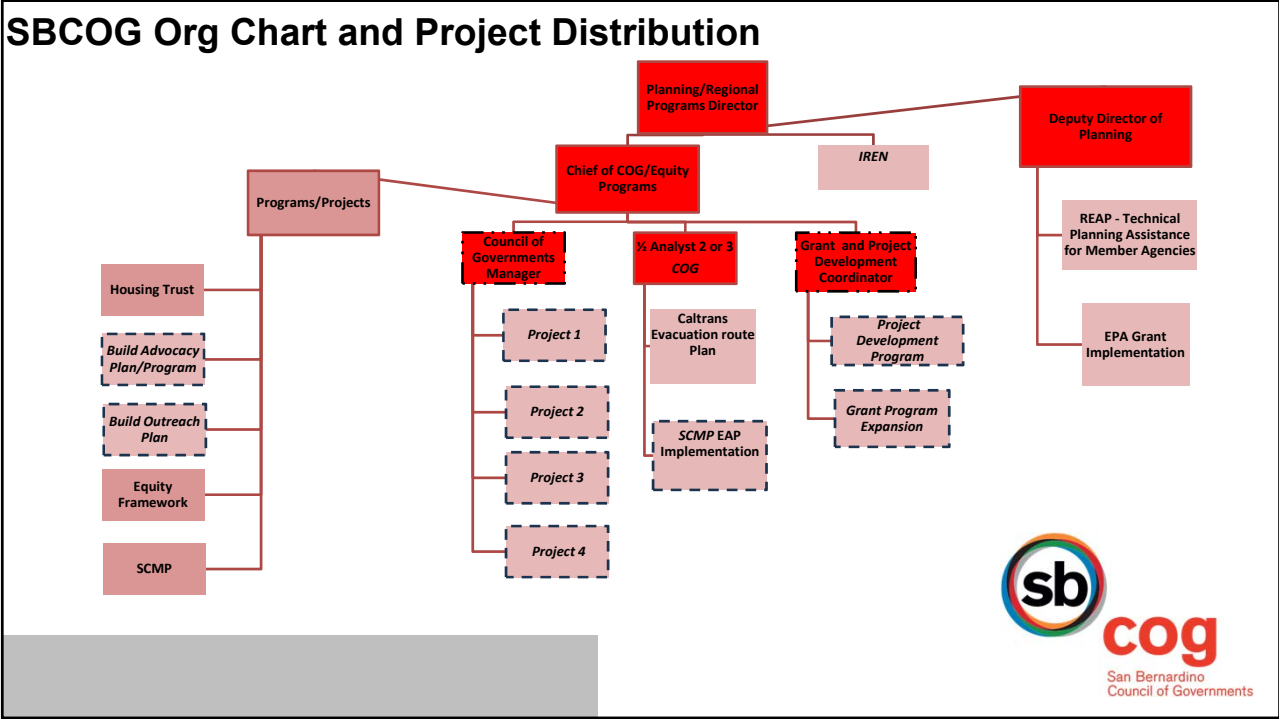
JURISDICTION:	POP. 2022	% OF TOTAL POP.	ASSESSED VALUE BEFORE RDA 2022/2023	% OF TOTAL VALUE	AVG. POP. & VALUE	FY2023/2024			FY2023/2024			FY2023/2024			FY2023/2024			INCREASE IN DUES TO TOTAL \$1.5M (8)	\$1.5 M TOTAL DUES (9)	INCREASE IN DUES TO TOTAL \$3M (10)	\$3 M TOTAL DUES (11)
						MANDATORY ASSESSMENT AMOUNT	OTHER MONETARY OBLIGATIONS AMOUNT (5)	OTHER MONETARY OBLIGATIONS AMOUNT (6)	OTHER MONETARY OBLIGATIONS AMOUNT (5)+(6)	TOTAL AMOUNT (7)	INCREASE IN DUES TO TOTAL \$1.5M (8)	\$1.5 M TOTAL DUES (9)	INCREASE IN DUES TO TOTAL \$3M (10)	\$3 M TOTAL DUES (11)							
Adelanto	36,357	1.662%	\$3,011,709,510	1.037%	1.349%	\$1,856	\$5,337	\$5,334	\$10,671	\$12,527	\$14,784.32	\$27,311	35,024	\$47,551							
Apple Valley	75,628	3.457%	\$7,557,490,866	2.601%	3.029%	\$4,166	\$5,337	\$5,334	\$10,671	\$14,837	\$33,191	\$48,028	78,630	\$93,467							
Barstow	25,202	1.152%	\$1,724,738,920	0.594%	0.873%	\$1,200	\$5,337	\$5,334	\$10,671	\$11,871	\$9,564	\$21,435	22,656	\$34,527							
Big Bear Lake	5,041	0.230%	\$4,416,276,035	1.520%	0.875%	\$1,204	\$5,337	\$5,334	\$10,671	\$11,875	\$9,591	\$21,466	22,720	\$34,595							
Chino	91,998	4.205%	\$17,295,592,739	5.953%	5.079%	\$6,985	\$5,337	\$5,334	\$10,671	\$17,656	\$55,655	\$73,311	131,845	\$149,501							
Chino Hills	77,964	3.564%	\$14,639,278,992	5.039%	4.301%	\$5,915	\$5,337	\$5,334	\$10,671	\$16,586	\$47,131	\$63,717	111,653	\$128,235							
Colton	53,617	2.451%	\$5,016,940,896	1.727%	2.089%	\$2,873	\$5,337	\$5,334	\$10,671	\$13,544	\$22,888	\$36,432	54,222	\$67,765							
Fontana	212,809	9.728%	\$27,019,267,552	9.300%	9.514%	\$13,084	\$5,337	\$5,334	\$10,671	\$23,755	\$104,246	\$128,001	246,957	\$270,712							
Grand Terrace	13,042	0.596%	\$1,347,509,349	0.464%	0.530%	\$729	\$5,337	\$5,334	\$10,671	\$11,400	\$5,807	\$17,207	13,757	\$25,157							
Hesperia	100,324	4.586%	\$8,075,905,550	2.780%	3.683%	\$5,065	\$5,337	\$5,334	\$10,671	\$15,736	\$40,354	\$56,090	95,597	\$111,333							
Highland	56,546	2.585%	\$4,500,367,999	1.549%	2.067%	\$2,843	\$5,337	\$5,334	\$10,671	\$13,514	\$22,648	\$36,162	53,651	\$67,165							
Loma Linda	25,349	1.159%	\$2,827,789,573	0.973%	1.066%	\$1,466	\$5,337	\$5,334	\$10,671	\$12,137	\$11,681	\$23,818	27,671	\$39,805							
Montclair	37,846	1.730%	\$4,280,071,001	1.473%	1.602%	\$2,203	\$5,337	\$5,334	\$10,671	\$12,874	\$17,549	\$30,423	41,573	\$54,447							
Needles	4,876	0.223%	\$495,248,695	0.170%	0.197%	\$270	\$5,337	\$5,334	\$10,671	\$10,941	\$2,155	\$13,096	5,105	\$16,045							
Ontario	179,516	8.206%	\$36,223,657,090	12.469%	10.337%	\$14,216	\$5,337	\$5,334	\$10,671	\$24,887	\$113,267	\$138,154	268,326	\$293,213							
Rancho Cucamonga	174,476	7.975%	\$32,965,855,079	11.347%	9.661%	\$13,287	\$5,337	\$5,334	\$10,671	\$23,958	\$105,861	\$129,819	250,782	\$274,740							
Redlands	72,585	3.318%	\$12,032,086,055	4.142%	3.730%	\$5,129	\$5,337	\$5,334	\$10,671	\$15,800	\$40,867	\$56,667	96,814	\$112,614							
Rialto	103,954	4.752%	\$13,115,586,958	4.515%	4.633%	\$6,372	\$5,337	\$5,334	\$10,671	\$17,043	\$50,766	\$67,809	120,265	\$137,305							
San Bernardino	220,840	10.095%	\$19,097,789,522	6.574%	8.334%	\$11,462	\$5,337	\$5,334	\$10,671	\$22,133	\$91,319	\$113,452	216,333	\$238,465							
Twentynine Palms	27,685	1.266%	\$1,137,526,790	0.392%	0.829%	\$1,139	\$5,337	\$5,334	\$10,671	\$11,810	\$9,078	\$20,888	21,506	\$33,315							
Upland	79,139	3.618%	\$11,532,952,948	3.970%	3.794%	\$5,217	\$5,337	\$5,334	\$10,671	\$15,888	\$41,568	\$57,456	98,472	\$114,360							
Victorville	136,561	6.242%	\$11,444,656,207	3.939%	5.091%	\$7,001	\$5,337	\$5,334	\$10,671	\$17,672	\$55,781	\$73,453	132,144	\$149,815							
Yucaipa	54,494	2.491%	\$5,524,015,696	1.901%	2.196%	\$3,020	\$5,337	\$5,334	\$10,671	\$13,691	\$24,064	\$37,755	57,007	\$70,695							
Yuca Valley	21,813	0.997%	\$2,270,934,302	0.782%	0.889%	\$1,223	\$5,337	\$5,334	\$10,671	\$11,894	\$9,745	\$21,639	23,086	\$34,980							
County	300,003	13.713%	\$42,962,663,648	14.788%	14.251%	\$19,598	\$5,330	\$5,334	\$10,664	\$30,262	\$156,148	\$186,410	369,912	\$400,174							
	<b>2,187,665</b>	<b>100.000%</b>	<b>\$290,515,911,972</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$137,523</b>	<b>\$133,418</b>	<b>\$133,350</b>	<b>\$266,768</b>	<b>\$404,291</b>	<b>\$1,095,709</b>	<b>\$1,500,000</b>	<b>\$2,595,709</b>	<b>\$3,000,000</b>							

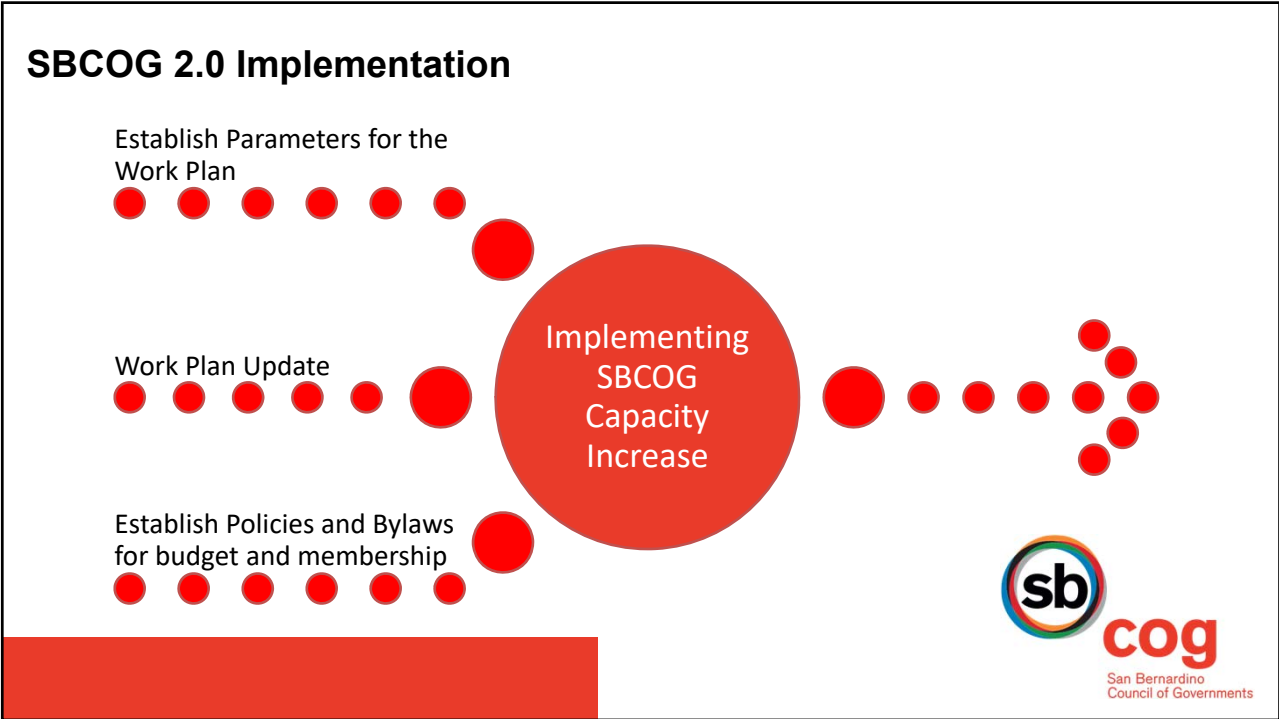
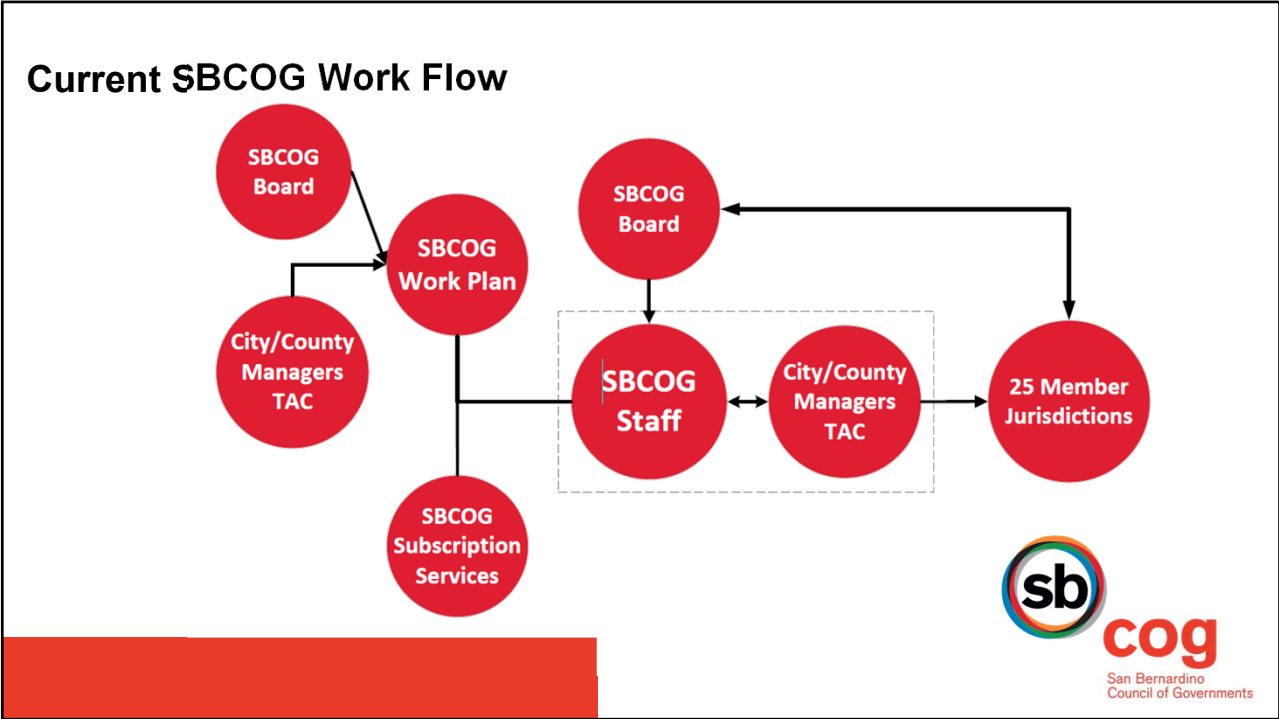
NOTES:  
 1) Population Source: Most recent Measure I population data, which is the Department of Finance estimate as of January 1 reconciled to the total population for San Bernardino County.  
 2) Net Assessed Value Source: Property Tax Section, County Auditor/Controller.  
 3) These calculations are based on the most recent data received from the County of San Bernardino.  
 4) Assessed valuation of jurisdiction includes properties within redevelopment areas.  
 5) In FY2015/2016, the Board of Directors approved an additional \$133,418 to FY2023/2024 dues for Council of Government (COG) activities.  
 6) In FY2021/2022, the Board of Directors approved the following additional monetary obligations for Council of Government (COG) activities: \$66,675 for FY22-23, \$133,350 for FY23-24, \$200,000 for FY24-25. Furthermore, the Board approved to calculate this additional monetary obligation by the lower of CPI factor or 2% per year, starting from FY25-26.  
 7) Assessed valuation and assessed valuation for total assessments of \$1.5M.  
 8) Assessed valuation and assessed valuation for total assessments of \$1.5M.  
 9) Assessed valuation and assessed valuation for total assessments of \$1.5M.  
 10) Assessed valuation and assessed valuation for total assessments of \$3M.





Attachment: JPA Update PPT PDF (10568 : Update on Amendment No. 4 to Joint Powers Authority Agreement and Establish Ad Hoc)





Attachment: JPA Update PPT PDF (10568 : Update on Amendment No. 4 to Joint Powers Authority Agreement and Establish Ad Hoc)

# Potential Priorities, Projects, and Programs

- Grant Writing and Project Development
- Homelessness Strategic Plan
- Fellowship Program
- Clean Cities
- Implement SCMP
- VMT Bank
- Wildfire Prevention and Education
- Regional Advocacy and Engagement
- NGO/CBO engagement
- Small Business 2 Business
- City/County Conference
- Forum for Ambulance Contract
- MS 4 Permits
- Animal Shelter
- Tourism Marketing

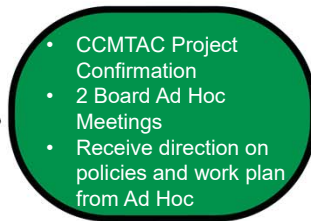


## Timeline for SBCOG 2.0 Implementation

June - August 2024



August -October 2024



November 2024



Attachment: JPA Update PPT PDF (10568 : Update on Amendment No. 4 to Joint Powers Authority Agreement and Establish Ad Hoc)

Thank You

Questions?



***Minute Action***

AGENDA ITEM: 35

***Date:*** May 1, 2024

***Subject:***

Homeless Programs Presentation by the San Bernardino County Sheriff's Department

***Recommendation:***

Receive a presentation from the San Bernardino County Sheriff's Department on homeless outreach efforts and programs.

***Background:***

Over the last several years, the San Bernardino County Transportation Authority Board of Directors has requested information and updates on programs and options that currently exist within the County of San Bernardino that address the complex societal issue of homelessness. This presentation is information on the San Bernardino County Sheriff's Homeless Outreach Proactive Enforcement team and their mission within the county. Captain James Porter will present.

***Financial Impact:***

This item has no financial impact on the adopted budget for Fiscal Year 2023/2024.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. The San Bernardino County Transportation Authority Board of Directors requested a presentation from the County of San Bernardino.

***Responsible Staff:***

Monique Reza-Arellano, Chief of COG and Equity Programs

---

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

*Entity: San Bernardino Council of Governments*

# Homeless Outreach Proactive Enforcement

SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT  
COMMUNITY SERVICES & RE-ENTRY DIVISION



## INTRODUCTION

Homelessness is an extremely complex social problem that impacts the quality of life in our community. There are no easy solutions. We must recognize that there is a fine line between homelessness as a social issue and a criminal issue.

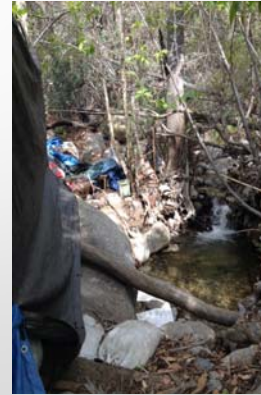




## POPULATION

California has an estimated 181,000 people that were homeless in 2023, ranking #1 in America.

- 4065 Homeless in SBC
- 40% IN SAN BERNARDINO
- 20% IN VICTORVILLE



## Challenges

- Cost of Living
- Seniors
- Families
- Lack of Capacity
- Recent Court Decisions



# HOPE STATISTICS

- 25000 HOMELESS CONTACTS
- 10500 ASSISTED
- 8500 REFERRED
- 3350 HOUSED



# HOMELESS OUTREACH TEAM



Homeless Outreach Proactive Enforcement

[hope@sbcasd.org](mailto:hope@sbcasd.org)

909-387-0623

## *Minute Action*

AGENDA ITEM: 36

***Date:*** May 1, 2024

***Subject:***

SBCOG Participation in Energy Efficiency Programs for Residential and Commercial Buildings

***Recommendation:***

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

Authorize SBCOG staff to engage in energy efficiency programs for residential and commercial buildings within the following guidelines:

- SBCOG may participate in programs that are focused on direct grant and incentive funding to building owners and do not involve SBCOG hiring and/or managing contractors;
- SBCOG will not recommend contractors; selection of contractors is wholly the owner's decision;
- The hiring or identification of properly licensed, bonded, and insured contractors would be the responsibility of building owners or other non-SBCOG entities with which SBCOG may be collaborating and are prerequisites to an owner's receipt of funding assistance;
- SBCOG will not be involved in any capacity with loans for energy efficiency programs for privately-owned buildings;
- Staff is authorized to seek grant funding for energy efficiency programs that enable SBCOG to operate within these parameters and to ensure compliance with the requirements of the grant program by those who receive such funding through SBCOG; and
- SBCOG may also collaborate on promoting programs that are run by other entities as long as these parameters are adhered to by SBCOG. These parameters do not apply to SBCOG involvement in energy efficiency programs for buildings owned by public agencies in San Bernardino County.

***Background:***

At the April 3, 2024 meeting of the San Bernardino County Transportation Authority / San Bernardino Council of Governments (SBCTA/SBCOG) Board of Directors (Board), an agenda item was presented requesting direction to staff on SBCOG's participation in the California Energy Commission's (CEC's) Equitable Building Decarbonization (EBDC) Program, and other potential energy-related residential grant programs pertinent to San Bernardino County. The discussion centered on the extent to which SBCOG should be engaged in pursuing and managing grant funding that could be available for residential energy efficiency programs. The Board discussed pros and cons, potential risks, and the value of bringing this type of grant funding to San Bernardino County. The Board advised staff that the COG Ad Hoc Committee (Ad Hoc) should be convened to discuss this item further, and a meeting of the COG Ad Hoc was scheduled for April 11, 2024. The April 3, 2024 Board agenda item may be referenced for additional background on the EBDC program and the types of energy efficiency programs for which grant funding could be available.

During the April 11, 2024 COG Ad Hoc meeting, staff was directed to come back to the full Board with a more specific recommendation that the Board could consider at its May 1, 2024 meeting and to provide an assessment of risk levels for various components of the EBDC

*Entity: San Bernardino Council of Governments*

## Board of Directors Agenda Item

May 1, 2024

Page 2

Program. It was also recommended that the EBDC grant would be undertaken by the I-REN staff members from SBCOG, and not other COG staff members, so that the EBDC and other energy efficiency programs would not be in competition with priorities identified within the updated and expanded SBCOG work plan.

Based on the April 11, 2024 discussion, staff developed the recommendation in this agenda item describing the parameters that could guide SBCOG staff involvement in energy efficiency programs for residential and commercial buildings in San Bernardino County and the pursuit of grant funding for such improvements. Each of the current and future state and federal grant programs have their own unique aspects that require tradeoffs between opportunity, local benefit, potential risk, and staff capacity. But rather than come to the Board with questions on each grant opportunity, when lead time is often short on making go/no-go decisions, the general guidance in this recommendation, as modified by the Board, will assist staff in making grant-specific decisions, and in laying out a grant-funding strategy. Staff also conducted a preliminary risk analysis based on discussions with surrounding agencies who have previously worked on residential programs. The highest risk areas involve modification to electrical service to the building and improvements that require modifications to the physical building structure (such as attaching solar panels to roofs or ensuring that new or modified ductwork is free of leaks). There are a number of energy efficiency upgrades that can be considered low risk and involve such things such as exchanging outdated appliances for more energy efficient ones, where current electrical service is adequate.

It should also be noted that at the I-REN Executive Committee meeting on April 16, 2024 representatives from the Solar On Multi-family Affordable Housing (SOMAH) Program provided a presentation about the SOMAH Program. The presentation is attached to this item. The SOMAH program does not expect direct SBCOG involvement in the implementation of improvements under the program. Rather, the focus is on SBCOG providing a forum for connecting the SOMAH program with local jurisdictions who may have owners of multi-family residential properties within their boundaries that are interested in this program.

**Financial Impact:**

This item has no financial impact on the adopted Budget for Fiscal Year 2023/2024. A future budget amendment will be required if SBCOG receives EBDC Program funds directly.

**Reviewed By:**

This item has not received prior policy committee or technical advisory committee review. The Board's COG Ad Hoc Committee provided input to this item at its April 11, 2024 meeting, as a follow-up to the April 3, 2024 Board meeting on the EBDC program. SBCTA's Enterprise Risk Manager has reviewed this item.

**Responsible Staff:**

Steve Smith, Director of Planning & Regional Programs

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:

## Residential Measure Risk Scale Staff Analysis Matrix

Residential Measure	Risk (high/medium/low)	Low hanging fruit (y/n)	Direct install vs. exchange
<b>Heat Pump Water Heater (HPWH)</b>	Low – water heaters are replaced frequently; space considerations might be an issue as HPWH tend to be slightly larger than conventional water heaters	N	Install
<b>Air Source Heat Pump (Ducted)</b>	Medium – Potential complications finding a flat site at the home for heat pump installation; installation of controls and thermostats; potential improper installation and challenges with low airflow, leaky ducts, and incorrect refrigerant charge.	N	Install
<b>Electric or Induction Cooktop</b>	Low – appliances are replaced frequently	Y	Exchange
<b>Electric Dryer</b>	Low – appliances are replaced frequently	Y	Exchange
<b>Smart T-Stat</b>	Low – potential homeowner challenges of installing new thermostat	Y	N/A
<b>Weatherization / Insulation</b>	Low/Medium – Depends on existence and accessibility of attic; wall insulation may require plaster/drywall work (for the purposes of CPRG Decarb, would not recommend wall insulation)	Y	N/A
<b>Low Flow Showerheads and Faucets</b>	Low – potential homeowner challenges of installing new showerheads and faucets	Y	N/A
<b>Electrical and Remediation</b>	High – upgrading electrical service and rewiring could potentially involve site work and plaster/drywall repair	N	N/A
<b>Duct Cleaning and Sealing</b>	Low	Y	N/A
<b>Recycling and Disposal</b>	Low	Y	N/A
<b>LED Lighting</b>	Low – potential homeowner displeasure at how the LED light looks	Y	N/A
<b>Concierge / Intake Advisor</b>	Low	N	N/A
<b>Solar Panels</b>	Medium/High – potential installation concerns of roof damage/leaks—industry has matured, and installers are more experienced now	N	Install

### Residential Measure Risk Scale Staff Analysis Matrix

<b>Battery Storage</b>	Low – potential homeowner complaints about eyesore of battery storage	N	Install
<b>Residential Measure</b>	<b>Risk (high/medium/low)</b>	<b>Low hanging fruit (y/n)</b>	<b>Direct install vs. exchange</b>
<b>Shade: Awnings or black out UV window shades</b>	Low -	Y	Install
<b>Ceiling fans must be ENERGY STAR®- certified.</b>	Low-	Y	Install



# Solar on Multifamily Affordable Housing

*Making solar technology and jobs accessible to California's low-income and Environmental Justice communities*

April 16th, 2024

Victoria Leslie, Project Manager



## Today's Agenda



- SOMAH Program Overview
- Benefits of SOMAH to Your Community  
*Inland Regional Energy Network (I-REN)*
- Program Eligibility and Application Process
- Partnering with SOMAH



# Funding

- Up to **\$100 million** annually over 10 years
- Funded by **greenhouse gas auction proceeds**, not taxpayer dollars
- **90%** of total budget goes to incentives



39

# Benefits to the Community



**Incentivize solar** adoption on multifamily affordable housing



Install **300 megawatts** of generation capacity **by 2032**



Benefit **owners and tenants**



Increase energy efficiency + **offset emissions**



Creates **local jobs**



40

## Long-Term Projected Impacts

1

### Potential

3,500+ potential properties

2

### Households

250,000+ eligible residential units

3

### Local Jobs

3,500+ job trainees



## A Commitment to Equity

SOMAH is dedicated to equity through a community-based approach that amplifies the voices of those most burdened by social and environmental factors and ensures the program listens to and is responsive to the communities it serves. Through public forums, direct outreach and education, connections broaden into community partnerships that further develop SOMAH's inclusiveness and capacity to engage.

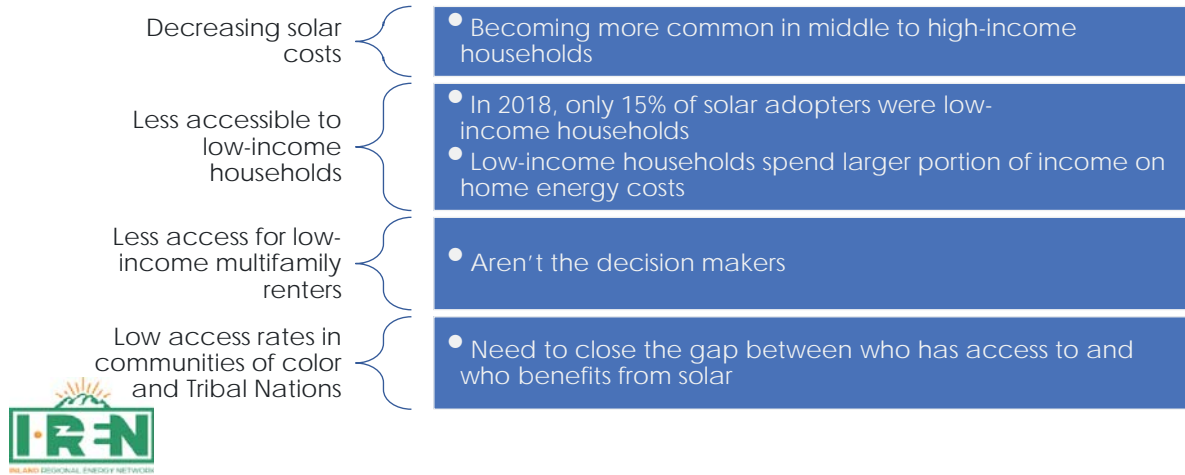
### Energy and Environmental Justice are in SOMAH's DNA

Created largely by the advocacy efforts of environmental justice groups and funded by greenhouse gas auction proceeds through California's Cap-and-Trade Program, SOMAH's work to expand clean energy access to low-income and environmental justice communities in particular has clear restorative and environmental justice implications.



# Making Renewable Energy Accessible

## Why We Need to Change Access to Solar



## Increasing Access

- Minimum **51% of financial benefit** directly to reduce tenant energy bills
  - Average of 87% for tenants
- **Required job training** on each project
- Over **35%** of applications are in **disadvantaged communities (DACs)\***

\*DACs are defined by [CalEnviroScreen](#), SB 535



## Equitable Access to Solar for All

### Tenant Benefits and Education

- Guaranteed no rent increase to offset solar
- Required direct financial benefit to tenants through bill credits
- Creates awareness of changes associated with SOMAH
- Informs tenants of SOMAH's benefits
- Introduces SOMAH's job training opportunities



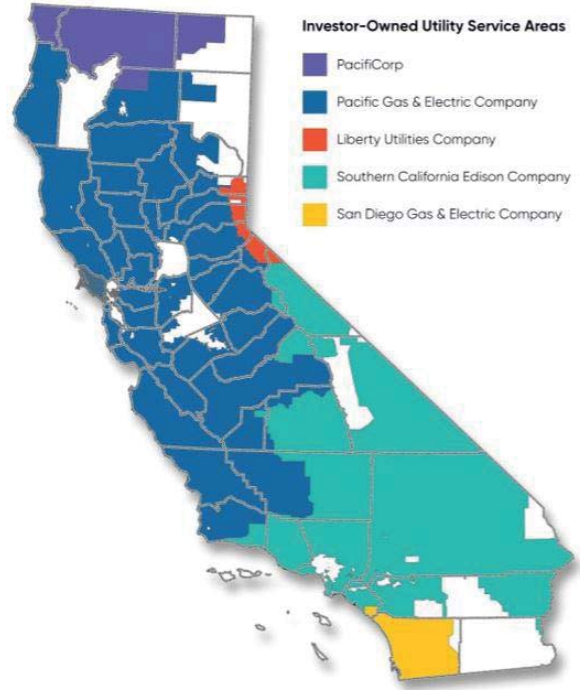
## SOMAH Eligibility

- Existing deed-restricted affordable **rental** housing buildings or mobile homes with at least 5 units\*
- Affordable housing regulatory agreement with at least 10 years remaining on term, and
  - 66% of residents  $\leq$  80% AMI\*
  - Located in a disadvantaged community (DAC)
  - **Property is owned by a tribe or a public housing authority\***
- Individually metered
- Located in an Investor-Owned Utility (IOU) territory

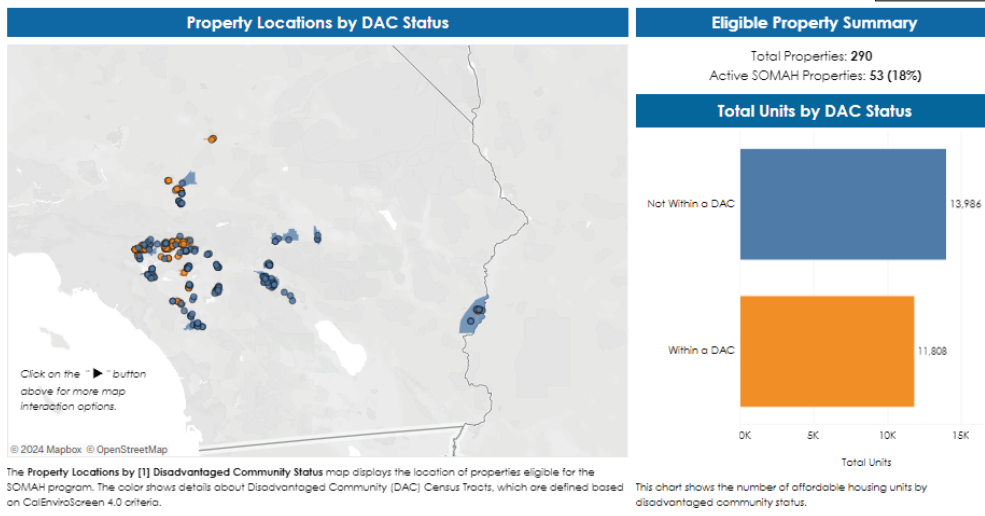


## Investor-Owned Utilities

- Liberty Utilities
- PacifiCorp
- Pacific Gas & Electric
- San Diego Gas & Electric
- Southern California Edison



## Inland Empire Potential



Attachment: SOMAH Presentation PDF (10525 : Participation in Residential Energy Efficiency Programs)



# Two pathways to apply...

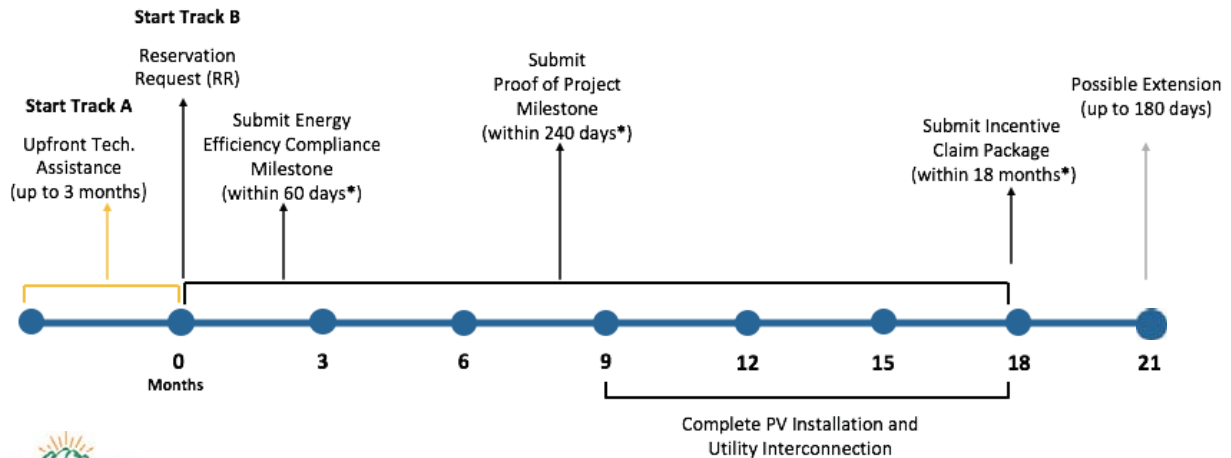
## ■ Track A: Upfront Technical Assistance Selected



## ■ Track B: Upfront Technical Assistance Not Selected



# A snapshot of project timelines



\* Period begins upon the approval of RR, not submittal date.

## Program Update Average Project Snapshot

### Average Property Size

- 81 units

### Average System Allocation

- 87% Tenant
- 13% Common Area

### Average System Size

- 174 kW

### Tenant Savings

- 77% - 91% savings on utility bills
- \$45 - \$61 per month



Avg.	#
Project Cost	\$665,143
SOMAH Incentive	\$363,941
System Size (kW)	~189 kW
SOMAH offsets ~54% of the project cost	

## Free Technical & Support Services every step of the way

Technical assistance (TA) is a **free service offered to all SOMAH participants** at any time of the project process





# Partnering with SOMAH



## How SOMAH is working with stakeholders

- Partnership in outreach efforts
- Co-marketing/co-branding on materials, websites
- Incorporation into programming



Victoria Leslie

858-244-1177, ext. 521  
[Victoria.leslie@CalSOMAH.org](mailto:Victoria.leslie@CalSOMAH.org)

[www.CalSOMAH.org](http://www.CalSOMAH.org)

## *Minute Action*

AGENDA ITEM: 37

***Date:*** May 1, 2024

***Subject:***

Fiscal Year 2024/2025 Proposed SBCTA and SBCOG Budget Workshop and Adoption of SBCOG Budget

***Recommendation:***

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

- A. Receive the Fiscal Year 2024/2025 Budget Action Plan; and
- B. Receive a presentation of the Proposed Fiscal Year 2024/2025 Budget; and
- C. Conduct a Board of Directors Workshop for SBCTA's Proposed Fiscal Year 2024/2025 Budget.

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

- D. Adopt the SBCOG Fiscal Year 2024/2025 Budget with appropriations of \$5,617,687, transfers out of \$781,437 and estimated revenues of \$12,651,925.

***The Proposed Fiscal Year 2024/2025 Annual Budget is being provided as a separate attachment.***

***Background:***

San Bernardino County Transportation Authority's (SBCTA) Fiscal Year 2024/2025 Budget Action Plan establishes the Board of Directors' (Board) priorities for the upcoming fiscal year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SBCTA's progress in achieving the Board's priorities. The SBCTA Fiscal Year 2024/2025 Budget Action Plan is provided as an attachment to this item and is included in the proposed budget document.

The Proposed Fiscal Year 2024/2025 Budget for SBCTA and San Bernardino Associated Governments (SBCOG) is complete. For purposes of preparing an annual budget, SBCOG is a blended component unit of SBCTA. Therefore, SBCOG's estimated revenues and appropriations are included in the SBCTA budget. SBCTA develops a program-based budget which is adopted with funding source detail. The modified accrual basis (where revenues are recognized when received and available to meet current year obligations) is the basis for the Fiscal Year 2024/2025 Budget.

SBCTA's budget process includes a review of the Board's direction as it relates to short-term goals and how it integrates with the agency's long-term goals and objectives. As part of this review, staff analyzes the resources available to help meet the short-term goals as set forth in the fiscal year budget.

The budget process is structured to provide the maximum level of input from Board members. There are four phases of the budget process:

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

## Board of Directors Agenda Item

May 1, 2024

Page 2

1. A general overview of major programs was presented at the Board of Directors Metro Valley Study Session (MVSS) and the Mountain/Desert Policy Committee (MDC) meetings in February 2024. The general overview identified activities for each program in the current fiscal year and goals for the next fiscal year.
2. During the month of March 2024, SBCTA policy committees reviewed the task descriptions and budgets under their purview. This included the General Policy Committee, Transit Committee, MDC, and the MVSS. Task information included purpose, accomplishments, work elements, product, contract information, detailed local funding, expenditure detail, and funding sources.
3. During the month of May 2024, the SBCTA Proposed Fiscal Year 2024/2025 Budget is presented, in conjunction with a budget workshop, to Board members to provide input and direction. The proposed budget document provides an introduction, budget overview, revenue detail, program expenditure detail, and supplemental information (including indirect cost detail information).
4. A public hearing will be conducted, followed by consideration of the Fiscal Year 2024/2025 Budget for adoption by the Board, at the June 5, 2024, Board meeting.

SBCTA is required to publish notice of the time and place of the public hearing for adoption of the annual budget (Public Utilities Code Sec. 130106/Government Code Sec 6061). The budget schedule also sets the date for the public hearing at the June 5, 2024, Board meeting at 10:00 AM.

A resolution to establish the Appropriations Limitation will be presented with the Budget adoption item since information is unavailable until mid-May, when the State Department of Finance releases price and population information.

The San Bernardino Associated Governments Joint Exercise of Powers Agreement and Bylaws require adoption of the annual SBCOG Budget before May 15<sup>th</sup> of each fiscal year; therefore, Recommendation D is to adopt the SBCOG Proposed Fiscal Year 2024/2025 Budget.

### ***Changes/Updates to Budget Document***

Budget summaries for all governmental funds, changes in fund balances, fund type, and major object expenditures are included in the Budget Overview Section. The Revenue Detail Section provides detailed revenue information for each major fund, non-major funds, and enterprise fund.

The following items are incorporated and updated in the Proposed Fiscal Year 2024/2025 Budget:

1. Indirect costs and revenues are recorded in a general fund. Revenue sources are allocated from various Measure I funds, Enterprise Fund-Express Lanes, Local Transportation Funds (LTF), Council of Governments, and Service Authority for Freeway Emergencies.

## Board of Directors Agenda Item

May 1, 2024

Page 3

2. Established reserves of \$49,821,266 from: Measure I at \$31,460,040 based on the sales tax projection for Fiscal Year 2024/2025, LTF at \$14,956,894, State Transit Assistance Fund at \$2,609,332, and Indirect Fund at \$795,000.
3. Explanations for budgeted transfers include to fund various transit projects; to fund indirect costs and establish reserves for improvements on the Depot, information systems, and emergencies; to record loan proceeds from the United States Department of Transportation under the Transportation Infrastructure Finance and Innovation Act program (enterprise to MSI-Freeway); to fund expenditures pending reimbursement from Federal and State agencies; and to fund debt service obligations. Detailed explanations for operating transfers are provided on page 57 of the proposed budget document.
4. Commencement of express lanes operations expected in mid-2024. Appropriations and estimated toll revenues are included in the budget.
5. Budgeted cash flow borrowing for Fiscal Year 2024/2025 from Cajon Pass program to Measure I Interchange program for \$26,292,897 to cover appropriations allowed per Measure I 2010-2040 Expenditure Plan and Policy No. 40021.
6. Commercial paper issuance to inject cash for the construction of First Avenue Bridge Project and Interchange projects.

The proposed regular full-time equivalent positions total 87, a net increase of three positions from the current fiscal year. The budget includes eliminating two positions, the Director of Special Projects and Strategic Initiatives and Construction Manager, and creating five new positions described below.

- Grants Analyst will support the substantial increase in competitive grant-funded projects for planning, sustainability, and transportation.
- Council of Governments and Equity Programs Manager will scope out and implement projects and programs at the direction of the Board and City/County Manager's Technical Advisory Committee.
- Management Analyst I for Air Quality Mobility Programs to cover the workload for the Inland Regional Energy Network program.
- GIS Analyst to assist in conducting studies and provide analytical support to SBCTA departments.
- Management Analyst I for Fund Administration will support the increased workload for the opportunity and management of State and Federal allocated funds.

The budget includes the following benefit increase impacting salaries and benefits:

- \$386,175 to allow the Executive Director to grant merit increases of up to 4%.

## Board of Directors Agenda Item

May 1, 2024

Page 4

- \$442,236 for a 3% cost of living increase adjustment to salaries.
- \$1,200/year increase to the medical premium subsidy.

Estimated revenues for Fiscal Year 2024/2025 are \$887,392,697. The following is a summary of major revenue sources:

<u>Funding Source</u>	<u>SBCTA</u>	<u>SBCOG</u>	<u>Total</u>
Measure I Sales Tax	\$ 251,900,000	\$ -	\$ 251,900,000
Local Transportation Fund	149,568,943	-	149,568,943
Intergovernmental	428,959,473	10,794,059	439,753,532
Charges for Services	52,223	-	52,223
Special Assessments	-	991,873	991,873
Express Lanes Fees and Charges	13,828,000		13,828,000
Investment earnings and Miscellaneous	30,432,133	865,993	31,298,126
Total Revenues	<u>\$ 874,740,772</u>	<u>\$ 12,651,925</u>	<u>\$ 887,392,697</u>

Measure I sales tax revenue is projected to decrease by \$5.1 million or 2% from the current year's budget due to expected slowdown in the economy.

The Proposed Fiscal Year 2024/2025 Budget includes appropriations of \$1,072,762,927 and transfers of \$133,587,869. The following is a summary of proposed program expenditures:

<u>Program</u>	<u>SBCTA</u>	<u>SBCOG</u>	<u>Total</u>
General Government	\$ 15,291,034	\$ -	\$ 15,291,034
Environment and Energy Conservation	298,449	-	298,449
Commuter and Motorist Assistance	8,152,077	-	8,152,077
Planning and Regional	21,920,167	-	21,920,167
Council of Governments	-	5,617,687	5,617,687
Transit	420,417,827	-	420,417,827
Project Delivery	432,856,193	-	432,856,193
Fund Administration	137,888,778	-	137,888,778
Debt Service	12,413,850	-	12,413,850
Express Lanes Operations	17,906,865	-	17,906,865
Total Expenditures	<u>\$ 1,067,145,240</u>	<u>\$ 5,617,687</u>	<u>\$ 1,072,762,927</u>
Other Funding Sources			
Transfers in	\$ 133,587,869	\$ -	\$ 133,587,869
Transfers out	(132,806,432)	(781,437)	(133,587,869)
Commercial Paper (short-term borrowing)	20,000,000	-	20,000,000
Total Other Financing Sources	<u>\$ 20,781,437</u>	<u>\$ (781,437)</u>	<u>\$ 20,000,000</u>

## Board of Directors Agenda Item

May 1, 2024

Page 5

Project Delivery, Transit, and Fund Administration represent 92.4% of appropriations. These three programs include a substantial investment in freeway, highway, and arterial construction; commuter rail projects; and pass-through funds for local transit and street improvements. The total proposed expenditures decreased by 7.51% or \$87.1 million compared to the previous fiscal year mainly due to the State Route 210 completion, Interstate 10 nearing completion, as well as decrease in the expected LTF carryover balance.

SBCTA continues to strive for delivery of projects using innovative technology while optimizing use of Federal, State, and local funds. The proposed budget reflects a balanced budget with new revenues and use of fund balance or carryover balances from prior years covering appropriations. This results in a strong cash position with projected ending fund balances of \$651.2 million including reserves of \$49.8 million from various funds.

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2023/2024. The Proposed Fiscal Year 2024/2025 Budget establishes the financial, staffing, and work product authority for activities during the coming fiscal year. Estimated revenues for Fiscal Year 2024/2025 are \$887,392,697, appropriations are \$1,072,762,927, the use of carryover fund balance is \$171,623,031, transfers totaling \$133,587,869, and commercial paper for \$20 million.

***Reviewed By:***

The Budget Overview for each program was reviewed during the Metro Valley Study Session on February 15, 2024, and the Mountain/Desert Policy Committee on February 16, 2024. All SBCTA policy committees have reviewed task descriptions and budget for activities under their purview. The Budget Action Plan was received by the General Policy Committee on April 10, 2024.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

Approved  
Board of Directors  
Date: May 1, 2024

Witnessed By:



**Budget Action Plan FY 2024/2025**

Action Plan		Milestones	Responsibility
<b>Initiative #1: Transparent and Accountable Allocation Strategies</b>			
Division Strategy: Complete timely audits of Measure I and Transportation Development Act recipients			
1A	Manage and communicate with audit firm to plan and complete annual audits.	Q2	Finance
	Inform Committees and Board of status of audits.	Q3	
Division Strategy: Use strategic programming to ensure that no funds are lost			
1B	Manage projects closely with California Department of Transportation (Caltrans) to ensure adequate resources are available when projects are ready.	May 1 is Caltrans' deadline for guaranteed access to federal Obligation Authority (OA) – Q4	Fund Administration, Project Deliv Transit, Planning
		June 30 is California Transportation Commission (CTC) deadline for project allocation or extension requests – Q4	
	Manage projects to ensure funds are not lost.	Request allocation of competitive grant funds and State Transportation Improvement Program (STIP) for I-10 Contract 2 - Q4	Fund Administration
	Request allocation of competitive grant funds for US 395 Phase 2 - Q4		
		Request allocation of Planning, Programming and Monitoring funds for Fiscal Year 2025/2026 - Q4	
Division Strategy: Protect San Bernardino County's equitable share of available state and federal funds			
1C	Develop funding strategies that maximize resources available and result in opportunities to seize additional state and federal funds.	Release Request for Proposals for Air Quality Consultant to remain eligible for Federal Congestion Mitigation and Air Quality Improvement funding - Q4	Fund Administration
		Nominate projects to SCAG for programming of federal formula funds in accordance with the 2024 Update to the 10-Year Delivery Plan, and the 10-Year Plan for transit operators' implementation of the zero emission bus mandate (pending schedule for call for projects) - Q4	Fund Administration, Project Deliv Transit
Division Strategy: Develop long-term bonding needs to help leverage other funds and deliver projects			
1D	Establish plan for sales tax revenue bond program through development of the 2024 Update to the 10-Year Delivery Plan.	Present final 2024 Update to the 10-Year Delivery Plan to the Board for approval - Q3	Fund Administration (Finance, Pro Delivery, Transit, Planning)
		Monitor implementation of the 2024 Update to the 10-Year Delivery Plan and Measure I revenue receipts to identify need for short-term borrowing – Ongoing	
Division Strategy: Manage geographic equity in fund distribution across the county			
1E	Manage long-term strategy for ensuring geographic equity in fund distribution over the life of the Measure.	Monitor results of SCAG project selection for federal formula funds and ensure long-term equity between subareas of San Bernardino County is maintained - Q4	Fund Administration
Division Strategy: Manage SBCTA railroad right of way in an efficient and comprehensive fashion			
1F	Manage SBCTA railroad right of way in an efficient and comprehensive fashion.	Ongoing	Transit
<b>Initiative #2: Engender Public Trust</b>			
Division Strategy: Secure an unmodified opinion of Comprehensive Annual Financial Report (Annual Report)			
2A	Schedule a meeting with Executive Board officers and certified public accountant (CPA) firm to cover audit process and timing.	Q4	Finance
Division Strategy: Obtain Certificate of Achievement for Excellence in Financial Reporting			
2B	Apply for Government Finance Officers Association (GFOA) award for the Annual Financial Report (Annual Report).	Q3	Finance
Division Strategy: Obtain Distinguished Budget Presentation Award			
2C	Apply for GFOA award for annual budget.	Q1	Finance
Division Strategy: Complete internal control self-assessment to identify areas of improvement.			
2D	Complete review of annual internal control self-assessment (AICA).	Q4	Finance
Division Strategy: Implement the Records Retention Schedule			
2E	Continue with the implementation of the Records Retention Program, including establishing quarterly meetings with records coordinators, two annual clean up days, a system that will assist tracking which documents have passed retention.	Clean up day - Q1 & Q3	Executive Administration and Supp Management Services
		Automate retention to remaining libraries in Laserfiche - Q4	
		Automate retention to four (4) department sites in SharePoint - Q4	
Division Strategy: Streamline Agency Operations			
2F	Update procurement templates.	Q4	Finance, General Counsel
	Begin implementation of new enterprise resource system (accounting system).	Q1	Finance, Project Delivery, Management Services
	Implement Microsoft 365 G5 Licenses.	Q4	Management Services

Attachment: FY2024-2025 Initiatives and Action Plan - from Budget (10430 : SBCTA Proposed Fiscal Year 2024/2025 Budget)

Budget Action Plan FY 2024/2025

Action Plan		Milestones	Responsibility
<b>Initiative #3: Focus on Creating and Strengthening Collaborative Partnerships with Governmental and Business Entities</b>			
Division Strategy: Work with other governments and business groups to leverage resources for our region's benefit			
3A	Prepare tools to assist local agencies with changes to statewide housing policies and environmental regulations.	Update Work Plan for the Council of Governments - Q3 Provide Technical Assistance to jurisdictions through REAP 2.0 Program - Ongoing (pending REAP funding)	COG, General Counsel
	Partner with local and government agencies to improve opportunities in workforce development.	Continue to incorporate small business interests into B2B - Q2 Small Business Study to be presented to CCMTAC and Board - Q1	
	Establish Housing Trust JPA	Execute JPA with member agencies - Q3 (pending REAP funding) Review draft Administrative Plan - Q4 (pending REAP funding)	
	Smart County Master Plan.	Complete Plan - Q3	
	Continue close coordination with Brightline West to support their construction along the San Gabriel Subdivision between I-15 and Cucamonga Station, as well as coordinated development of the Cucamonga Station.	Ongoing	Transit
	Complete the RAISE grant agreement and subrecipient agreement for the construction of the Brightline West High Desert Stations.	Q1	Transit
	Division Strategy: Enhance COG role, and leverage synergy of being the CTA and COG		
3B	Plan annual City/County Conference.	In person conference set for Spring 2025.	Legislative/Public Affairs, COG
	Collaborate with member agencies through City/County Manager Technical Advisory Committee (CCMTAC).	Ongoing bi-monthly meetings	
Division Strategy: Enhance SBCOG's and the region's ability to compete for grant funding			
3C	Host Workshop.	Q3	COG
	Communicate grant opportunities to member agencies. - Expand the function of SBCOG with regard to grant and project development.	Establish a project development process and grant writing coordination through SBCOG on behalf of member agencies - Q3 Continue to provide updates to member agencies on new grant opportunities - Ongoing	
Division Strategy: Assist local governments with environmental and efficiency initiatives			
3D	Award contract for the replacement of the EV chargers in employee parking lot.	Q1	Transit
	Work with local agencies with Zero Emission Vehicle (ZEV) readiness plan and assist in identifying grant opportunities for charging infrastructure.	Ongoing	Air Quality/Mobility
	Assist local agencies with reducing energy consumption and achieving savings through formation of the Inland Regional Energy Network (I-REN).	Ongoing	
<b>Initiative #4: Accelerate Delivery of Capital Projects</b>			
Division Strategy: Support Delivery the West Valley Connector Phase 1			
4A	Complete Stage 1 (North Side of Holt Blvd)	Q2	Transit
Division Strategy: Produce Zero Emission Multiple Unit			
4B	Complete ZEMU testing program	Q2	Transit
	Complete construction of hydrogen fuel station	Q4	
	Complete construction of maintenance facility retrofit	Q4	
Division Strategy: Deliver the Tunnel to ONT Project			
4C	Environmental Document approval	Q2	Transit
	Award design-build contract	Q4	
Division Strategy: Delivery of Capital Projects - Plans, Specifications and Estimate (PS&E); Engineering Reports Milestones:			
4D	I-10 Mount Vernon Avenue	PS&E approval - Q1	Project Delivery
	US-395 Widening Project - Phase 2	PS&E approval - Q4	
Division Strategy: Delivery of Capital Projects - Construction Milestones:			
4E	SR-210 Waterman Avenue	Start construction - Q1	Project Delivery
	I-215 University Parkway	Start construction - Q1	
	I-10 Mount Vernon Avenue	Start construction - Q2	
	I-215 Bi-County/Segment 5 Landscaping	Start construction - Q3	
	North First Avenue Bridge over BNSF	Complete for Beneficial Use - Q1	
	SR-210 Waterman Avenue	Complete for Beneficial Use - Q3	
	Metrolink ATP - Phase 2	Complete for Beneficial Use - Q3	
	I-10 Cedar Avenue	Complete for Beneficial Use - Q4	
I-10 Eastbound Truck Climbing Lane	Complete for Beneficial Use - Q4		

Attachment: FY2024-2025 Initiatives and Action Plan - from Budget (10430 : SBCTA Proposed Fiscal Year 2024/2025 Budget)

**Budget Action Plan FY 2024/2025**

Action Plan		Milestones	Responsibility
Division Strategy: Delivery of Express Lanes Projects			
4F	I-10 Corridor Freight and Express Lanes Project (Contract 2) Segment 2a	PS&E approval - Q2	Project Delivery
	I-10 Corridor Freight and Express Lanes Project (Contract 2) Segment 2b	PS&E approval - Q4	Project Delivery
	I-15 Corridor Freight and Express Lanes Project (Contract 1)	Start construction- Q2	Project Delivery
	I-10 Corridor Freight and Express Lanes Project (Contract 1)	Complete for Beneficial Use - Q1	Express Lanes
Division Strategy: Support Delivery of Gold Line			
4G	Present Funding Agreement and Operations and Maintenance Agreement to SBCTA Board	Q1	Transit
	Monitor SBCTA funding gap and LA Metro funding commitment to build to the County line.	Q3	Transit
<b>Initiative #5: Maximize Funding Opportunities and Cost-Effectiveness of Investments</b>			
Division Strategy: Conduct regional forums to discuss issues of importance across our region			
5A	Advocate for policies and funding formulas at the state and federal levels that are favorable for SBCTA to construct and deliver transportation projects.	Ongoing	Legislative/Public Affairs
	Support for legislation regarding progressive design build delivery and oppose legislation that would adversely impact transportation funding. Build coalitions in support of state and federal transportation grant applications and budget items as well as additional transit operational funding. Maintain good working relationships and communication with state and federal officials.	Ongoing	Legislative/Public Affairs
Division Strategy: Operate and Maintain SB Express Lanes			
5B	I-10 Corridor Freight and Express Lanes Project (Contract 1) Operations and Maintenance.	Ongoing starting Q1	Express Lanes
<b>Initiative #6: Awareness of SBCTA Programs, Services, and Transit Options</b>			
Division Strategy: Build awareness of SBCTA programs and services			
6A	Highlight Measure I's contributions to the region's transportation system. Annual state of transportation event; monthly blog series "Measure I (Impact)".	Ongoing	Legislative/Public Affairs, Fund Administration
	Market SBCTA identity, promote awareness of programs and services. Employee spotlight blog series.	Ongoing	Legislative/Public Affairs
Division Strategy: Leverage and grow public outreach and communication services			
6B	Continue to enhance traditional and social media presence by providing project updates, alerts, and information.	Ongoing	Legislative/Public Affairs
	Utilize On-Call Public Outreach Contracts, On-Call Graphic Design Services Contracts, Marketing & Branding Services Contract to utilize new tools and capitalize on communication opportunities throughout the region.	Ongoing	Legislative/Public Affairs, Trans
	Utilize On-Call Graphic Design Services Contracts & Marketing and Branding Services Contract to support each department in their efforts to communicate internally and externally.	Ongoing	Legislative/Public Affairs, Fund Administration
Division Strategy: Highlight transit options in San Bernardino County			
6C	In partnership with transit operators, highlight transit connectivity options in the region. Provide legislative information and updates, advocate at the state and federal levels for transit maintenance and operations funding.	Ongoing	Legislative/Public Affairs, Trans
Division Strategy: SB Express Lanes Customer Support			
6D	Manage SB Express Lanes Walk-In Center.	Ongoing	Express Lanes
	Manage SB Express Lanes Website.	Ongoing	Express Lanes
<b>Initiative #7: Long Range Strategic Planning</b>			
Division Strategy: Analyze long range transportation strategy in a financially constrained framework			
7A	Prepare a Long Range Multimodal Transportation Plan (LRMTP).	Draft LRMTP - Q3	Planning, Transit, Fund Administra
		Final LRMTP - Q4	
	Prepare for the 2028 Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).	Work with SCAG to establish project schedule - Q3 Begin setting up San Bernardino County Growth Projection Model - Q4	Planning, Fund Administration
Division Strategy: Conduct strategic planning of Measure I projects and update policies to be consistent with practice			
7B	Maintain Measure I Strategic Plan Parts 1 and 2.	Ongoing	Planning, Fund Administration
Division Strategy: Provide current, quality planning data			
7C	Support other departments with data analysis and mapping/Geographic Information System (GIS).	Ongoing	Planning
	Update SBTAM "Plus" modeling system.	Model Validation Report - Q1	
		Vehicle Miles Traveled/Land Use Model and Scenario Samples - Q2	
		Final Documentation & Presentation - Q4	
Incrementally implement an SBCTA agency-wide data and analytics dashboard.	Ongoing		
Division Strategy: Conduct subarea and modal studies			
7D	State Route 247/62 Emergency Bypass Lane Study.	Phase 1 report - Q4	Planning

Attachment: FY2024-2025 Initiatives and Action Plan - from Budget (10430 : SBCTA Proposed Fiscal Year 2024/2025 Budget)

**Budget Action Plan FY 2024/2025**

Action Plan		Milestones	Responsibility
<b>Initiative #8: Environmental Stewardship, Sustainability, and Grant Applications</b>			
Division Strategy: Monitor and Provide Input to State, Federal, and Regional Plans and Guidelines			
8A	Provide technical comments on draft reports, plans, and guidelines from Caltrans, CTC, OPR, CARB, CalSTA, and other state agencies.	Ongoing	Planning, COG
	Prepare Grant Applications for state (e.g. SB 1, Active Transportation, etc.), federal (e.g. RAISE, INFRA/Mega, etc.) and other funding.	Senate Bill 1 (SB1) Grant(s) Submitted - Q2	Planning, Fund Administration
		Other state and federal grants - Ongoing	
Division Strategy: Assist jurisdictions, developers, and other stakeholders with area-wide sustainability studies			
8B	Begin development of Vehicle Miles Traveled (VMT) mitigation bank and/or approaches to mitigation under SB 743	Establishment of the Program Structure - Q2 (pending REAP funding)	Planning
		Start VMT App Development - Q3 (pending REAP funding)	
	Countywide Evacuation Route Study and Modelling for Member Jurisdictions	Initiate project - Q1	
		Begin Modelling Work - Q3	
Assist local agencies with housing initiatives under Regional Early Action Plan (REAP) 2.0.	Begin Project - Q1 (pending REAP funding)		
Division Strategy: Prepare effective active transportation plans			
8C	Implement Safe Routes to School Program (with SBCSS and the County DPH).	Complete Programs - Q4	Planning
	Manage Transit Development Act (TDA) Article 3 bike/ped project invoicing.	Ongoing	
Division Strategy: Implement components of ATP Metrolink Station Accessibility Grant			
8D	Implementation of Phase 2 of the Bicycle and Pedestrian improvements around the Metrolink Stations on the San Bernardino and Riverside Lines.	Construction Completion for Beneficial Use - Q3	Planning, Project Delivery
Division Strategy: Develop and administer programs to improve the efficient use of our existing freeway network			
8E	Manage the Southern California 511 (SoCal 511) program with other County Commissions	Ongoing	Air Quality/Mobility
	Administer Freeway Service Patrol (FSP) and call box system to improve traffic safety, reduce congestion and traffic delays.	Ongoing. Present annual report on programs to Board - Q4	
Division Strategy: Support access to jobs, healthcare, and education while reducing roadway congestion.			
8F	Administer multi-modal programs to reduce congestion and improve quality of life including coordination with transit providers and Consolidated Transportation Service Agencies (CTSA) serving San Bernardino County.	Work with the transit providers and CTSA's, to identify key activities for inclusion in the SBCTA LRMTF based on the approved Public Transit-Human Services Transportation Coordination Plan - Q3	Planning
<b>Initiative #9 Meet Equity Goals of SBCTA/SBCOG</b>			
Division Strategy: Ensure Equity goals met for internal structure and policies			
9A	Establish equity goals and policies for ensuring structural equity within the business processes and procedures within SBCTA/SBCOG.	Project outreach in Q1 and Q2	COG
Division Strategy: Ensure Equity goals met for projects and programs implemented in collaboration with SBCOG/SBCTA member agencies.			
9B	Small Business Program	Study to be presented - Q1	COG

Attachment: FY2024-2025 Initiatives and Action Plan - from Budget (10430 : SBCTA Proposed Fiscal Year 2024/2025 Budget)

# Fiscal Year 2024/2025 Proposed Budget

**BOARD WORKSHOP**

## Recommendations

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

- A. Receive the Fiscal Year 2024/2025 Budget Action Plan
- B. Receive a presentation of the Proposed Fiscal Year 2024/2025 Budget
- C. Conduct a Board of Directors’ Workshop for SBCTA’s Proposed Fiscal Year 2024/2025 Budget

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

- D. Adopt the SBCOG Fiscal Year 2024/2025 Budget with appropriations of \$5,617,687, transfers out \$781,437, and estimated revenues \$12,651,925.

1

Attachment: Proposed Budget PP 5.1.24 - PDF (10430 : SBCTA Proposed Fiscal Year 2024/2025 Budget)

## New Revenues & Use of Carry Over From Prior Years

	SBCTA	SBCOG	Total	Percent of New Revenues
Measure I Sales Tax	\$ 251,900,000	\$ -	\$ 251,900,000	28.39%
Local Transportation Fund	149,568,943	-	149,568,943	16.85%
Intergovernmental	428,959,473	10,794,059	439,753,532	49.56%
Charges for Services	52,223	-	52,223	0.01%
Special Assessments	-	991,873	991,873	0.11%
Express Lanes Fees and Charges	13,828,000	-	13,828,000	1.56%
Investment earnings and Miscellaneous	30,432,133	865,993	31,298,126	3.53%
Total New Revenues	\$ 874,740,772	\$ 12,651,925	\$ 887,392,697	
Balance Carry Over From Prior Years	171,623,031	-	171,623,031	
Total New Revenues and Carry Over	\$ 1,046,363,803	\$ 12,651,925	\$ 1,059,015,728	



2

## Proposed Appropriations

Program	SBCTA	SBCOG	Total	Percent of total Expenditures
General Government	\$ 15,291,034	\$ -	\$ 15,291,034	1.43%
Environment and Energy Conservation	298,449	-	298,449	0.03%
Commuter and Motorist Assistance	8,152,077	-	8,152,077	0.76%
Planning and Regional	21,920,167	-	21,920,167	2.04%
Council of Governments	-	5,617,687	5,617,687	0.52%
Transit	420,417,827	-	420,417,827	39.19%
Project Delivery	432,856,193	-	432,856,193	40.35%
Fund Administration	137,888,778	-	137,888,778	12.85%
Debt Service	12,413,850	-	12,413,850	1.16%
Express Lanes Operations	17,906,865	-	17,906,865	1.67%
Total Expenditures	\$ 1,067,145,240	\$ 5,617,687	\$ 1,072,762,927	
Other Funding Sources				
Transfers in	\$ 133,587,869	\$ -	\$ 133,587,869	
Transfers out	(132,806,432)	(781,437)	(133,587,869)	
Commercial Paper (short-term borrowing)	20,000,000	-	20,000,000	
Total Other Financing Sources (OFS)	20,781,437	(781,437)	20,000,000	
Total Expenditures and OFS	\$ 1,046,363,803	\$ 6,399,124	\$ 1,052,762,927	



3

## Major Construction Projects

- Project Delivery
  - SR 210 Freeway Lane Addition – Landscape
  - Mount Vernon Viaduct & North First Avenue Bridges – Right of Way & Construction
  - Cedar Avenue & Mount Vernon Avenue Interchanges – Construction
- Express Lanes Project Development
  - I-10 Corridor Contract 1 – Completion of Construction
  - I-10 Corridor Contract 2 – Plans, Specifications & Estimates & Right of Way
  - I-15 Corridor Contract 1 – Construction
- Transit
  - Fueling Infrastructure and Retrofit of Arrow Maintenance Facility - Construction
  - West Valley Connector – Construction
  - Tunnel to ONT – Right of Way & Environmental Clearance
  - Facilitation of grant funding for the Brightline West – High Desert Stations Project



4

## Transfers Out

- Fund various rail projects and support transit administrative activities
- Fund indirect costs including information systems and building improvements and establish reserves
- Record loan proceeds from the USDOT under the Transportation Infrastructure Finance and Innovation Act program
- Fund expenditures pending reimbursement from Federal and State agencies
- Fund debt service obligations



5



## Cash Flow Borrowing

- The Measure I 2010-2040 expenditure plan and Policy 40021 provide for short-term cash flow borrowing for various programs.
  - Cash flow borrowing budgeted for \$26,292,897 from Cajon Pass program to Measure I Interchange program to cover appropriations.



5

## Indirect Fund

Local Transportation Fund – Administration	\$	1,787,127
Local Transportation Fund – Planning		465,258
Service Authority for Freeway Emergencies		1,085,366
Council of Governments - Assessment Dues		372,092
Council of Governments - Regional Energy Network		289,593
Council of Governments - San Bernardino County Housing Trust		119,752
Sales Tax MSI – Valley Freeway		1,990,610
Sales Tax MSI – Valley Interchange		1,491,921
Sales Tax MSI – Valley Grade Separation		39,924
Sales Tax MSI – Valley Arterial		28,700
Sales Tax MSI – Valley Rail		20,725
Sales Tax MSI – Valley Bus Rapid Transit		(253,092)
Sales Tax MSI – Victor Valley Major Local Highway		77,913
Sales Tax MSI – North Desert Major Local Highway		59,945
Sales Tax MSI – Colorado River Major Local Highway		(7,772)
Sales Tax MSI – Morongo Basin Major Local Highway		2,120
Sales Tax MSI – Mountain Major Local Highway		12,726
Sales Tax MSI – Cajon Pass		(1,268)
Express Lanes		354,798
Total Revenues	\$	<u>7,936,438</u>
Add: Beginning Estimated Fund Balance		2,889,029
Reduce: Expenditures		<u>(10,030,467)</u>
Estimated Ending Fund Balance	\$	<u>795,000</u>



6

## Staffing Overview

- Net increase of 3 positions to total of 87 and Reclassification of 2 positions
  - Eliminate Director of Special Projects and Strategic Initiatives and Construction Manager
  - Create 5 new positions:
    - Council of Governments—Grants Analyst and Council of Governments & Equity Programs Manager
    - Data and Analytics Program—Geographic Information Systems (GIS) Analyst
    - Air Quality Mobility Programs—Management Analyst I
    - Fund Administration—Management Analyst I
  - Reclassifications:
    - GIS Administrator to Data and Analytics Program Manager
    - Senior Planner to Planning Manager
- Proposed budget includes the following benefit increases:
  - \$386,175 to allow the Executive Director to grant merit increases of up to 4%
  - \$442,236 for a 3% Cost of Living Adjustment
  - Increase of medical premium subsidy by \$1,200/year to \$9,057/year



## Reserves for Measure I Funds

<b>Valley:</b>	<b>Per Policy 40021</b>
Freeway	\$ 11,938,100
Interchange	4,528,240
Major Street - Grade Separation	1,399,640
Major Street - Arterials	5,598,560
Metrolink/Rail	3,293,260
Express Bus/Bus Rapid Transit	2,058,300
Traffic Management	823,320
Total Valley	<u>\$ 29,639,420</u>
<b>Mountain/Desert - Major Local Highway:</b>	
Victor Valley	\$ 1,250,540
North Desert	259,920
Colorado River	22,680
Morongo Basin	153,120
Mountain	134,360
Total Mountain/Desert	<u>\$ 1,820,620</u>
<b>Total Reserve for Measure I Funds</b>	<u>\$ 31,460,040</u>



## Reserves for TDA and Indirect Fund

**Transportation Development Act (TDA) Funds:**

Local Transportation Fund	\$ 14,956,894
State Transit Assistance Fund	<u>2,609,332</u>
<b>Total Reserves for TDA</b>	<b><u>\$ 17,566,226</u></b>

**Indirect Fund:**

Emergencies	\$ 500,000
Capital Projects	<u>295,000</u>
<b>Total Reserve for Indirect Fund</b>	<b><u>\$ 795,000</u></b>

<b>Total Reserves</b>	<b><u>\$ 49,821,266</u></b>
-----------------------	-----------------------------



# ADDITIONAL INFORMATION

**BOARD OF DIRECTORS ATTENDANCE RECORD – 2024**

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
<b>Paul Cook</b> Board of Supervisors	X	X	X	X								
<b>Jesse Armendarez</b> Board of Supervisors	X	X	X	X								
<b>Dawn Rowe</b> Board of Supervisors	X	X	X	X								
<b>Curt Hagman</b> Board of Supervisors		X	X	X								
<b>Joe Baca, Jr.</b> Board of Supervisors	X	X	X	X								
<b>Daniel Ramos</b> City of Adelanto	X	X	X	X								
<b>Art Bishop</b> Town of Apple Valley	X	X	X	X								
<b>Carmen Hernandez</b> City of Barstow	*	X	X	X								
<b>Rick Herrick</b> City of Big Bear Lake		X	*	X								
<b>Eunice Ulloa</b> City of Chino	X	X	X	X								
<b>Ray Marquez</b> City of Chino Hills	X	X	X	X								
<b>Frank Navarro</b> City of Colton	X	X	X	X								
<b>Acquanetta Warren</b> City of Fontana	X	X	X	X								
<b>Sylvia Robles</b> City of Grand Terrace	X	X	*									
<b>Bill Hussey</b> City of Grand Terrace				X								
<b>Rebekah Swanson</b> City of Hesperia	X	X	X									

Communication: Attendance (Additional Information)

X = member attended meeting. \* = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

**BOARD OF DIRECTORS ATTENDANCE RECORD – 2024**

<b>Name</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug DARK</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Larry McCallon</b> City of Highland	X	*	X	X								
<b>Bhavin Jindal</b> City of Loma Linda	X	X	X	X								
<b>John Dutrey</b> City of Montclair	X	X	X	X								
<b>Janet Jernigan</b> City of Needles		X	X	X								
<b>Alan Wapner</b> City of Ontario	X		X	X								
<b>L. Dennis Michael</b> City of Rancho Cucamonga	X	X	X	X								
<b>Paul Barich</b> City of Redlands												
<b>Deborah Robertson</b> City of Rialto				X								
<b>Helen Tran</b> City of San Bernardino		*	X	X								
<b>Joel Klink</b> City of Twentynine Palms	X		X	X								
<b>Rudy Zuniga</b> City of Upland	*	X	X	X								
<b>Debra Jones</b> City of Victorville	X	X	X	X								
<b>Bobby Duncan</b> City of Yucaipa	X	X	X	X								
<b>Rick Denison</b> Town of Yucca Valley	X	X	X	X								
<b>Catalino Pining</b> Ex-Official Member	X	X	Rebecca Guirado	X								

Communication: Attendance (Additional Information)

X = member attended meeting. \* = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

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

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



**Acronym List**

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



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a hybrid meeting on Thursday, March 21, 2024. The following is a summary of the meeting.

#### FYs 2014-16 Local Government Match Program

As part of the FYs 2014-16 Local Government Match Program, the MSRC approved an award of \$380,000 to the City of Yucaipa to install “Complete Streets” enhancements on County Line Road, consisting of both pedestrian and bicycle elements. The City was able to complete the pedestrian improvements and performed some preliminary work for the bicycle lanes. However, the City could not complete the bicycle lanes until drainage and waterline improvement projects have been completed, both of which are managed by other agencies and have uncertain timelines. The work was not able to be completed prior to the contract termination date. The MSRC considered and approved a six-month contract for the pedestrian element in the amount of \$174,420 as part of the FYs 2014-16 Work Program, using a portion of the funds from the earlier contract. The remaining \$205,580 will revert to the AB 2766 Discretionary Fund.

#### **Contract Modification Requests**

The MSRC considered four contract modification requests and took the following actions:

1. SCAG (Contract #MS21005) to implement Last Mile Freight Program; approval of 18-month term extension;
2. City of Gardena (Contract #MS24007) to implement GTrans Microtransit Service; approval to reduce proposed hours of operation and reduce award by \$51,178;
3. City of Fontana (Contract #ML16047) to enhance existing Class I Bikeway; approval of one-year term extension and modified lighting; and
4. City of Carson (Contract #ML18057) to purchase five light-duty ZEVs and install charging infrastructure; approval of 9-month term extension.

#### **Contracts Administrator’s Report**

The MSRC AB 2766 Contracts Administrator’s report provides a written status report on all open contracts from FY 2011-12 to the present.

# COMMITTEE MEMBERSHIP

**San Bernardino County Transportation Authority (SBCTA)  
Representatives on SCAG Committees**

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County † Community of Concern Appointee	F. Navarro D. Alexander D. Robertson L. Michael R. Marquez R. Denison L. Becerra C. Hagman G. Reyes	G. Reyes	D. Alexander D. Robertson  R. Denison	F. Navarro   L. Michael R. Marquez  L. Becerra C. Hagman
†† San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees. Terms of appointment expire December 31 of odd-numbered years.		Acquanetta Warren Bobby Duncan Helen Tran	Carmen Hernandez Daniel Ramos Art Bishop	John Dutrey

Communication: Representatives on SCAG Committees (Committee Membership)

**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 1<sup>st</sup> 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.

**SBCTA/SBCOG 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.	12/31/25 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)

**SBCTA/SBCOG 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	Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.  The term of the appointment is for four years for a city representative from San Bernardino County.  Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4 <sup>th</sup> 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.	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)	SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.  Members receive payment of \$100 per day from SCRRA for participation.	Indefinite
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	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.  SBCTA has not authorized payment of stipend for participation.	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
<p><b>General Policy Committee</b>                      Membership consists of the following:                      SBCTA President, Vice President, and Immediate Past President                      4 East Valley (3 City, 1 County)*                      4 West Valley (3 City, 1 County)                      4 Mt/Desert (3 City, 1 County)                      City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea.                      Policy Committee and Board Study Session Chairs are members of this policy committee.                      All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives.                      The SBCTA Vice President shall serve as Chair of the General Policy Committee.</p> <p><i>*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</i></p>	<p>Makes recommendations to Board of Directors and:</p> <ol style="list-style-type: none"> <li>(1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity;</li> <li>(2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization;</li> <li>(3) Serves as policy review committee for any program area that lacks active policy committee oversight.</li> </ol> <p>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.</p> <p>(Brown Act)</p>	<p><u>West Valley</u>                      Ray Marquez, Chino Hills (Chair/Vice President)                      Acquanetta Warren, Fontana                      Alan Wapner, Ontario                      Curt Hagman, Supervisor</p> <p><u>East Valley</u>                      Frank Navarro, Colton                      Larry McCallon, Highland                      Dawn Rowe, Supervisor (Vice Chair/President)                      Joe Baca, Jr., Supervisor (MVSS Chair)</p> <p><u>Mountain/Desert</u>                      Art Bishop, Apple Valley (Past President)                      Debra Jones, Victorville                      Rick Denison, Yucca Valley (TC Chair)                      Paul Cook, Supervisor (MDC Chair)</p> <p>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.</p>	<p>6/30/2024                      6/30/2024                      6/30/2024                      6/30/2024</p> <p>6/30/2024                      6/30/2024                      6/30/2024                      6/30/2024</p> <p>6/30/2024                      6/30/2024                      6/30/2024                      6/30/2024</p>
<p><b>Transit Committee</b>                      Membership consists of 12 SBCTA Board Members:                      10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members.                      SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board.                      Other members are appointed by the SBCTA President for 2-year terms.</p>	<p>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.</p> <p>* SCRRA Primary Member                      ** SCRRA Alternate Member</p> <p>(Brown Act)</p>	<p>Rick Denison, Yucca Valley (Chair)                      John Dutrey, Montclair** (Vice Chair)                      Eunice Ulloa, Chino                      Ray Marquez, Chino Hills**                      Frank Navarro, Colton                      Acquanetta Warren, Fontana                      Larry McCallon, Highland*                      Alan Wapner, Ontario*                      L. Dennis Michael, Rancho Cucamonga                      Dawn Rowe, Supervisor                      Joe Baca, Jr., Supervisor                      Vacant</p>	<p>12/31/2024 (6/30/2024)                      Indeterminate (6/30/2024)                      12/31/2024                      Indeterminate                      12/31/2025                      12/31/2025                      Indeterminate                      Indeterminate                      12/31/2025                      12/31/2024                      12/31/2024</p>

Communication: Committee Membership (Committee Membership)



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

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p><b>Mountain/Desert Committee</b> Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.</p>	<p>Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion.</p> <p>The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.</p> <p>(Brown Act)</p>	<p>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</p>	<p>Indeterminate (6/30/20 Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate</p>
<p><b>Legislative Policy Committee</b> Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President.</p> <ul style="list-style-type: none"> <li>- 1 East Valley member</li> <li>- 1 West Valley member</li> <li>- 1 Mountain/Desert member</li> <li>- 1 County member</li> </ul> <p>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.</p>	<p>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.</p> <p>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.</p> <p>(Brown Act)</p>	<p>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</p>	<p>Indeterminate Indeterminate Indeterminate 12/31/2024 12/31/2024 12/31/2024 12/31/2024</p>

<b>Policy Committee Meeting Times</b>	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
<p>Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.</p>	<p>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.</p> <p>(Brown Act)</p>	<p>Board of Directors Joe Baca Jr., Supervisor (Chair) Eunic Ulloa, Chino (Vice Chair)</p>	<p>6/30/2024 6/30/2024</p>

**Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)**

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</p> <p>Membership consists of 11 members appointed by the SBCTA Executive Director.</p> <p>5 representing Public Transit Providers</p> <p>1 representing County Dept. of Public Works</p> <p>2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively.</p> <p>5 At Large Members representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;</p> <p>(1) Review and make recommendations on annual Unmet Transit Needs hearing findings</p> <p>(2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications</p> <p>(3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan</p> <p>(4) Review call for projects for Federal Transit Administration Section 5310 grant applications</p> <p>(5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit</p> <p>(6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit</p> <p>(7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I</p> <p>(8) Identify regional or county level areas of unmet needs</p> <p>(9) Address special grant or funding opportunities</p> <p>(10) Address any special issues of PASTACC voting and non-voting members</p> <p>(Brown Act)</p>	<p>Standing Membership –</p> <p>Morongo Basin Transit Authority</p> <p>Mountain Transit</p> <p>City of Needles Transit Services</p> <p>Omnitrans</p> <p>Victor Valley Transit Authority</p> <p>County of San Bernardino Dept. of Public Works</p> <p>At Large Membership –</p> <p>San Bernardino Dept. of Aging and Adult Services</p> <p>Foothill Aids</p> <p>Anthesis</p> <p>Reach Out Morongo Basin</p> <p>Loma Linda University Health</p>	<p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>5/31/2024</p> <p>9/30/2026</p> <p>9/30/2026</p> <p>6/30/2025</p> <p>5/31/2024</p>

Communication: Committee Membership (Committee Membership)

**Meeting Dates and Time:** Bi monthly, beginning in January, 2<sup>nd</sup> Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

**Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan**

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</li> </ul> <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>

Communication: Committee Membership (Committee Membership)

**SBCTA Ad Hoc Committees**

The Brown Act does not apply to ad hoc or temporary advisory committees composed of less than a majority of the Board or a standing policy committee. The President of the Board of Directors may designate ad hoc committees to study specific projects or matters for a set time frame subject to the concurrence of the Board of Directors, and shall make appointments to the ad hoc committees. When the subject matter of the ad hoc committee is of relevance to the geographical region of the County as a whole, geographical representation should be considered and if there is lack of interested members to ensure geographical balance the Board President may seek out participation from specific members.

COMMITTEE	PURPOSE	MEMBERSHIP
<p><b>Council of Governments Ad Hoc Committee</b></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>

<p><b>Housing Trust Ad Hoc Committee</b>                  On January 4, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President, for a term ending December 31, 2023.                  On December 6, 2023, the Board approved a 6-month extension of this ad hoc, for a new term ending June 30, 2024. On February 7, 2024, the Board approved a 6-month extension of this ad hoc, for a new term ending December 31, 2024.</p>	<p>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, 2024.</p>	<p>Eunice Ulloa, Chino                  Deborah Robertson, Rialto                  Alan Wapner, Ontario                  L. Dennis Michael, Rancho Cucamonga                  Daniel Ramos, Adelanto                  Rick Denison, Yucca Valley                  Curt Hagman, Supervisor</p>
<p><b>Transportation Investment Plan Ad Hoc Committee</b>                  On June 29, 2022 the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President. At the Board Workshop on November 30, 2023, the Board approved a 1-year extension of this ad hoc, for a new term ending December 31, 2024</p>	<p>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, 2024.</p>	<p>Art Bishop, Apple Valley                  Larry McCallon, Highland                  Alan Wapner, Ontario                  L. Dennis Michael, Rancho Cucamonga                  Joel Klink, Twentynine Palms                  Debra Jones, Victorville                  Vacant</p>

### SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p><b>Transportation Technical Advisory Committee (TTAC)</b>                  Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.</p>	<p>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.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.</p>
<p><b>City/County Manager’s Technical Advisory Committee (CCM TAC)</b>                  The committee is composed of up to two representatives of the County Administrator’s Office and the city manager or administrator from each city and town in the County.</p>	<p>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.</p>	<p>Meets bimonthly on the first Thursday of the month at 10:00 AM, at SBCTA.</p>
<p><b>Planning and Development Technical Forum (PDTF)</b>                  Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>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.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).</p>

Communication: Committee Membership (Committee Membership)

<b>Project Development Teams</b>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff.</p> <p>Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act Committees.</p>	Varies with the PDT.
----------------------------------	--	----------------------

Communication: Committee Membership (Committee Membership)



## 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